

Clarification/Replies to Pre-bid queries of RFP No.01/2017-18 dated 02.02.2018

Name of Bidder	Query No.	RFP Clause			Bidders Query	Clarification
		No.	Name	Text requiring clarification		
Sankhya Consulting	1	1.1.6	Background	AERA has, after extensive stakeholder consultation, finalized its approach to the economic regulation of services categorized in (a) and (b) above. Detailed Guidelines laying down information requirements, periodicity and procedure for Tariff determination have also been issued. The details of Orders and Guidelines issued in this behalf are as under: a) OrderNo.13dated12.01.2011andDirectionNo.5dated28.02.2011;and b) Order No. 05 dated 02.08.2010; Order No. 12 dated 10.01.2011 and Direction No. 4 dated 10.01.2011	Order number 14/2016-17 issued by Airports economic regulatory authority of India, "In the matter of aligning certain aspects of AERA's regulatory approach (adoption of regulatory till) with provisions of the national civil aviation policy (NCAP-2006) approved by the government of India" states that "the authority will in future determine the tariffs of major airports under "Hybrid Till" wherein 30% of non-aeronautical revenue will be used to cross subsidize aeronautical charges". We note that this order has not been included in the RFP clause 1.1.6 which lists the applicable orders and guidelines. Request to clarify the applicability of order number 14 with respect to this RFP.	In fact the guidelines issued by AERA vide Order No 13/2010-11 dated 12.01.2011 have been amended to include that aeronautical tariff will be determined on the basis of hybrid till, vide order no. 14/2016-17 issued on 23.01.2017
Sankhya Consulting	2	1.2	Request for Proposals	The applicant applying in response to this invitation can be a sole proprietorship firm or partnership firm or LLP or company	Can an applicant be a consortium of sole Proprietorship and LLP?	The original Clause is retained and there is no change.
KPMG	3	1.2 (f)	Request for proposals	(f) The consultant shall assist AERA in all the matters relating to legal cases filed upto 31.03.2021 against AERA with respect to this assignment.	With respect to our comment on the exclusion of assistance in appeals from the scope of work, we request the Authority to exclude this provision as well.	The Consultant is required to assist by way of providing input / clarifications to AERA's Counsel / Advocates in legal cases, if any, that may be filed with respect to the current assignment. The Consultant

						<p>will not represent AERA in any legal proceedings. As per the AERA Act, any appeal against AERA's order has to be filed within 30 days. It can be assumed that normally the limitation period for filing appeals may not be condoned beyond one year from the date of issue of the order.</p> <p>The clarifications that may have to be provided by the Consultant will relate to assumptions made by the Authority, all computations made by the Consultant and the rationale for the decisions of the Authority as mentioned in the CPs / Orders. Hence, it can be assumed that the Consultants will be required to devote about 5 days to apprise Advocates / Counsels.</p>
SBI Capital Markets Ltd.	4	1.2 (f)	Request for Proposals (Core Areas)	The Consultant shall assist AERA in all the matters relating to legal cases filed up to 31.03.2021 against AERA with respect to this assignment.	We request AERA to waive the said clause on account of the following reasons: <ul style="list-style-type: none"> i. The exact scope of assistance related to legal cases is not clear. ii. The Consultant may not be competent enough to advise AERA in legal matters. iii. The required assistance related to legal cases till 31.03.2021 is beyond the duration of the assignment i.e. 6 months from the 	The Consultant is required to assist by way of providing input / clarifications to AERA's Counsel / Advocates in legal cases, if any, that may be filed with respect to the current assignment. The Consultant will not represent AERA in any legal proceedings. As per the AERA Act, any appeal against AERA's order has to

					<p>date of allocation of the assignment.</p> <p>iv. It is difficult for the Applicant to keep the team (Team Leader, Sector Expert & Aviation Expert) intact especially in cases where Aviation Expert is a consultant to the Applicant, beyond the completion of the assignment to assist AERA in the matters relating to legal cases</p> <p>v. The cost expected to be incurred for assistance related to legal cases from the date of completion of the assignment till 31.03.2021 is very difficult to ascertain at the time of submission of financial bid.</p>	<p>be filed within 30 days. It can be assumed that normally the limitation period for filing appeals may not be condoned beyond one year from the date of issue of the order.</p> <p>The clarifications that may have to be provided by the Consultant will relate to assumptions made by the Authority, all computations made by the Consultant and the rational for the decisions of the Authority as mentioned in the CPs / Orders. Hence, it can be assumed that the Consultants will be required to devote about 5 days to apprise Advocates / Counsels.</p>
SBI Capital Market Ltd.	5	1.4	Sale of RFP Document	RFP document can be obtained between 1100 hrs to 1600 hrs on all working days on payment of the RFP Fee of Rs 1,500/- in the form of a demand draft or a banker's cheque.	i. Please confirm whether a single RFP fee would suffice in case a bidder submits bid for both the groups.	It is clarified that in case of two bids, separate RFP Fee has to be for each bid. Proposal is not accepted. It is also decided to extend the last date for submission of bids to 14.03.2018.
SBI Capital Market Ltd.	6	1.6	Selection Process	AERA would endeavour to adhere to the following schedule	<p>i. Please provide dates / timeline for the following activities:</p> <ul style="list-style-type: none"> ✓ AERA"s response to queries ✓ Presentation by Applicants ✓ Opening of Financial Proposals ✓ Letter of Award (LoA) <p>ii. Request AERA to ensure that the responses to pre-bid queries are sent at least 7 days before the</p>	It was decided that by 05.03.2018, AERA will respond to all the pre-bid queries. The dates for presentation, opening of financial proposal and letter of award will be intimated in due course of time and put on the website. A copy of the

					<p>Proposal Due Date i.e. March 07, 2018.</p> <p>iii. Request AERA to ensure that at least 7 days" time is provided to the Applicant to prepare for Presentation / Interview from the Proposal due date.</p>	draft agreement will also be shared in advance.
SBI Capital Market Ltd.	7	1.7	Delivery Schedule	The selected Consultant shall be given a period of 6 months to accomplish the assignment from the date of allocation of the assignment/proposal of the respective Airport Operator. The allocation of assignment shall be subsequent to the issue of letter of award and signing of agreement.	<p>i. Please clarify the difference between date of allocation of assignment and date of signing of agreement?</p> <p>ii. AERA is requested to share all requisite information in a timely manner to avoid unnecessary delays in completion of the assignment. Further, AERA is requested to extend the timeline for completion of individual milestone / assignment without imposition of any Liquidated Damages in case of delays not attributable to the Applicant.</p>	The date of allocation of assignment refers to the date of handing over the proposal of respective airport operators to the consultant.
ANB Global	8	1.7	Delivery schedule	"The Selected Consultant shall be given a period of Six Months to ""accomplish the assignment from the date of allocation of the assignment/proposal of the respective Airport Operator"" , "	Whether 6 months time will be provided for each location in the group allotted or would the data be received and work commence simultaneously for all locations together, thereby making the total time 6 months?	The six months time will be computed from the date of handing over of the proposal received from the airport to the Consultant.
KPMG	9	2.1	Scope of work	The Selected Applicant shall assist AERA in: iii) Examine each building block in tariff determination and ensure that the treatment given to it is in line with the Authority's methodology and approach. Make realistic forecasts and changes wherever	Generally for an airport, asset schedule is provided by the airport operator in Form F7 of their MYTP submission. These assets needs to be allocated between aeronautical and non-aeronautical assets under hybrid till regulatory model. In this respect, we request Authority to provide below clarification:	All items in the Asset Schedule will be required to be segregated as aeronautical and non-aeronautical by the consultant.

				necessary.	Please advise on expected number of line items in the asset schedule. Our past experience indicates that an airport can have more than 2000 items in asset schedule, which significantly increases the time and cost related to segregation of assets into aeronautical/ non-aeronautical/ cargo/ non-airport etc.	
KPMG	10	2.1	Scope of work	The Selected Applicant shall assist AERA in: iii) Examine each building block in tariff determination and ensure that the treatment given to it is in line with the Authority's methodology and approach. Make realistic forecasts and changes wherever necessary.	The Authority has recently brought out an order on applicable depreciation rates. We request the Authority to confirm if the Consultant would need to calculate 4 types of depreciation of assets based on 1. Companies Act, 1956 2. Companies Act, 2013 3. Rates given in AERA's order 4. Depreciation as per Income Tax for taxation purposes	The consultant has to calculate the depreciation as per Companies Act, 1956 / Companies Act, 2013 / as per AERA's order, as applicable. For tax purposes, depreciation shall be calculated as per Income Tax Act/Rules.
ANB Global	11	A2.1.i	Scope of work	"Examine the MYTP of the airport operator and verify the data with reference to the Balance Sheet, P&L account and auditor certificates." "	"1. Whether Audited balance sheet will be taken as a base document for validating the Tariff plan or authenticity of the balance sheet components needs to be validated even if it is audited? Eg. Physical verification of airport assets for calculation of regulatory asset base (RAB). 2. Whether one agency/entity will be the airport operator or multiple agencies providing different services will provide separate MYTP "	Wherever the Audited Accounts are available for individual airports, the same shall be considered. In case of AAI's airports, as consolidated accounts are prepared by AAI for all its airports and then audited, trial balance for individual airports are submitted by AAI. This Trial Balance duly certified by AAI officials shall be considered.

ANB Global	12	A (2.1)- iii	Scope of Work	Tariff determination	"When we say tariff, pls confirm if the components are only 1) Tariff for aeronautical services (Landing, housing or parking of an aircraft, ground safety services, ground handling services, cargo facility, supplying fuel to aircraft at airport) , does it include: 2) Development fees and 3) passenger service fee too...all inclusive?"	The scope includes tariff determination for all aeronautical services.
ANB Global	13	2.1.iii	Scope of work	"Make realistic forecasts and changes wherever necessary, "	"1. Extent of assumption testing for forecasting? 2. Whether Previous annual compliance report and QOS report will be reviewed"	1. In case the airport has conducted specific studies, they may be examined. Otherwise CAGR for 5 to 10 years is taken for forecasting. In case of non-aero revenue, Agreements with concessionaires will also be need to be considered. 2. Yes; truing up is done for previous control period.
SBI Capital Market Ltd.	14	2.1 (iii)	Scope of Work	Examine each building block in tariff determination and ensure that the treatment given to it is in line with the Authority's methodology and approach. Make realistic forecasts and changes wherever necessary.	Please clarify whether Applicant is required to approve / perform due diligence on each & every component of capital investment proposed by Airport Operator to firm up RAB.	No change in scope of work defined.
ANB Global	15	A (2.1)- v	Scope of Work	Assist the authority in holding consultations with stakeholders	Since the methodology is defined as per orders as mentioned in clause 1.1.6, what is this consultation paper about? What is the level of assistance expected and what is the timeline for the closure of this activity? Would it be covered in the 6 months period?	As per procedure followed by the Authority, the authority first issues a Consultation Paper taking into account the proposal submitted by the airport operator and after views of all stakeholders including the concerned

						airport are submitted on the Consultation Paper in the meeting and in writing, the final Order determining the ARR and the tariff is issued by the Authority.
ANB Global	16	A (2.1)-vii	Scope of Work	Assist the authority in appeals against the orders of the authority	Need more clarity on what type of appeals needs to be defended and what is the assistance expected on this? Legal assistance or some other assistance? Is assistance expected till 2021? So does AERA expecting the key personnel to be available till 2021?	Please see response to query No.4.
ANB Global	17	A (2.1)-last para	Scope of Work	Each tariff proposals need to be considered separately	How many tariff proposals would be there? 3 for each group?	Yes
SBI Capital Market Ltd.	18	2.1 (vii)	Scope of Work	Assist the Authority in appeals against the orders of the Authority	We request AERA to waive the Clause, due to the below mentioned reasons. i. The exact scope of assistance related to appeals against the orders is not clear. ii. The Consultant may not be competent enough to advise AERA in legal matters.	Please see response to query No.4.
KPMG	19	2.1 (vii)	Scope of work	The Selected Applicant shall assist AERA in: vii) Assist the Authority in appeals against the orders of the Authority.	The number and nature of appeals against the order cannot be predicted. Further, it may be triggered due to some other orders Authority which are not related to Consultant's work. This seriously hampers the ability of the Consultant to estimate the effort required to assist the Authority in these appeals and significantly increases the	Please see response to query 4.

					liability of the Consultant. In addition, majority firms are prohibited to provide any legal service. Therefore, we strongly request the Authority to exclude this provision from the scope of work.	
KPMG	20	2.16	Proposal Due Date	Bid submission end Date: 07.03.2018, 1100 hrs	We request the Authority to provide 3 weeks for bid submission from the date on which the Authority responds to the queries.	The due date for submission of bid has been extended to 14 th March, 2018, 1100 Hrs. Revised Bid Opening Date / Time is 14.03.2018 at 1200 Hrs
KPMG	21	2.2	Bid Security	The Bid Security shall be in the form of a Demand Draft/ Bank Guarantee issued by a Nationalized/Scheduled Bank in India in favour of the "Airports Economic Regulatory Authority of India" payable at New Delhi; Security deposit / Bank Guarantee should be valid till the end of control period of the group i.e., 31 March, 2021.	Since, the demand draft is valid only for 3 months, we request the Authority to allow validity of Bid Security for 3 months instead of upto 31.03.2021.	This has already been explained in para 2.2.5 of RFP.
SBI Capital Market Ltd.	22	2.2.1 (e) & 2.2.5 (c)	Bid Security	Security Deposit/ Bank Guarantee should be valid till the end of control period of the group i.e. March 31, 2021 Performance security will be refunded to the party after completion of control period i.e. March 31, 2021 or completion of court case against the above assignment, whichever is later	Request AERA to keep the validity requirement of security deposit till 3 months from the date of completion of assignment.	Deposit towards bid security can be refunded on commencement of the assignment. However, the bank guarantee should be one year from the date of issue of the order.
SBI Capital Market Ltd.	23	2.2.4.(d)	Forfeiture of Bid security	In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 3.7	Request AERA to share the draft copy of the Agreement proposed to be signed before the Proposal due date as this has to be cleared with our compliance team prior to bid submission.	A Draft of the proposed Agreement shall be uploaded on the AERA website much before the last date of submission of bids.

KPMG	24	2.2.5 (c)	Release of Bid Security	Performance Security will be refunded to the party after completion of control period i.e. 31st March, 2021 or completion of the court case against the above assignment, whichever is later.	With respect to our comment on the deletion of assistance in appeals from the scope of work, we request the Authority to refund the Performance Security on completion of the assignment, that is, after issue of orders by the Authority.	Deposit towards bid security can be refunded on commencement of the assignment. However, the bank guarantee should be one year from the date of issue of the order.
KPMG	25	2.3	Number of proposals	Each applicant may apply for either one or all the Group(s) but shall submit only 1 (one) proposal for each Group as per Group(s) mentioned in Clause 1.1.7 in response to this RFP. An applicant who submits more than one proposal for a particular group shall be disqualified.	Clause mentions submitting one proposal for each Group. We request the Authority to please consider 1 technical proposal for both groups while the financial proposal could be submitted separately for both groups.	The participating consultants can submit one technical bid for both the groups and separate financial bids if they wish to apply for both the groups.
Sankhya Consulting	26	2.5	Composition of the team	An Applicant shall propose and submit a team for each of the Group that the Applicant is bidding for a team of minimum three persons having requisite skills in finance/data analysis and aviation shall be required with the following composition.	Do the team members in group A and group B have to be different from each other?	Same team can be proposed for both the groups as only one group will be allocated to any selected consultant.
ABPS Infrastructure	27	2.5 and 2.5.2	2.5 Composition of Team 2.5.2 key Personnel	2.5 Composition of Team An Applicant shall propose and submit a team for each of the Group that the Applicant is bidding for a team of minimum three persons having requisite skills in finance/ data analysis and aviation shall be required with the following composition... 2.5.2 Key Personnel ...The composition of the Key Personnel for each Group shall inter alia include Team Leader and at least	In this regard, please clarify that whether the team consist of Team Leader and at least 2 Sector experts (including Aviation Expert).	Yes. As per RFP, a 03 member team comprising of Team leader, Sector expert and Aviation expert will be required to be formed by the consultant.

				2(two) Sector Experts or such other team members as may be adequate to ensure that prerequisite skills are available to provide all the outputs required from the assignment within the timeframe prescribed.		
ANB Global	28	A (2.5.1)	Aviation Expert	Applicant may propose the same or a separate Aviation expert for each airport	Would it be fine if only one aviation expert is proposed even if applying for 2 groups since only one group will be awarded	Yes
ANB Global	29	A (2.5.2)	Key Personnel	Application shall be required to offer a team for each Group consisting for the following key personnel	Since only one group will be awarded, is it ok if the names provided as key personnel for each group is the same?	Yes
ABPS Infrastructure	30	2.6.1 at page 14 of the RFP	2.6.1 Conditions of Eligibility	(c) The Applicant should have minimum 10 (ten) professionals as Chartered Accountant (ICWA) on the pay roll of the Applicant	It is requested to change the criteria of 10 CA/ ICWA to 10 CA/ ICWA/ MBA	The original Clause is retained and there is no change.
ABPS Infrastructure	31	2.6.1 at page 14 of the RFP	2.6.1 Conditions of Eligibility	(d) The Applicant should have a minimum turnover of Rs. 5,00,00,000/- (Rupees Five Crores) per annum under the head of professionals fees during each of the last three accounting years.	It is requested to change the turnover criteria to average turnover of more than Rupees 5 crores during last three accounting years instead of year wise turnover.	The original Clause is retained and there is no change.
Sankhya Consulting	32	2.6.1	Conditions of Eligibility	Availability of Key Personnel: The proposed Team Leader and Sector Experts must be employees/ partner of the Applicant atleast for the last one year	Do terms "employee/ partner" include independent contracts, retainers?	No change in the original clause.
KITCO	33	2.6.1 (c)	Conditions of Eligibility	The Applicant should have minimum 10 (ten) professionals as chartered accountants (CA) or Cost Accountant (ICWA) on the pay roll of the Applicant.	Kindly request to relax the number of minimum professionals as chartered accountants or cost accountants from 10 to 2 for empanelled consultant at AERA	The original Clause is retained and there is no change.
SBI Capital	34	2.6.1(Eligibility	Preference shall be given to those	The scope of work for Project Advisory	The original Clause is retained

Market Ltd.		g)	criteria for Key Personnel – Team Leader – Experience in Eligible Assignments	who have participated in any of the above assignments specifically relating to tariff fixation for the airport infrastructure sector/ user charges and/or other aeronautical services	and Fund Raising Services to Airport Operators (Regulated Entities) includes review of project agreements, critical review of project assumptions, preparation of cash flow & revenue projections taking into consideration AERA guidelines for tariff fixation, till the end of the concession period, determination of optimal capital structure and assessing the overall financial viability of the project. Based on the above assessment, the Airport Operator is assisted for raising long term finance / refinancing of existing debt. As the scope is similar to the scope mentioned in the RFP clause, we request AERA to consider the following: “ Extend the preference given to those who have participated in any of the above assignments specifically relating to tariff fixation for the airport infrastructure sector/ user charges and/or other aeronautical services to Applicants who have participated in Project advisory & fund raising services for the airport infrastructure sector.”	and there is no change.
SBI Capital Market Ltd.	35	2.9.1	Conflict of Interest	Without limitation on the generality of the foregoing, the Consultant or any of its Associates shall not take up any assignment that by its nature will result in conflict with the present assignment....	In case of bidding by a subsidiary (Applicant) of a Public Sector Bank (PSB), the definition of Associate includes the Government of India (ultimate parent having shareholding of more than 50% in the PSB), PSB (parent	There is no change in original clause.

					<p>having shareholding of more than 50% in the Applicant), other subsidiaries of PSB (parent) and also other PSBs as well as PSUs along with their subsidiaries as more than 50% of their equity is held by Gol.</p> <p>On account of the above, it is difficult to confirm on behalf of Gol, PSBs, PSUs and their subsidiaries.</p> <p>Hence, request AERA to kindly remove the mention of „Associates’ in the subject clause (OR) exempt Gol/State government shareholding on public entities from the conflict of interest clause.</p>	
SBI Capital Market Ltd.	36	2.9.1	Conflict of Interest	<p>Without limitation on the generality of the foregoing, the Consultant or any of its Associates shall not take up any assignment that by its nature will result in conflict with the present assignment i.e., during the period of the assignment and for a period of 1 (one) year thereafter.</p>	<p>Request AERA to kindly consider the following: “The Consultant or any of its Associates shall not take up any assignment that by its nature will result in conflict with the present assignment i.e. until the completion certificate is issued by AERA”</p>	No change in original clause.
SBI Capital Market Ltd.	37	2.9.1	Conflict of Interest	<p>It is further clarified that during the aforementioned period of consultancy, the selected consultant shall not accept any assignment of similar nature from any other service provider operating at the airports under the categories as defined in Clause 1.1.7 for which the work has been assigned to the client</p>	<p>a) Request AERA to clarify the following: i. Does similar nature mean only determination of tariff for aeronautical services at airports under the categories as defined in Clause 1.1.7. ii. What does any other service provider mean? Does it include</p>	The original Clause is retained and there is no change.

					<p>Airline(s), Cargo Operators, Fuel Farm Operators, Operators providing ground handling services etc..</p> <p>b) We understand that services viz. project advisory, fund raising, refinancing of debt, debt restructuring offered to Airline(s) / Cargo Operator(s) / Fuel Farm Operator(s) operating at these airports doesn't fall under "assignments of similar nature". Request your confirmation for the above.</p>	
SBI Capital Market Ltd.	38	2.9.3 (a)	Conflict of Interest	<p>The Applicant or any of its Associates and any other Applicant or any of its Associate, have common controlling shareholders.....</p>	<p>As per the Clause, no two public sector entities (or their associates/subsidiaries/JVs) can submit a competitive bid, though their conduct of business is independent, as they have common controlling shareholders i.e. Government of India (GoI)/State Governments.</p> <p>For Example: The subsidiaries of many PSBs provide independent consultancy services to the client even though they have common controlling shareholders. The subject clause prevents a subsidiary from submission of bid if another subsidiary of another PSB submits a bid. An Applicant would not have any knowledge of / control over prospective bidders at the time of submission of bid.</p> <p>Hence we request AERA to kindly exempt GoI/State government shareholding on public entities from the conflict of interest clause.</p>	<p>Original clause is retained and there is no change.</p>

SBI Capital Market Ltd.	39	2.20.5	Presentation	The presentation shall be held in the conference hall on the date intimated by AERA to the Applicant	We request AERA to ensure that the intimation be given at least 7 days prior to the date of presentation.	The date will be notified in advance.
KPMG	40	3.1.1	Technical Proposal Evaluation	Scoring on Team Leader, Sector Expert, Aviation Expert	We believe that the effort required on the analysis is substantially higher and in addition, there would be requirement of two Project Associates with sufficient experience in AERA's tariff determination. We request the Authority to include 2 Project Associates (B.Tech/ MBA/ PGDM/ CA) and allocate appropriate marks for their experience.	The Original clause is retained and there is no change.
KPMG	41	3.1.1	Technical Proposal Evaluation	Scoring on Team Leader, Sector Expert, Aviation Expert	It is sometimes observed that Consultants may on board external persons to meet the elibility criteria, who may not be involved or available during the engagement. As this engagement has significant financial and regulatory implication, we request the Authority to consider only those personnel as Team Leader, Sector Expert, Aviation Expert or Project Associates, who have been employees of the Applicant for more than 1 year.	For Team Leader and Sector Expert, this condition is already provided for in the RFP.
KPMG	42	3.1.1	Technical Proposal Evaluation	The Authority has given 10 marks for personal interaction with Team Leader and 5 marks for personal interaction with Sector Expert and Aviation Expert	As the date of the presentation is not known, it may be possible that one of our expert may be travelling abroad on the date of presentation. We therefore request the Authority to remove the marks allocated to Personal Interaction and include those marks as part of the experience. If the Authority wishes to include marks on personal interaction,	The Original clause is retained and there is no change.

					it may be limited to 2 experts instead of all three.	
KPMG	43	3.3.1	Overall Evaluation and Offer of Contract	The weightage given to the technical and financial proposals are: Technical = 70% and Financial = 30% respectively;	Given the critical and specialized nature of the project and the significant impact of the project on the airport's financials, we request the Authority to give sufficient weightage to technical capabilities of the bidders. Therefore, we request the Authority to modify the clause as below: Under QCBS, the technical proposals will be allotted weightage of 80% while the financial proposals will be allotted weightages of 20%. Such weightage allocation has been adopted in recent Government tenders.	The Original clause is retained and there is no change.
SBI Capital Market Ltd.	44	3.3.3	Financial Proposal Evaluation	The Applicant achieving the highest combined score for a Group shall be invited for discussions and given the offer for the respective Group	In case two Applicants for the same Group achieve the same combined highest score, what will be the process followed for selection of applicant.	AERA will check with L2 if it can match the quote of L1 and in case L2 does not agree,, AERA reserves the right to re-tender.
KPMG	45	3.3.3 (a) and 3.3.3 (b)	Overall Evaluation and Offer of Contract	a) The Applicant achieving the highest combined score for a Group shall be invited for discussions and given the offer for the respective Group. However, no Applicant shall be given an offer of contract for more than one Group. The decision with respect to the Group to be allotted to the Applicant shall vest solely with the AERA. The Applicant may in its Proposal submit its preference of choice for the allotment of Group to AERA but in case the Applicant is the Selected Applicant for more than one Group, then the final discretion shall vest solely with AERA. (b) If a bidder applies / quotes for	Clause 3.3.3 (a) mentions the selection of the highest scoring bidder based on the Quality and Cost Based Selection however 3.3.3 (b) refers to the selection of the bidder quoting lowest financial quote. There seems to be discrepancy between these clauses. Therefore, we request the Authority to delete Clause 3.3.3 (b) We believe that since the Consultant has been selected based on a comprehensive QCBS process which also includes the evaluation of the Approach and Methodology. The Groups of airports should be awarded to the bidders obtaining the highest combined score and second highest	

				both the Group(s) and he becomes LI in both the Group(s) he will be awarded only one Group and L2 party will be required to match the quote of LI party for award of second group.	combined score at the Financial Bid quoted by the respective Bidders. Highest Bidder may be given a preference in choosing the Group of airports.	
SBI Capital Market Ltd.	46	3.6	Execution of the Agreement	The Selected Applicant shall sign the Agreement within 15 days from the date of LoA	Request AERA to share the draft copy of the Agreement proposed to be signed before the Proposal due date as this has to be cleared with our compliance team prior to bid submission.	A Draft of the proposed Agreement shall be uploaded on the AERA website before the last date of submission of bids.
ANB Global	47	3.7	Commencement of assignment	The selected applicant shall commence the consultancy services within 7 days	"1. Would all the data be available at one location i.e. Delhi or would the team need to visit airport locations or any other location. 2. Would data received by us be in the formats as per the formats mentioned in the appendix to the document" direction no 5- AERA (T&C for determination of tariff for airport operators) guidelines, 2011."	Majority of work may be done in Delhi, the HQ of AERA. A few field visits by the consultant may be required, made for inspection of the airport and discussion with the concerned on-site official(s). 2. The Airport operators shall provide the data as per the Formats approved by the Authority and any clarification as may be required.
SBI Capital Market Ltd.	48	5.3	LD for Error / Variation	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by AERA in a reasonable manner and recovered from the Consultant by way of liquidated damages.	Request AERA to maintain that the total LD on account of delay and error / variation shall not be more than <u>5% of the value of the contract.</u>	The Original clause is retained and there is no change.
Sankhya Consulting	49	12	Appendix-1	Form 3 and 4		This issue already stands clarified.
SBI Capital	50	Appen	Letter of	We further certify that no	In case of bidding by a subsidiary	The certificate will not cover

Market Ltd.		dix 1/Form 1 (Point 12)	Proposal	investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.	<p>(Applicant) of a Public Sector Bank (PSB), the definition of Associate includes the Government of India (ultimate parent having shareholding of more than 50% in the PSB), PSB (parent having shareholding of more than 50% in the Applicant), other subsidiaries of PSB (parent) and also other PSBs as well as PSUs along with their subsidiaries as more than 50% of their equity is held by Gol.</p> <p>In such cases, it will be difficult to get certification of the same from Associates (Gol, PSB (parent), other PSBs and PSUs) in this regard.</p> <p>Hence, we request AERA to kindly remove the mention of „Associates’ in the subject clause (OR) exempt Gol/State government shareholding on public entities from the conflict of interest clause.</p>	the GOI in case the definition of associate includes the Government
-------------	--	-------------------------	----------	--	--	---

Note: The queries received after Pre-bid Conference/meeting has not been considered.
