



**Airports Economic Regulatory Authority of India**  
AERA Building, Administrative Complex,  
Safdarjung Airport, New Delhi- 110 003.

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AERA/20010/RFE/Study/Major Airports/2019-20

**Dated 28.02.2020**

**Response to Bidders Query and Reschedule of Bid Submission Date**

Attention of all concerned is invited to EOI No.: 04/2019-20 dated 12.02.2020 with the subject mentioned as, “Expression of Interest (EOI) for Empanelment of Consulting Agencies to Assist AERA in Determination of Tariff and for conduct of Strategic & Economic Studies”

**1. Reschedule of Bid Submission:**

<b>Sr. No.</b>	<b>Activity</b>	<b>Revised Date</b>
1	Last date for submission of EOI	16 <sup>th</sup> March 2020;1600 Hours
2	Date of Opening of Bids	17 <sup>th</sup> March 2020; 1100 Hours

## 2. Proposed Clarification/Corrigendum regarding EOI No. 04/2019-20 for Selection of Consulting Agencies

Sl. No	Organization	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
1	<b>Steer Davies Gleave India Private Limited</b>	3.2	Composition of Expert team	International Experts as part of the team	Would the bid for the empanelment be considered, if the team constitutes of international experts along with other team members which are based in India?	International Experts meeting the eligibility criteria as stipulated in the Tender Document shall be considered.
2	<b>CRISIL</b>	3	Clause 3.1, Sl. No. 2	Supporting documents to be furnished Sanction Order and Completion Certificate for the same	We request the authority to please clarify if by sanction order they mean tariff order, i.e., consultant are required to submit tariff order and completion certificate	Bidders should submit the copy of Award Letter along with completion certificates.
		3	Clause 3.1, Sl. No. 6	Assignments, Category A The Consulting Agency should have successfully completed at least 5 assignments of similar nature of work in the last 7 (Seven) financial years as listed in the scope of work under Section-II of the EOI	We request the authority to allow the consultant to showcase successfully completed at least 5 assignments of similar nature of work in the last 12 (twelve) financial years  We request the authority to modify rest of the RFP accordingly	Agreed, The Consulting Agency should have successfully completed at least 5 assignments of similar nature of work in the last 12 (Twelve) financial years as listed in the scope of work under Section-II of the EOI
		3	Clause 3.1, Sl. No. 6	Assignments, Category A Supporting documents to be furnished Copies of the Work Order and completion Certificate issued by the client for the consulting	We request the authority to also allow work order/LOA along with payment receipt certified by Chartered Accountant as a proof of completion/substantial completion of eligible assignments  We request the authority to delete the requirement to submit completion certificate as giving completion certificate is discretionary of client	Only completed works will be considered, any document from the client certified by the Chartered Accountant towards completion of the assignment can be submitted along with TDS certificate as a proof of completion of eligible assignment.

	3	Clause 3.6, Sl. No. 3	List of consultancy assignments completed during last 07 years ending 31-12-2019 as per annexure-II	We request the authority to modify this clause as List of consultancy assignments completed during last <u>12</u> years ending 31-12-2019 as per annexure-II We request the authority to modify rest of the RFP accordingly	List of consultancy assignments completed during last 12 years ending 31-12-2019 shall be considered.
	4	Clause 4.1, Sl. No 1	Evaluation criteria for empanelment Past Experience of the consultancy agency  “Past Experience in determination of Tariff in AERA”	We request the authority to modify this clause as  “Past Experience in determination of Tariff in AERA/MoCA/and assignment related to determination of tariff pertaining to aviation sector	As per provisions of tender document.
	Annexure-II	Note; Line 2	It is certified that all information submitted in EOI document are true and no work has been sublet on back to back basis	Consultancy firm normally sublet certain portions of work such legal, technical (engineering specific) to firm specialize in these fields. We request the authority to modify the clause as  “It is certified that all information submitted in EOI document are true and no major portion of work has been sublet on back to back basis	Not agreed, Original Clause of the Tender Document retained.
	Annexure-V		Number of Works/Assignments	We request to relax the requirement to showcase assignments within a period of last 12 years instead of 7 years in each category  We request the authority to modify rest of the RFP accordingly	List of consultancy assignments completed during last 12 years ending 31-12-2019 shall be considered.

				No of assignment with any Regulatory body in last 7 years	No of assignment carried out with Aviation Sector in last 7 years	No of economic studies conducted for central /state Govt/P SUs in last 7 years	No of assignments carried out in determination of tariffs in AERA in last 7 years	No of assignments carried out in determination of tariffs in any Regulatory Body/Regulated Entity in last 7 years		
		Annexure-VI	Sl. No 1.2	<p>Past Experience in similar assignments with any Regulatory body</p> <ul style="list-style-type: none"> <li>• &gt;5 and &lt;= 10 assignments= 5 Marks</li> <li>• &gt;11 and &lt;=15 assignments= 10 Marks</li> <li>• &gt;16 assignments</li> </ul>	<p>We request the authority to modify this clause as:</p> <p>Past Experience in similar assignments with any Regulatory body</p> <ul style="list-style-type: none"> <li>• &gt;0 and &lt;=5 assignments = 5 Marks</li> <li>• &gt;6 and &lt;=10 assignments = 10 Marks</li> <li>• &gt;10 assignments and above = 15 Marks</li> </ul>	As per provisions of tender document.				

			and above= 15 Marks		
	Annexure-VI	Sl. No 1.4	<p>Past experience in economic studies conducted for central / state government/PSUs</p> <ul style="list-style-type: none"> <li>• &gt;5 and &lt;= 7 studies = 5 Marks</li> <li>• &gt;7 and &lt;= 10 studies = 7 Marks</li> <li>• &gt;10 studies and above = 10 Marks</li> </ul>	<p>We request the authority to modify this clause as</p> <p>Past experience in economic studies/policy studies conducted for central / state government/PSUs</p> <ul style="list-style-type: none"> <li>• &gt;3 and &lt;= 5 studies = 5 Marks</li> <li>• &gt;5 and &lt;= 7 studies = 7 Marks</li> <li>• &gt;7 studies and above = 10 Marks</li> </ul>	As per provisions of tender document.
	Annexure-VI	Sl. No 3	<p>Financial Strength (in Crores)</p> <p>&gt;21 and &lt;=50 = 5 Marks &gt;51 and &lt;=75 = 10 Marks &gt;76 and above = 15 Marks</p>	<p>Usually average annual turnover is considered for assessing financial strength. We request the authority to modify the clause as</p> <p>Financial Strength (in Crores)- Average annual turnover in last 3 years &gt;21 and &lt;=50 = 5 Marks &gt;51 and &lt;=75 = 10 Marks &gt;76 and above = 15 Marks</p>	As per provisions of tender document.
	Section 5	Clause 6.5	<p>Confidentiality Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Consultancy Agencies who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of</p>	<p>We request the authority to added below phrase in the clause <b><u>“Provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.”</u></b></p>	As per provisions of tender document.

				<p>confidential information related to the empanelment process may result in the rejection of Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Consultancy Agencies who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.</p>		
		Section 5	Clause 6.6	<p>Indemnity The selected Agencies will indemnify AERA against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. AERA stand indemnified from any claims that the hired</p>	<p>We request authority that consultant should only be asked to provide indemnity against proven acts of gross negligence and willful misconduct.</p> <p>Please modify the clause accordingly</p>	<p>As per provisions of tender document.</p>

			manpower may opt to have by virtue of working on the project for whatever period. AERA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.		
	Section 5	Clause 6.11	Agency's Integrity Consulting Agency is responsible for and obliged to conduct all assignments/ activities as defined in the scope of work.	As per our understanding, by agency the authority mean consulting firms providing consultancy services.  Please clarify	Yes. Consulting Agency is responsible for and obliged to conduct all assignments/ activities as defined in the scope of work that means consulting firms providing consultancy services.
	Additional query		Extension of Time	We request to kindly extend the last date for submission of bid by <b>minimum 14 working days</b> from the date of issuance of response to our queries	The last date for submission of bids rescheduled to 16 <sup>th</sup> March 2020
	Additional query		Inclusion of Limited Liability Clause	We request the Authority to kindly incorporate the following statement in the contract to be signed, post selection of the Consultant.  "Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant shall not exceed the fees received by the Consultant in the Work Order."	Issues pertain to RFP and shall be included as deemed appropriate.
	Additional query		Inclusion of clause	We request the Authority to share complete terms and conditions of a sample	As per provisions contained in the tender document is

				<p>agreement to be signed between empanelled consultant and tender issuing authority. We also request to kindly incorporate the following statement in the contract to be signed, post selection of the Consultant.</p> <p><b>1. Anti-Bribery and Anti-Corruption:</b>  Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or nonperformance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe.</p>	adequate.
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					<p>For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p> <p><b>2. Economic and Trade Sanctions:</b></p> <p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the</p>	
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					<p>subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.</p> <p><b>3. Non-Exclusivity:</b> The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a nonexclusive basis.</p> <p><b>4. Client Tasks</b>  The Client shall at its own cost do the following in such good time as not to delay or disrupt the performance of the Project:  (a) provide all necessary information and material relating to the Project; (b) arrange for all necessary meetings with relevant persons or authorities; (c) render such reasonable assistance (including, where applicable, procurement (or assistance in the procurement of) of any work permits,</p>	
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					<p>visas, licenses, consents, etc.; (d) arrange for all necessary material (including, hardware, infrastructure, software licences etc.).</p> <p><b>5. Project Delay, Suspension or Cancellation:</b></p> <p>If for any reason (other than Consultant's material breach of the Agreement), the Project is suspended, deferred and/or cancelled, then:</p> <p>5.1 all amounts paid to the Consultant until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable; and</p> <p>5.2 Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation. Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as Consultant's rights and are liquidated damages.</p> <p><b>6. Warranties, Indemnity, Liability</b></p> <p>6.1 Consultant will use reasonable skill and care in providing the Services. Except as expressly stated afore, the Consultant does not make any warranties, conditions, or representations to Client, any of its affiliates, or any other party with respect to the work product or any services, whether oral or written, express, implied, or statutory.</p>	
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					<p>6.2 Client acknowledges and agrees that to the fullest extent permitted by law: (a) in no event shall the Consultant be liable for any special, indirect, incidental, exemplary, or consequential damages or loss of goodwill including without limitation, loss of use, loss of profit, loss of production, loss of interest, business interruption, or the failure of essential purpose, even if Consultant has been notified of the possibility or likelihood of such damages occurring; and (b) without limiting the foregoing, in no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose.</p> <p><b>7. Termination</b></p> <p>Consultant will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under clause 4 for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure</p>	
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					<p>within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.</p> <p><b>8. Deliverables:</b>-Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier</p> <p>9.The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for</p>	
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					<p>filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.</p>	
3	<b>PWC</b>	3	3.1	Pre-Qualification Criteria – Point 5- Annual Turn Over-	Annual turn-over specified in numbers is Rs. 20 Crore, whereas the same in words is	Corrigendum issued on 17.02.2020. Rupees Thirty

			Category 'A'- Annual turnover of Consulting Agency should be minimum of Rs. 20 crores (Rupees thirty crores) in each of the last three financial years (2016-17, 2017-18 and 2018-19)	stated as thirty Crores. Highlighting the same for Authority's reference and request for providing clarity on this	Crores in words shall be read as "Rupees Twenty Crores"
	3	3.1	Pre-Qualification Criteria – Point 5- Annual Turn Over- Category 'B'- Annual turnover of Consulting Agency should be minimum of Rs. 5 crores (Rupees thirty crores) in each of the last three financial years (2016-17, 2017-18 and 2018-19)	Annual turn-over specified in numbers is Rs. 5 Crore, whereas the same in words is stated as thirty Crores. Highlighting the same for Authority's reference and request for providing clarity on this	Corrigendum issued on 17.02.2020. Rupees Thirty Crores in words shall be read as "Rupees Five Crores"
	3	3.1	Pre-Qualification Criteria – Point 6- Assignments- Category 'A'- The Consulting Agency should have successfully completed at least 5 assignments of similar nature of work in the last 7 (Seven) financial years as listed in the scope of work under Section-II of the EOI	We understand that for the purposes of Pre-Qualification, relevant experience in tariff determination/analysis, etc./ will be considered for aviation and other sectors  Further, we would request the Authority to consider ongoing assignments also for the purposes of Pre-Qualification Please confirm	As per provisions of tender document.
	3	3.1	Pre-Qualification Criteria – Point 6- Assignments- Category 'B'- The Consulting Agency should have successfully	Same as in query of Sr. No. 3	As per provisions of tender document.

			completed at least 2 assignments of similar nature of work in the last 7 (Seven) financial years as listed in the scope of work under Section-II of the EOI		
	3	3.1	<p>Pre-Qualification Criteria – Point 8- Manpower- Category ‘A’- Consulting Agency should have at least 30 qualified and experienced professional specializing in executing various activities on their permanent roll as listed in the scope of work under Section-II of the EOI</p> <p>Category ‘B’ - Consulting Agency should have at least 15 qualified and experienced professional specializing in executing various activities on their permanent roll as listed in the scope of work under Section-II of the EOI</p>	<p>We believe that for empanelment purposes, the experience of Consultant and suitable experts, as envisaged under the EOI, are sufficient for Pre-Qualification and evaluation. The number of professionals might not be required.</p> <p>Further, we believe the specific requirement of number of experts and qualification/ experience, can be detailed out and sought at the RFP stage. Hence, we would request you to remove this requirement.</p>	As per provisions of tender document, No change in pre-qualification is envisaged.
	3	3.2	Data Analyst B.E/B.Tech/MCA/MBA (IT)	Considering the roles and responsibilities of Data Analyst expert such as econometric modeling, we would request the Authority to consider academic qualifications like B.A./M.A. in Economics as eligible	Graduates / Post Graduate in Economics or Statistics for Data Analyst shall be considered.
	Annexure	2	Category A	In line with query Sr. No. 5, we would	As per provisions of tender



		VI CRITERION FOR TECHNICAL EVALUATION FOR CATEGORY -‘A’ and ‘B’		<p>Qualified and Experienced Professional Strength</p> <ul style="list-style-type: none"> <li>• &gt;30 and &lt;=50 Nos. = 10 Marks</li> <li>• &gt;51 and &lt;=75 Nos. = 15 Marks</li> <li>• &gt;76 and above = 20 Marks</li> </ul> <p>Category B</p> <p>Qualified and Experienced Professional Strength</p> <ul style="list-style-type: none"> <li>• &gt;15 and &lt;=20 Nos. = 10 Marks</li> <li>• &gt;21 and &lt;=30 Nos. = 15 Marks</li> <li>• &gt;30 and above = 20 Marks</li> </ul>	request you to remove this requirement	document.
4	KPMG	3.5	Eligibility Criteria- Consortium	JVC/Consortiums are not permitted	As per the Bar Council only authorized legal services. Please allow formation of consortium with legal firm to on board a competent legal firm so that we can provide comprehensive services including legal services to AERA through our consortium member	JVC/Consortium are not permitted.  Further, Legal Expert may be on the pay rolls of the Applicant or be associated as a Consultant to the Applicant (whether hired as an individual or from a Law firm) provided his/her appointment as a Consultant to the Assignment shall

					remain for the entire duration of the actual Assignment." Other terms and conditions shall remain the same	
		3.1	Eligibility Criteria-Pre-Qualification Criteria	For "Category A": Annual turnover of Consulting Agency should be minimum of Rs. 20 crores in each of the last three financial years (2016-17, 2017-18 and 2018-19)	The assignment of such complexity and reputations needs an experienced to undertake the task efficiently. Thus, we request the Authority to increase the minimum turnover threshold to at least INR 200 crore so that only competent and serious bidders can participate	As per provisions of tender document.
		3.1	Eligibility Criteria-Pre-Qualification Criteria	For "Category B": Annual turnover of Consulting Agency should be minimum of Rs. 5 crores in each of the last three financial years (2016-17, 2017-18 and 2018-19)	The assignment of such complexity and reputations needs an experienced to undertake the task efficiently. Thus, we request the Authority to increase the minimum turnover threshold to at least INR 100 crore so that only competent and serious bidders can participate	As per provisions of tender document.
		3.2	Eligibility Criteria-Composition of Expert Team	Aviation Expert: The aviation expert should have relevant experience in the aviation sector and could be on-roll or in association with the firm	Aviation Expert is a key and critical personnel required for successful delivery of the project. We would request the Authority to only allow Aviation Expert which is on the pay rolls of the Applicant	As per provisions of tender document.
		3.2	Eligibility Criteria-Composition of Expert Team	Data Analyst: Data Analyst should have relevant experience in the regulatory frame. Database management and analysis would require experience in software based analytical tools, sensitivity	Data Analyst is a key and critical personnel required for successful delivery of the project. We would request the Authority to only allow Data Analyst which is on the pay rolls of the Applicant	As per provisions of tender document.

				analysis, and econometric modeling including experience in word and excel sheet		
		3.2	Eligibility Criteria- Composition of Expert Team	Senior Specialist: ICWA/CA/MBA (Finance)/PGDBM with specialization in Finance from premier institutes such as Indian Institute of Management	In addition to the proposed qualification requirement, we strongly request the Authority to also allow masters in Economics, Ph.D. or equivalent education qualification for the position of Senior Specialist	As per provisions of tender document.
5	E&Y	3	3.4(iv)	Earnest Money Deposit (EMD)	Request AERA to give a chance to rectify inadvertent mistakes	As per provisions of tender document.
		3	3.3	Category of Empanelment	Request AERA to create a separate sub-category for Independent Service Providers (ISPs) or include them within the given categories-A and B in order to standardize the tariff determination for ISPs	As per provisions of tender document. Scope of work includes ISP's as well.
		3	3.1(6)	Pre-Qualification Criteria: Assignments	Request AERA to clarify if the benchmark of 5 assignments mentioned, exclusively pertains to 5 aeronautical tariff orders for Category 'A' and 2 aeronautical tariff orders for Category 'B'	As per provisions of tender document. Further, Any assignment similar to the scope of work.
		4	4.1(1)	Evaluation Criteria for Empanelment: Past Experience of the Consultancy Agency	Request AERA to assign a suitable weightage of scores to consulting agencies which have prior empanelment with other authorities/ regulatory bodies	As per provisions of tender document.
		3	3.1	Pre-Qualification Criteria: Annual Turn Over	Kindly clarify the turnover benchmark for both categories- A and B, since the numeric figures and the figures in words do not match.	Corrigendum issued on 17.02.2020. Category-A Rupees Thirty Crores in words shall be read as "Rupees Twenty Crores" Category-B Rupees Thirty Crores in words

						shall be read as “Rupees Five Crores”
			New Proposed Clause		AERA shall not recover from the Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. AERA shall not recover from the Agency, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Issues pertain to RFP and shall be included as deemed appropriate.
			New Proposed Clause		The Agency may terminate this Agreement, or any particular Services, immediately upon written notice to AERA if the Agency reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Not Agreed
6	SBI Capital Markets Limited	Critical Data Sheet	Page No 3	Critical data sheet; Last date for submission of EOI is stated as 05/03/2020; 1600 hrs	We request AERA to provide a minimum of <b><u>10 days post AERA's</u></b> response to pre-bid queries (expected by Feb 28, 2020) as the last date for submission of Application form for Empanelment .i.e. either on or after March 9, 2020. The above request is made as we would need 10 days at the minimum from the date of receipt of	The last date for submission of bids rescheduled to 16 <sup>th</sup> March 2020

				replies to Pre Bid Queries to get the required internal approvals for submitting the Application form for Empanelment to AERA	
	3	Clause No: 3.1 Sr No: 2 Page No: 10	Pre-Qualification criteria: Supporting documents to be furnished: Sanction order and completion certificate has to be submitted for proof of work	1. Request AERA to consider signed offer letters /work orders/invoices raised or any other documentary proof attested by the Bidder as supporting documents. Completion certificates are not usually provided by the client and hence we request AERA to consider other documentary proofs as mentioned in this request as valid supporting document. 2. Request AERA to consider ongoing assignments in which considerable work has been done also along with completed assignments. In certain cases due to the nature of certain regulatory mandates there could be delay in completion of mandates even though considerable work has been done. Hence we request AERA to consider the above request provided documentary proof is provided for the work done/milestone completed	Bidders should submit the following: 1. Only completed works will be considered, any document from the client certified by the Chartered Accountant towards completion of the assignment can be submitted along with TDS certificate as a proof of completion of eligible assignment. 2. Not Agreed.
	3	Clause No: 3.1 Sr No: 6 Page No: 11	Assignments: The Consulting Agency should have successfully completed at least 5 assignments of similar nature of work in the last <b>7 (Seven)</b> financial years as listed in the scope of work under Section – II of the EOI.	1. Request AERA to clarify whether similar nature of work can be in any infrastructure / essential services sector such as power, roads, metro, port, gas/telecom etc. 2. Request AERA to remove any stipulation on number of years within which such assignments should have been carried out which has been stated as 7 years in the current document. Limiting successful assignments to only last 7 years could only	1. Any assignment similar to the scope of work as mentioned in the Tender Document. <b>2.</b> List of consultancy assignments completed during last 12 years ending 31-12-2019 shall be considered.

				benefit new players in the consulting business at the expense of established players who are into consulting business for decades. Further marquee mandates carried out before a specified period which would have added sufficient expertise to the consulting firm shall get arbitrarily disqualified on account of this stipulation. 3. Request AERA to consider ongoing assignments in which considerable work has been done also along with completed assignments provided documentary proof is provided for the work done/milestone completed.	3. Not agreed
		4	Clause No: 4.1 Sr No: 4 Page No: 21	Evaluation Criteria for Empanelment Regional Presence including infrastructure manpower and other resources at each location. This may be substantiated by the Consultancy Agency through documentary evidence.	Request AERA to provide clarity on the form of documentary evidence that could be considered for regional presence and infrastructure manpower.  Consulting Agency should submit an undertaking with a list of location(s) as a documentary proof.
		5	Clause No: 6.6 Page No: 24	Indemnity The selected Agencies will indemnify AERA against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related	Request AERA to cap the indemnity compensation at the actual fee received by the Consultant for undertaking the work.  As per provisions of the Tender Document.

				services or any part thereof. AERA stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. AERA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project		
		Annexure	Page No: 28	Annexure I - Organizational Details Sr.No.3 Qualified and Experienced Professional strength	Experienced Professionals like Aviation Expert, Legal Expert and Data Analyst are to be appointed as sub-consultants at the time of Techno Commercial bid process for a specific assignment. Please note that these experts are not on the rolls of the consultancy firm and we have to arrange for an external tie up with these experts which could be formalised only for a specific mandate based on requirement and not at the time of empanelment. Post successful empanelment at the time of limited tender, based on the need pertaining to a mandate we shall arrange for a tie up with these consultants and submit necessary details as requested by AERA for evaluation of such legal and aviation experts at the time of selection of successful bidder. Request AERA to hence remove the requirement to submit the	These are the requirements at RFP stage for taking up the assignment.

					details as requested under Annexure IV and details as requested under point no 3 of Annexure I	
	Annexure	Page No: 28	Annexure I - Organizational Details Regional Presence of the Consulting Agency in the location of Major Airport.	Request AERA to clarify what constitutes Regional presence in the location of Major Airport and the list of Major Airports considered for this purpose.	As clarified at Serial Number - 4 of Annexure VI & VII. The list of Major Airport is available on <a href="http://www.Aera.gov.in">www. Aera.gov.in</a> under "Public Circulars"	
	Application Form	Page No: 27	Application Form for Empanelment	Under the Application form for empanelment under Sr no: 8 which lists criteria for technical evaluation for category –'A' & 'B', the details pertaining to the Annexure VI and Annexure VII shall be provided in the earlier annexures (Annexure II- V) and these Annexures VI and VII seem to be towards awarding marks based on the submissions. As such request you to clarify what are the details that have to be filled in these Annexure VI and VII formats.	Bidders are not required to fill the Annexures VI & VII	