

Subject: Clarifications to the queries raised by agencies through email or during pre-conference meeting held on 25.10.2017 in respect of RFP for selection of consultant cum transaction advisor for Operation, Management & Development of IGRUA.

SN	Section/ Clause	Description of existing clause	Queries	Clarifications
1.	Clause 2.1.1, Page 12	Detailed description...Consortium will not be eligible to bid.	We understand that during transaction management, a legal consultant is also required, however, Transaction Advisory Firms are not allowed to provide Legal Advisory Services. Thus we would request the authority to allow consortium of consultants for providing the transaction advisory services and remove the mentioned clause.	No change is contemplated. However, consultants may hire legal expert.
2.	Clause 3.1.3.1 (ii), Page 32	if the payment of professional fee to the Applicant was at least Rs. 50 lakh (Rupees fifty lakh only)	Normally, the project fee required for the relevant sector PPP (Aviation) projects should be less than the projects in core sector projects. However, as per the RFP, we understand that the case is otherwise here. In case of core sector projects, the payment of professional fee to the applicant is required to be Rs. 10 Lakhs. Thus, we would suggest that the payment of professional fee for relevant sector PPP (Aviation) projects should be less than the core sector requirement. Further, not many PPP projects have taken place in the aviation sector so far, hence, the authority may relax this criteria. Request the authority kindly change the clause to: “if the payment of professional fee to the Applicant was at least Rs. 5 lakh (Rupees five lakh only) ”	No change is contemplated.
3.	Clause	Criteria:	In case of unaudited annual	Unaudited annual

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	3.1.2 A, Page 30	Annual Turnover from consultancy services <ul style="list-style-type: none"> • INR 100 crores to 200 crores in the financial year 2016-17; • INR >200 crores in the financial year 2016-17 	turnover of the firm for the financial year 2016-17, we request the authority to accept the provisional turnover certificate which will be replaced by the audited annual turnover certificate prior to the signing of contract for the mentioned project.	turnover for consultant for financial year 2016-17 duly certified by CA will be acceptable.
4.	Clause 2.2.3	Qualification for key personnel	As per clause 3.1.3.1 (ii), a PPP project will be considered eligible <i>“if the payment of professional fee to the Applicant was at least Rs. 50 lakh (Rupees fifty lakh only)”</i> . And similarly, as per clause 3.1.3.2 (ii), a Core project will be considered eligible <i>“if the payment of professional fee to the Applicant was at least Rs. 10 lakh (Rupees ten lakh only)”</i> . We understand that this criteria would be valid only for evaluating project experience and not projects of key experts. We request the authority to clarify the same.	The fee criteria as laid down in Clause 3.1.3.1(ii) for PPP project and Clause 3.1.3.2(ii) for core project will be applicable only for the evaluating experience of the Applicant and not the Key Personnel.
5.	Section 1, Page 41 of 93	Terms of Reference	As per the RFP, the Ministry wants to appoint a consultant to assist the Ministry in formulating a strategic road map for the structuring and development of IGRUA, identifying the proposed structure for the project and	The Broad objective is already laid down in the RFP document.

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			<p>providing assistance in the bid process.</p> <p>We request the Ministry to kindly highlight the broader objective/need for selecting the ATI Operator for IGRUA. Since, there are many private aviation training institutes which already provide similar services, what is the broader objective that Ministry wishes to achieve. Clarity on the objective will help us deliver the engagement in an effective manner.</p>	
6.	Clause 3.1.3.2, Page 33 of 93	Core Projects	<p>The clause defines Core Projects as consultancy services for Training Institutes, Education Institutes / Schools and Research Institutes.</p> <p>Since, Skilling Institutes also come under the purview of training institutes, we request the Ministry to kindly consider Consultancy services provided for Skilling Institutes in the definition of Core Projects as well.</p>	The skilling institutes will be considered in the Training Institute provided the conditions mentioned in clause 3.1.3.2 are met.
7.	Clause No. 2.2.3, Page 13 of 93 and Clause 3A and 3D, Page 31 of 93	Conditions of Eligibility of Applicants and Technical Evaluation	<p>As per the clause, the eligibility criteria for Team Leader and Financial Expert are as below:</p> <p><i>Team Leader -</i> <i>Should have experience in at-least one (1) Core Project as given in 3.1.3.2</i></p> <p><i>Financial Expert –</i> <i>Should have experience in at-least one (1) Core Project as given in 3.1.3.2</i></p> <p>And, as per Technical Evaluation, <i>Experience of Key Personnel is evaluated based on 1 to 3 PPP</i></p>	No change is contemplated.

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			<p><i>Aviation projects (not in Core Projects).</i></p> <p>Since:</p> <p>(i) experience of a Key Personnel in both Core Projects and PPP Projects in Aviation is very unlikely, and</p> <p>(ii) there are no marks assigned for Personnel having Core Experience in Technical Evaluation, we request the Ministry to either:</p> <p>a) create separate positions for personnel with Core Experience and with Aviation PPP experience respectively, or</p> <p>b) remove the eligibility clause as mentioned in Clause 2.2.3</p>	
8.	Clause 2.2.3, Page 14	Key Personnel Financial Expert	With respect to the qualifications of the Financial Expert described on Page 14 of the RFP, will a Masters in Economics and PhD in Economics be acceptable instead of CA or MBA?	No change is contemplated.
9.	Part – 2: Instructions to applicants Clause 2.16- Submission of proposal 2.16.1 (Page 23 of 93)	The Applicants shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions.	Request Ministry of Civil Aviation to accept spiral bounding of the proposal.	Agreed
10.	Part – 3: Criteria for Evaluation Clause 3.1- Technical Evaluation	Note 1: Certified copies of the statutory auditors to be submitted.	Based on our experience with similar situation, we want to apprise Ministry of Civil Aviation that statutory auditor's certificate takes around 3 week to get processed.	Unaudited annual turnover for consultant for financial year 2016-17 duly certified by CA will be acceptable.

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	(Table of technical evaluation) Note 1 on Page 32 of 93 Clause 2.2.3, page 14, Appendix - 1, Form 5, page 87		Thereby, we would request the ministry to either remove this requirement from the RFP or extend the Proposal Due Date to 22 nd November 2017 to get the certificates processed.	
11.	Part – 3: Criteria for Evaluation Clause 3.1.3- Eligible Projects 3.1.3.1-PPP projects and 3.1.3.2- Core projects (Page 32 and 33)	3.1.3.1 PPP Project - (ii) if the payment of professional fee to the Applicant was at least Rs. 50 lakh (Rupees fifty lakh only)	Request Ministry of Civil Aviation to consider Contract Value as the eligibility criteria of the projects for technical evaluation.	No change is contemplated.
12.	Part – 3: Criteria for Evaluation Clause 3.1.3- Eligible Projects 3.1.3.1-PPP projects and 3.1.3.2- Core projects (Page 32 and 33)	3.1.3.2 Core Projects - (ii) if the payment of professional fee to the Applicant was at least Rs. 10 lakh (Rupees ten lakh only)	It is also requested from the ministry to clarify whether the amount to be considered is including taxes or excluding taxes.	The professional fee is inclusive of taxes.
13.	Part – 3: Criteria for Evaluation Clause 3.1.3-	3.1.3.1 PPP Project - (ii) if the payment of professional	It is being understood that minimum payment of professional fee is applicable only in case of Applicant's projects and no such	The fee criteria as laid down in Clause 3.1.3.2 (ii) for core project will be applicable only for the

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	Eligible Projects 3.1.3.1-PPP projects and 3.1.3.2- Core projects (Page 32 and 33)	<p>fee to the Applicant was at least Rs. 50 lakh (Rupees fifty lakh only)</p> <p>3.1.3.2 Core Projects - (ii) if the payment of professional fee to the Applicant was at least Rs. 10 lakh (Rupees ten lakh only)</p>	requirement is applicable to the eligible projects of Key Personnel. Ministry of Civil Aviation is requested to kindly clarify.	evaluating experience of the Applicant and not the Key Personnel.
14.	Schedule – 1: Terms of Reference Clause 1.2- Deliverables and Payment Schedule and Clause 1.3- Completion of Services, Point (c) (Page 43 of 93)	<p>Each Deliverables of the Consultancy shall stand completed on acceptance communicated to the Consultant in writing by the Ministry.</p> <p>Consultant is not entitled for any payment of the milestones of Deliverables unless the Deliverable is accepted by the Ministry in writing.</p> <p>Ministry may give written</p>	<p>It is requested from the Ministry of Civil Aviation (MoCA) to define a tentative timeline and process to be followed while seeking approval for a deliverable.</p>	No change is contemplated.

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		notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.		
15.	Schedule – 1: Terms of Reference Clause 1.2- Deliverables and Payment Schedule (Page 43 of 93)	Table for Deliverables and Payment schedule: Phase I: Project Study Payment % - 30%	Since most of the effort for the transaction is during the initial stages, thus, it is requested from the Ministry of Civil Aviation (MoCA) to increase the existing Phase I payment from 30% to 50%	No change is contemplated.
16.	Schedule – 1: Terms of Reference Clause 1.2- Deliverables and Payment Schedule (Page 43 of 93)	Table for Deliverables and Payment schedule: Phase II: Transaction Advisory- On completion of three months of Hand holding	Since, handholding is going to be a continuous, it is requested from the Ministry of Civil Aviation (MoCA) to distribute the payment for three months of handholding. MoCA is requested to revise the payment schedule during handholding to: After completion of first month of	No change is contemplated.

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		during Transition period Payment % - 20%	handholding – 5% After completion of second month of handholding – 5% After completion of third month of handholding – 10%	
17.	Schedule – 2: Form of Agreement Clause 2.9.2- Cessation of rights and obligations (Page 57 of 93)	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy	The Ministry of Civil Aviation (MoCA) is requested to note that the client can visit only our project office and audit the documents relevant to this project. Ministry shall please note that DTTIPL maintains data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system. Thus, auditing our office and system would not be allowed.	No change is contemplated.

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		which a Party may have under this Agreement or the Applicable Laws.		
18.	Schedule – 2: Form of Agreement Clause 3.8- Documents prepared by the Consultant to be property of the Ministry (Page 62 of 93)	All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Ministry, and all intellectual property rights in such Consultancy Documents shall vest with the Ministry. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Ministry under law,	It is requested from the Ministry of Civil Aviation to add the following content after the existing clause description. “Notwithstanding the foregoing, DTTIPL retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that DTTIPL may use or develop in connection with this Contract.”	No change is contemplated.

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		shall automatically stand assigned to the Ministry as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Ministry may deem necessary to secure its rights herein assigned by the Consultant.		
19.	Schedule – 2: Form of Agreement Clause 7.2- Liquidated Damages (Clause 7.2.1) (Page 66 of 93)	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	The Ministry of Civil Aviation is requested to limit the overall Liquidated Damages to 10% of the Agreement Value.	No change is contemplated.

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		thereof shall be quantified by the Ministry in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages ,subject to a maximum of the Agreement Value.		
20.			We understand that Canadian Aviation Electronics (CAE) is currently overseeing the management of the academy and we would like to understand the role that CAE will be playing during the transaction process and hereafter	The existing Management Contract with CAE is coming to end on 31.03.2018. CAE has no role to play during the transaction process.
21.			We would request you to extend the submission due date by at least 2 weeks enabling us to submit a more informed bid.	No change is contemplated.