

Clarifications/Replies to Pre-bid Queries of RFP No.03/2019-20 dated 13.12.2019 for Engagement of Consultants to assist Airports Economic Regulatory Authority of India (AERA) in Determination of Tariffs for Aeronautical Services for AAI Airports of Raipur and Trichy (Major Airports).

Name of Bidder	S. No.	RFP Clause			Bidders Query	Remarks/ Authority's response
		Clause No./ Para No.	Name	Text requiring clarification		
M/s Ernst & Young						
M/s E&Y	1	7.1.1/ pg66	Performance Guarantee	For the purposes of this Agreement, Performance Guarantee shall be deemed to be an amount equal to 10% (Ten percent) of the Agreement Value (the "Performance Guarantee"). The Consultant shall be required to provide a Performance Guarantee in the form of a Bank Guarantee issued by a nationalized bank or a scheduled bank in India (Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.)	Request AERA not to insist on performance guarantee.	Original clause is retained with no change.
M/s E&Y	2	7.1.2/ pg66	Performance Guarantee	The Performance Guarantee shall be retained by AERA for a period of one year from the date of completion of consultancy assignment and will be released after	Please clarify whether the Performance Guarantee will be retained for one year after issue of order by the Authority or post completion of assistance in Legal	Original clause is retained with no change.

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				submission of an affidavit (on non-judicial stamp paper of Rs. 100/-) that they will assist AERA in 'Appeals' and 'Legal Cases' against the Orders of the Authority and to implement the Tribunal (Appellate Tribunal- TDSAT at present) Orders.	<p>matters.</p> <p>In either case, we request AERA to reduce the retention period of performance guarantee to four months after completion of consulting services.</p>	
M/s E&Y	3	2.2.1/ pg11	Earnest Money Deposit (EMD)	<p>The Applicants shall submit, along with their Proposal, an EMD of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) for each Airport, separately, in the following form</p> <p>(a) The EMD 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;</p>	<p>Request AERA not to insist on submission of EMD or reduce the amount of EMD to Rupees one lakh.</p>	<p>Original clause is retained with no change.</p>
M/s E&Y	4	Appendix-I, Form 1, para 14/ pg39	Letter of Proposal	<p>The EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft, one each, separately, for the 02(two) AAI</p>		

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				Airports from a Nationalised/Scheduled Bank in India, is attached, in accordance with the RFP Document.		
M/s E&Y	5	2.2.4(a)/ pg12	Forfeiture Of Earnest Money Deposit (EMD)	If an Applicant submits a non-responsive Proposal	Request AERA to give a chance to rectify inadvertent mistakes	Original clause is retained with no change.
M/s E&Y	6	3.5/pg26	Execution of Agreement	After acknowledgement of the LOA as aforesaid, the Selected Applicant shall sign the Agreement within 30 (thirty) days from the issue of the LOA. The Selected applicant shall not be entitled to seek any deviation in the terms and conditions of the Agreement.	The Selected applicant shall not be entitled to seek any deviation in the terms and conditions of the Agreement.	Original clause is retained with no change.
M/s E&Y	7	2.9.2/ pg57	Termination of Agreement by the Consultant	The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clauses 2.9.2, terminate this Agreement if:	Request AERA to reduce consultant's notice period to 15 days, same as that for the Authority	Original clause is retained with no change.

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M/s E&Y	8	4/ pg27 and 5.4 and 5.5/ pg28	Deliverables and Payment Schedule & Completion of Services	<p>4. Note-1: If due to any reason, work/assignment is not completed within the stipulated time, AERA may at its discretion extend the last date of completion of work without any financial implication to AERA. Delay in submission of assignment attributable to the selected consultant firm will make them liable for action(s) given in Para 5 "Liquidated Damages and Penalties". Decision of AERA in this regard shall be final and binding on the consultant firm.</p> <p>5.4 The period of consultancy services shall be 04 (four) months from the date of LOA and shall be completed within the stipulated period.</p> <p>5.5 AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months at its own discretion.</p>	<p>Request AERA to delete para 5 "Liquidated Damages and Penalties (para 5.4)"</p> <p>The period of consultancy services is given as 'four' (4) months which seems to be insufficient to carry out the exercise. Request AERA to increase the consultancy period to 'six' (6) months.</p>	<p>Original clause is retained with no change. As regards para 1.6 at page 9 to be read with para 5.4 & 5.5 at page 34 of the RFP wherein It is clarified that AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months for Determination of Tariffs for Aeronautical Services for AAI Airports of Raipur and Trichy (Major Airports) .</p>

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M/s E&Y	9	5.3/ pg28	Liquidated Damages 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. This is without prejudice to the other remedies as may be available as per applicable law. Overall LD, whether on account of delay and error/variation, shall be limited to 10% (Ten percent) of the Agreement/ Award Value.	Request AERA to give a chance to rectify inadvertent mistakes.	Original clause is retained with no change.
M/s E&Y	10	5.5 /pg28	Penalty for Deficiency in Services	In addition to the Liquidated Damages listed hereinabove, as specified in Clauses 5.3 and 5.4 above, the Consultant may be censured and/ or debarred for deficiencies on its part in completion of the consultancy	Should be deleted as per our Legal Team	Original clause is retained with no change.

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				assignment.		
M/s E&Y	11		New Clause		The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Not agreed
M/s E&Y	12		New Clause		The Authority shall not recover from the Consultant, 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.	Not agreed

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M/s PKF Sridhar & Santhanam						
M/s PKF	13	2.6 .1(H)	Eligibility criteria for Key Personnel: Each of the Key Personnel must fulfill the eligibility criteria specified here in below:	Data Analysis Expert: - Graduate/ Postgraduate in Statistics/ Economics/ Transport Economics Analysis would require experience in software based analytical tools, sensitivity analysis, econometric modeling including experience in MS Word / Excel.	Data Analysis Expert: Chartered Accountants / MBF Finance who have undertaken relevant certified courses in Data Analysis and have the necessary experience can be considered as Data Analysis Expert.	Original clause is retained with no change.