

Clarifications/Replies to Pre-bid Queries of RFP No.01/2019-20 dated 24.05.2019 for “Engagement of Consultants Consultant to assist the AERA in determination of tariffs for Aeronautical Services at Major AAI Airports of Varanasi, Amritsar, and, Bagdogra.”

		RFP Clause				
Name of Bidder	S. No.	Clause No./ Para No.	Name	Text requiring clarification	Bidders Query	Remarks/ Authority's response
M/s CRISIL						
M/s CRISIL	1	2.16	Proposal Due Date	The Proposal should be submitted on or before 26.06.2019 at 1100 Hrs. at the designated address in the manner and form as detailed in Clause 2.15.5 of this RFP.	In order to submit responsive and quality proposals, more time will be needed on account of addressing responses from Authority on pre-bid queries. We would request the Authority to provide at least 3 weeks extension from the date of publication of clarification	The Authority has agreed to extension of 15 days w.e.f. 21.06.2019. Accordingly, the revised proposal due date is 05 th July, 2019.
M/s CRISIL	2	2.6.1 point (e)	Conditions of Eligibility	The Applicant should have a minimum turnover of Rs.3,00,00,000/- (Rupees Three Crores) per annum under the head of 'professional fees' during each of the last three accounting years. For avoidance of doubt, professional fees here under refers to fees earned by the Applicant for providing	We believe that the turnover shall be increased to Rs. 50,00,00,000 (Rupees Fifty Crores). This will ensure participation of large firms and quality in execution. Therefore, we request the Authority to amend the clause as follows: "The Applicant should have a minimum turnover of Rs.50,00,00,000/- (Rupees	Not agreed. The Original Clause is retained.

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				'advisory' or 'consultancy' services to its clients.	Fifty Crores) per annum under the head of 'professional fees' during each of the last three accounting years"	
M/s CRISIL	3	3.2.2	Financial proposal evaluation	The lowest Financial Proposal (LI) for each Airport separately shall be considered for award of assignment/ letter of award. In the event of more than one Applicant becoming L1 for any one or more airports, then, the Applicant with the higher technical score shall be considered as lowest bidder and considered for award of Assignment/ Letter of Award for that particular airport(s).	In the case wherein a firm has the lowest financial quote and highest technical score in all three airports, authority to clarify whether all airports will be awarded to one company in such a scenario.	Yes. Please read Clause 3.2.2 with Clause 2.2.4 (b)
M/s CRISIL	4	2.14.1 point (b)	Financial proposal	The professional fee quoted in the financial Bid shall be exclusive of all statutory tax liabilities which should be indicated separately. The statutory Tax liability shall be paid by AERA as per actuals.	For the sake of clarity, we request the Authority to amend the clause as follows: " The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. Any such tax will be charged over	Relevant clauses in the RFP are clear and sufficient.

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					<p>and above the fees and amounts payable to Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns.</p> <p>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.</p> <p>Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Client in the details and documents uploaded to the GSTN. Additionally the Client shall be responsible and liable for</p>	

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					<p>providing its correct GSTIN and Consultant will not be responsible for verification of the Client's GSTIN. Where the Client fails to furnish its GSTIN, Consultant will treat the Client as being unregistered for GSTIN.</p> <p>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).</p> <p>The current contract pricing</p>	

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					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."	
M/s CRISIL	5		Anti-bribery & Anti-corruption		We request the Authority to include the said clause as follows: "Each Party represents, warrants and undertakes that: i. It has not and shall not	The RFP already includes similar clauses. The Original Clause is retained.

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Name of Bidder	S. No.	Clause No./ Para No.	Name	Text requiring clarification	Bidders Query	Remarks/ Authority's response
					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 non-	

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					<p>performance 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. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>ii. Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>iii. Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (i) and (ii).</p> <p>iv. 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</p>	

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					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."	
M/s CRISIL	6		Economic and Trade Sanctions		<p>We request the Authority to include the said clause as follows:</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</p>	Not applicable to AERA.

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					<p>("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 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>	

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M/s CRISIL	7		Non - exclusivity		We request the Authority to include the said clause as follows: "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 non-exclusive basis."	Not agreed.
M/s Ernst & Young						
M/s E&Y	1	1.2 (f), 2.1(x), 5.2(a)	Request For Proposal, Scope Of Work, Appropriation Of Performance Guarantee	1.2 (f). The Consultant shall assist AERA in all the matters relating to 'Appeal' and 'Legal cases' filed up to 31.03.2024 (end of control period) against AERA with respect to this assignment. 2.1(x). Assist the Authority in 'Appeals' and 'Legal Cases' against the Orders of the Authority.	The Consultant will assist the Authority in 'Appeals' and 'Legal Cases' against the Tariff Orders issued pertaining to this assignment for a period of 06 months from the date of issue of Tariff Order. Assistance requested post the stipulated period shall be appropriately compensated on pro-rate basis of the fee	Not agreed. The Original Clause is retained.

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				5.2(a). Further, 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 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.	agreed by the Consultant for all time and expenses incurred.	
M/s E&Y	2	2.2.4(a)	Forfeiture Of Earnest Money Deposit (EMD)	If an Applicant submits a non-responsive Proposal;	Request the Authority to kindly modify the referred clause as follows, "If an Applicant submits a non-responsive Proposal as specified in Clause 2.20.3; "	Agreed. 2.2.4 (a) may be modified to read as: "If an Applicant submits a non-responsive Proposal as specified in Clause 2.20.3."

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M/s E&Y	3	3.5	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.	Request the Authority to kindly modify the referred clause as follows, "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 Agreement. "	Not agreed. The Original Clause is retained.
M/s E&Y	4	3.7	Proprietary Data	Subject to the provisions of Clause 2.2, all documents/ information provided by the AERA or submitted by an Applicant are to be treated as strictly confidential information. AERA will not return any Proposal or any information related thereto except as stated in Clause 3.1.6 herein. All information	Request the Authority to kindly modify the referred clause as follows, "Subject to the provisions of Clause 2.2, all documents/ information provided by the AERA or submitted by an Applicant are to be treated as strictly confidential information. AERA will not return any	Clause 3.7 is modified as under : "Subject to the provisions of Clause 2.2..... proposal or any information related thereto except as stated in Clause 3.1.6 herein. All information collected, analysed, processed or in

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				collected, analysed, processed or in whatever manner provided by the Applicants/Selected Applicant to AERA in relation to the Consultancy, shall be the property of AERA.	Proposal or any information related thereto except as stated in Clause 3.1.6 herein. All information collected, analysed, processed or in whatever manner provided by the Applicants/ Selected Applicant to the AERA in relation to the Consultancy shall be the property of AERA ."	whatever manner provided by the Applicants/ Selected Applicant to the AERA in relation to the Consultancy shall be the property of AERA and shall not be used without the prior written approval of the Authority."
M/s E&Y	5	4 & 5.5/ pg 34	Deliverables and Payment milestone Completion of Services	4. Note: If due to any reason, work / assignment is not completed within the stipulated time, AERA may add 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	As per the timelines propose by the Authority, the consultancy work is to be completed within 04 months. However, as per Clause 5.5 and Note in para 4, AERA reserves the right to extend the period of Consultancy beyond the period of 04 (Four) months at its own discretion without any financial implication on AERA. Request the Authority to	Not agreed. The Original Clause is retained.

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				<p>the consultant firm.</p> <p>5.4 The period of consultancy services shall be 04 (Four) months from the date of issue 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>kindly clarify if the delay in submission is on the account of concerned AAI airport or the Authority or additional work other than defined in the Scope of Work (para 2.1) then in that case whether the consultant shall be appropriately compensated for providing additional works.</p>	
M/s E&Y	6	5.4	Liquidated Damages For Error/Variation	<p>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</p>	<p>Request the Authority to kindly modify the referred clause as follows,</p> <p>"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</p>	<p>Not agreed. The Original Clause is retained.</p>

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				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	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."	
M/s E&Y	7	5.5	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 assignment.	Request the Authority to kindly modify the referred clause as follows, "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 assignment."	Not agreed. The Original Clause is retained.

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M/s E&Y	8	Para 14, Appendix-I Form -1	Letter of proposal	The EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft, from a Nationalized/ Scheduled Bank in India, is attached, in accordance with the RFP document.	Request you to kindly modify the quoted text to "The EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft, one each for three AAI airports , from a Nationalized/Scheduled Bank in India, is attached, in accordance with the RFP document. "	<p>Agreed.</p> <p><u>Corresponding to clause 2.2.1, Para 14, Appendix-I Form -1 may be read as:</u></p> <p>"The EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft, one each for three AAI airports , from a Nationalized/Scheduled Bank in India, is attached, in accordance with the RFP document. "</p>
M/s E&Y	9	New Clause			In case, Government of India declares any of the airports under consideration for privatisation during the course of the engagement. Or any other Central or State Authority directs the Airport operator to amend the Tariff	AERA shall foreclose the agreement, if at any time during the course of this engagement, Government /AAI decides to privatise any of the three airports (namely:

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					proposal substantially, which results into rework of a concluded task. Request you to kindly clarify or provide way forward in such cases. In case of additional effort, the same should be appropriately compensated on pro-rate basis of the fee agreed by the Consultant for all time and expenses incurred.	Varanasi, Amritsar, and, Bagdogra) and issues an RFP in this regard.
SBI Capital Market Ltd.						
SBI Capital Market Ltd.	1	2.2.5 (c)	Bid Security	The Performance Guarantee shall be refunded to the party after completion of 01 (one) year from the issue of Tariff Order after obtaining a written Undertaking (to be furnished on Rs.100/- Non-Judicial stamp paper) from the Consultant that they shall assist AERA in any litigation arising on the Tariff Order.	Request AERA to keep the validity requirement of Performance Guarantee till 3 months from the date of completion of assignment or from the date of issue of tariff order, whichever is later.	Not agreed. The Original Clause is retained.

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SBI Capital Market Ltd.	2	2.6.1(h)	Eligibility Criteria for Key Personnel	Data Analysis Expert; Educational Qualification: Graduate/Post Graduate in statistics/Transport Economics; Experience in Eligible Assignments: Analysis would require experience in software based analytical tools, sensitivity analysis, econometric modelling including experience in MS Word/Excel.	Request you to kindly exempt these specific educational qualifications as the relevant course in statistics is taught under MBA curriculum in almost all leading management schools in the country. Request you to kindly consider a post graduate degree in management/ MBA as an equivalent educational qualification.	In partial modification of clause 3.1.2 the following sentence may be treated as deleted. "The proposed Key Personnel except Aviation Expert must be on the pay rolls of the Applicant and will be duly supported with professional staff of the Applicant". Further clause 2.6.1 (h) regarding educational qualification for Data Analysis Expert is modified as under: Educational Qualification: Graduate/ Post Graduate in Statistics/ Economics/ Transport Economics; Applicants may note that if the 'Data Analysis Expert' is a Graduate/

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						Post Graduate in 'Transport Economics,' then the applicant gets an additional score of 02 marks in the Technical evaluation.
SBI Capital Market Ltd.	3	Appendix 1/Form 1 (Point 12)	Letter of Proposal	We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO / Applicant/Partner/Directors.	<p>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 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</p>	The word 'Associates' may be treated as ' <u>deleted</u> ' from the Appendix 1/ Form 1 (Point 12) of the RFP.

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					<p>regard.</p> <p>Hence, we request AERA to kindly remove the mention of 'Associates' in the subject clause.</p>	
M/s Global connect Advisory LLP						
M/s Global connect Advisory LLP	1	clause 2.6.1 (f))	Key Personnel		<p>There is a requirement for having a Data Analysis Expert, who should be a " Graduate/ Post Graduate in Statistics/ Transport Economics" with 5 years of professional experience.</p> <p>In our firm, we hire such experts on a contract basis. Currently, our on -roll staff/ partners do not have the above qualification. However, we have resources who are Post Graduate in Economics.</p> <p>Also, we have professional experience in performing similar projects, where we have used data analytics</p>	<p>In partial modification of clause 3.1.2 the following sentence may be treated as deleted.</p> <p>"The proposed Key Personnel except Aviation Expert must be on the pay rolls of the Applicant and will be duly supported with professional staff of the Applicant."</p> <p>Further clause 2.6.1 (h) regarding educational qualification for Data Analysis Expert is modified as under: Educational Qualification:</p>

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					<p>tools and performed predictive analysis/ simulation etc.</p> <p>We request your clarification with respect to the above clause on data analytics expert being on our rolls for at least 1 year.</p>	<p>Graduate/ Post Graduate in Statistics/ Economics/ Transport Economics;</p> <p>Applicants may note that if the 'Data Analysis Expert' is a Graduate/ Post Graduate in 'Transport Economics,' then the applicant gets an additional score of 02 marks in the Technical evaluation.</p>
M/s Mercados Energy Markets India Pvt. Ltd.						
M/s Mercados Energy Markets India Pvt. Ltd.	1	2.6.1 (d)	Conditions of Eligibility	The Applicant should have minimum 10 (ten) professionals – on their pay roll, out of which there should be 06 Chartered Accountants and rest can be Cost Accountants (ICWA) or MBA (Finance) from a Premier Institute.	(a) The Consultant is bound to provide a minimum of three key personnel out of which one professional should be with a CA/ICWA/MBA (Finance) background, to perform as per the terms of the RFP and Agreement. In light of such requirement, soliciting minimum 6 CAs and others ICWA / MBA (Fin) may not be	Not agreed. The Original Clause is retained.

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					required. (b) "A minimum of 2 CA and 2 ICWA/ MBA (Finance)" is suggested.	
		2.6.1 (h)	Eligibility criteria for Key Personnel	Graduate / Post Graduate in Statistics / Transport Economics	(a) The assignments under this RFP requires detailed understanding of financial models and the various economic parameters which are part of commerce / Business Economics which also include statistical tools to analyse data. We request AERA to allow Graduate / Post Graduate in Commerce/Business Economics /Finance	In partial modification of clause 3.1.2 the following sentence may be treated as deleted. "The proposed Key Personnel except Aviation Expert must be on the pay rolls of the Applicant and will be duly supported with professional staff of the Applicant." Further clause 2.6.1 (h) regarding educational qualification for Data Analysis Expert is modified as under: Educational Qualification: Graduate/ Post Graduate in Statistics/ Economics/ Transport Economics;

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						Applicants may note that if the 'Data Analysis Expert' is a Graduate/ Post Graduate in 'Transport Economics,' then the applicant gets an additional score of 02 marks in the Technical evaluation.