

O&M of Select Areas of Ahmedabad Airport: Response to Queries - RFP (Set 1)

S No	RFP Clause	Query	Suggested Text	Rationale	Response to Queries
1	1.1	In case a bidder submits winning bids for both airports, then AAI should issue the contract for both airports to the said bidder and not make it incumbent upon the bidder to choose between the two			Please refer to Addendum No. 6 for amendments in RFP
2	1.1.3. & 1.1.4.	There be a full-fledged comprehensive Operations & Management Agreement (OMA) - with greater scope & operational control - covering route development & airline relationship management, land-side operations (including proposed multi-level car parking and seeking opportunities for enhanced commercial activities viz, development of hospitality & retail on land-side) but excluding any capital expenditure on airside works (if this is not forthcoming, then the arrangement be limited to a technical services agreement, for a fixed service fee consideration and without any airport operation cost responsibilities)	(i) The current OMA is akin to a basic facilities management contract, which is incongruent with the stringent technical capabilities AAI has stipulated; (ii) If the premise, as stated by AAI, is to imbibe the best international best practices, then this limited contract scope would not be attractive enough for an international airport operator, as there is also the risk that they would make partial impact, while other areas (which they would not be involved with) would not meet the same international benchmarks expected. eg, if improved and more effective customer/passenger interface requires and enhancement in the IT-related infrastructure of the airport, this would be outside the purview of the O&M Operator under the current structure		No change is contemplated
3	1.1.5. (b) & 1.2.7. (c)	Apart from fixed fees, revenue share to O&M operator should be based on overall revenue, rather than on incremental per passenger revenues	On the one hand, the scope and sphere of control of the O&M operator is debilitatingly constrained, while on the other the current revenue share formula ensures that a very small portion of the commercial outcome of the O&M Operator's initiatives would pass on to the O&M Operator; this, along with the cost inflation risk, would result in very meagre returns to the O&M Operator, which would not sufficiently incentivise the O&M Operator for its requisite efforts		Please refer to the Addendum No. 6 and Revised draft O&M Agreement for revenue mechanism for O&M Operator.
4	2.2.1 (e) (i)	Affiliate/indirect ownership interest in an airline should not be a criterion for disqualification of a bidder. Disqualification should apply only where bidder has direct ownership interest in an airline. Ideally, this clause should be waived/removed.	(i) Large & leading organisations in the aviation sector are likely to have higher level indirect shareholding interests in both airport and airlines; it has been observed globally that such higher level interests in these segments don't constitute a conflict of interests. (ii) We have home-grown examples as well - for instance, AAI, which is the tender proponent, has shareholding in organisations that are related to current registered bidders for this tender; also, AAI and Air India also share a similar relationship (in terms of affiliate interest in airlines)		Please refer to Addendum No. 6 for amendments in RFP

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5	2.2.2(A)(ii)	For any bidding by a consortium of entities/members, the consortium member claiming O&M Experience only be required to hold at least 26% share in the consortium's SPV (instead of the currently stipulated minimum of over 50%)	(i) In past tenders by AAI for private participation, the relevant requirement was kept as low as 10% (ii) This O&M Experience is expected to be brought in by international players (based on the AAI's vision to introduce international best practices in O&M); international players would prefer a strong local representation to ensure operational efficiency, and also to provide better cost structures for its services by inculcating its benchmarked quality standards into a well-entrenched local entity		No change is contemplated. Further, please refer to Addendum No. 6 for amendments in RFP
6	2.2.2(A)(i) and 3.2.1	The development / expansion experience of the bidder is not relevant to O&M Project. We request that the requirement of Development / Expansion Experience in Clauses 2.2.2(A)(i) and 3.2.1 be removed			No change is contemplated
7	2.2.2 (B)	Can we please confirm if the definition of latest financial year is 2016-2017 or 2015-2016?			Latest Financial year would continue to refer to 2015-16
8	2.2.3 (a)	Instead of the following documents to be provided, can we provide the following (indicated in blue text): A certified true copy of the Development/Expansion agreement executed with the concessioning authority or the concessionaire who has granted such concession - A letter from the airport confirming the nature of development/expansion works undertaken. A certificate from the authorized signatory of the relevant authority/organization certifying the completion date, date of commercial operations - A letter from the airport stating the completion date, date of commercial operation A certificate from the registered architect/chartered architect certifying the capacity of the airport terminal - A letter from the airport confirming the capacity because this information is determined in-house by its airport planners			Please refer to Addendum No. 6 for amendments in RFP
9	3.1.1	(a) at least 30 years (and renewable for same period), if structure of OMA is based on comprehensive OMA (b) at least 15 years (and renewable for same period), if the OMA scope remains as currently envisaged by AAI This is, as per convention & experience in the sector, the time it would take for the impact of initiatives to become perceptible and for substantive commercial returns to be realised by the O&M Operator, in order to ensure financial feasibility			Please refer to Addendum No. 6 for revised contract duration

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10		What is the latest date for submitting an application for an AAI Registration Certificate for Ahmedabad and Jaipur airports?			Please refer to Addendum No. 7 for revised timelines. Application and required documents in the prescribed format for obtaining Registration Certificate can be submitted till the Bid Due Date
11		If two bidding entities transpired to be conflicted under the terms in RFP Clause 2.2.1 (c) post bid submission, but pre-award, will AAI disqualify both bids?			Yes, both bids will be disqualified
12		Does Clause 2.2.1 (c) pose a risk to Bid Security as defined in RFP Clause 1.2.5?			Yes, if a bidder having conflict of interest submits a bid, the Bid Security for the bidder will be forfeited
13		What is the anticipated AAI/Deloitte scheduled confirmation date for revised copy of RFP?			Please refer to Addendum No. 6 for amendments in RFP
14		What is the revised tender submission?			Please refer to Addendum No. 7 for revised timelines
15		Will AAI be open to an approach based on knowledge transfer to Ahmedabad/Jaipur Management and Staff ?			No change is contemplated
16		Will preference be given to Bidder with a suitable local partner included in Consortium?			The evaluation of Bids will only be based on the terms of the RFP. No preferential treatment to any bidder
17		Can the AAI confirm that they will be responsible for all airside areas, including apron?			AAI will continue to be responsible for O&M of all areas except Select Areas.
18		Is the concession contract between AAI and the concessionaire only?			O&M Agreement will be executed between AAI the O&M Operator (which will be promoted by the selected bidder / consortium)
19		Define 'collected' in RFP Clause 1.2.7 ©			Please refer to Addendum No. 6 for amendments in RFP
20		If a Bidder submits a qualified response to RFP, is the bond in jeopardy?			Please refer to Clauses 1.2.5 and 2.22 of the RFP.
21		What circumstances would lead to the bond not being repaid in full?			Please refer to Clause 2.22.7 in the RFP
22		The winner will be required to set up an SPV incorporated under Indian Law – do you see this posing any significant issues?			Bidders are requested to undertake their own due diligence
23		What type of SPV is required?			Bidders are requested to undertake their own due diligence
24		What is the capitalisation requirement?			Bidders are requested to undertake their own due diligence
25		Is there a requirement for a local company involvement in SPV?			Bidders are requested to undertake their own due diligence on applicable laws and as per provisions of the draft O&M Agreement

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26	3.2.2 (a)	Per 3.2.2 (a), an eligible O&M project should have an ACI ASQ or SKYTRAX ranking in the top 100 (one hundred) (i.e. airport should have been ranked between 1 to 100) in the calendar year prior to the Bid Due Date	We request AAI to remove the airport requirement from the RFP. Instead, the airport operator can prove to the Authority that processes exist on our existing eligible project where a set of operational KPIs to achieve ACI ASQ or Skytrax ranking within top100 is followed. Alternately, after winning the bid, AAI can impose penalties on the airport operator if the O&M operator does not meet the KPIs as agreed by the Authority per Schedule E or any modifications thereof	Airport ranking is dependent on the airport's willingness in participating in the ranking process. If an airport does not participate in the ASQ ranking, it does not mean that it does not have established processes to maintain high level of service levels.	Please refer to Addendum No. 6 for amendments in RFP
27	3.2.2 (a)	Per 3.2.2 (a), an eligible O&M project should be an international airport having handled an annual passenger throughput of at least 10 (ten) million passengers during such three (3) year period; We request AAI to reduce the criteria of handling passenger throughput from 10 MPPA to 5 MPPA			No change is contemplated
28	2.2.2	Per 2.2.2 the member claiming the O&M experience shall be required to hold more than 50% of the SPV capital. We request AAI to reduce the requirement of O&M investment from 50% of SPV capital to 10% of SPV capital			No change is contemplated in the shareholding threshold. Moreover, please refer to Addendum No. 6 for amendments in RFP
29	3.2.1	1. The scope of work includes operations and maintenance of select areas in the terminal and does not include significant expansion and development activities. Thus, the existing clause on Eligible Development Project is not relevant for the project and needs to be relaxed. In any tender, the eligibility criteria should not be significantly stricter than the proposed scope of work. 2. Eligibility conditions for significantly larger airport development projects have real estate as part of development experience. For example, eligibility criteria for Navi Mumbai International Airport (NMIA) Transaction included real estate as part of development experience. NMIA is amongst the largest greenfield airport transactions in the world while the O&M of Ahmedabad and Jaipur airports is a much smaller project in scale, size, scope and complexity. However, the eligibility criteria of this tender is stricter than NMIA tender.	1. Development experience should include other sectors such as real estate, in line with qualification criteria of Navi Mumbai International Airport transaction. 2. The threshold requirement of built-up area of 65,000 sqm should be reduced to 10,000 sqm as the current tender doesnot include any major capital expenditure or expansion as part of its scope.		No change is contemplated

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30	2.2.2 (A) (ii)	<p>1. Under the existing criteria, only two entities from India can qualify for the tender. Other entities with significant experience in airport sector would need to partner with international airport operators to qualify.</p> <p>2. The bid conditions are not conducive for tying up with international airport operators due to limited opportunity size and adverse risk-return profile of the project. As a result, interested and experienced Indian firms are unable to participate in the tender, thus severely limiting competition.</p> <p>3. For concessions of NMIA and Mopa, the equity shareholding requirement for O&M operator is 10%. It is surprising that the such requirement is more stringent for the present tender when the nature, scope, scale and duration of the project is much smaller than both NMIA and Mopa airports.</p>	<p>If the Bidder is a Consortium, the Member claiming the Development/Expansion Experience shall be required to hold a minimum of 26% (twenty six percent) of the issued and paid up share capital of the SPV and the Member claiming the O&M Experience shall be required to hold more than 10% (ten percent) of the issued and paid up share capital of the SPV until the expiry of 5 (five) years from the date of commencement of commercial operations of the Project, subject to the terms contained in the draft O&M Agreement.</p>		<p>No change is contemplated in eligibility criteria.</p> <p>Further, please refer to Addendum No. 6 for amendments in RFP</p>
31	3.1.1	<p>Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby grants to the O&M Operator the concession set forth herein including the exclusive right, licence and authority to operate and maintain the O&M Operator Facilities (the "Concession") for a period of 10 (ten) years commencing from COD, and the O&M Operator hereby accepts the Concession and agrees to undertake the Project subject to and in accordance with the terms and conditions set forth herein.</p> <p>Notwithstanding the aforesaid, the Concession with respect to the surface Car Park shall expire upon the date that the Multi Level Car Park commences commercial operation. The Authority agrees and undertakes that commercial operation of the Multi Level Car Park shall only commence after the expiry of 2(two) years from the date of this Agreement.</p> <p>1. Existing agreements/ concessions at the airport are proposed to be novated to the selected bidder. 2. The existing agreements/ concessions will limit the operational flexibility of the selected bidder and its ability to generate a higher spend per passenger. 3. The contract period of the O&M contract should be extended to atleast 20 years to make the project attractive to the bidders.</p>	<p>Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby grants to the O&M Operator the concession set forth herein including the exclusive right, licence and authority to operate and maintain the O&M Operator Facilities (the "Concession") for a period of 20 (twenty) years commencing from COD, and the O&M Operator hereby accepts the Concession and agrees to undertake the Project subject to and in accordance with the terms and conditions set forth herein.</p> <p>Notwithstanding the aforesaid, the Concession with respect to the surface Car Park shall expire upon the date that the Multi Level Car Park commences commercial operation. The Authority agrees and undertakes that commercial operation of the Multi Level Car Park shall only commence after the expiry of 2(two) years from the date of this Agreement.</p>		<p>Please refer to Addendum No. 6 for revised contract duration</p>
32		<p>The structure provides too little incentive for the interest of the private sector bidder. Instead it is proposed that the entire terminal building is leased out to the O&M Operator to whom the entire non-aeronautical revenues would accrue and the bid criteria can be based on lower Terminal Operator Fee</p>		<p>Such a structure would be more attractive and would be a win-win for all the stakeholder. Such a model would also provide greater control to the O&M Operator in maximizing the non- aeronautical revenue potential and improving the operational efficiency of the Terminal.</p>	<p>No change is contemplated</p>

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33	1.1.1	...under no circumstances, shall the same Bidder, whether individually or as part of a Consortium, be awarded both the contracts for the Project.		Define mechanism for awarding in case the same Bidder is the highest bidder for both airports. Please confirm further that award of these two contracts will have no bearing on the eligibility of a bidder for similar O&M Concessions that Authority may initiate in future for other airports.	Please refer to Addendum No. 6 for amendments in RFP
34	1.1.5 (b)	. incentives having reference to Incremental Per Passenger Revenues attributable to the Select Areas.	.incentives having reference to Incremental Revenues attributable to the Select Areas.	Incentives should be linked to incremental aggregate Collected Revenues	Please refer to Addendum No. 6 for amendments in RFP
35	1.1.8	. adopted a single-stage electronic bidding process.		Offline submission of bid should be allowed	As provided in the bid documents, bid submission only on CPPP portal. No offline submissions are allowed.
36	2.1.3	. Technical Capacity and Financial Capacity should be furnished online in the format prescribed.		Offline submission should be allowed	As provided in the bid documents, bid submission only on CPPP portal. No offline submissions are allowed.
37	2.2.1 (c)	.a Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process.. Any Bidder found to have a Conflict of Interest shall be qualified		An Applicant may not be aware of the composition of other Applicants to ensure in advance that the Conflict of Interest situation does not prevail. The disqualification if required to be done should be done only after affording an opportunity to the affected Applicants	No change is contemplated
38	2.2.1 (c) (i)	... having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Affiliate, (as the case may be) in the other Bidder, its Member or an Affiliate is less than 5% having a shareholding of more than 34% (thirty four per cent) of the paid up and subscribed share capital of such Bidder, Member or Affiliate, (as the case may be) in the other Bidder, its Member or an Affiliate is less than 34%	Raising the shareholding requirement will increase the competition base.	Please refer to Addendum No. 6 for amendments in RFP
39	2.2.1 (c) (i)	..further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to.	. further that this disqualification shall not apply to any ownership by Authority, a bank, insurance company, pension fund or a public financial institution referred to.	Text inserted to avoid conflict of interest due to Authority's shareholding in PPP projects.	Please refer to Addendum No. 6 for amendments in RFP
40	2.2.1(d)	. if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder.		Please provide the list of all such advisors.	* Deloitte Touche Tohmatsu India LLP * Cyril Amarchand Mangaldas * Narasimha Murthy & Co., Cost Accountants
41	2.2.3(a)	1. A certified true copy of the Development /Expansion agreement executed with the concessioning authority or the concessionaire who has granted such concession ³		If such concession is granted by Authority and or Authority is a shareholder in such Concessionaire SPV, then this requirement should be waived off, e.g. OMDA for Delhi and Mumbai Airport	No change is contemplated
42	2.2.3 (a)	...the relevant authority/organization specified in Annex-IV of Appendix-I, certifying the completion date, date of commercial operations.		If such concession is granted by Authority and or Authority is a shareholder in such Concessionaire SPV, then this requirement should be waived off.	No change is contemplated
43	2.2.3 (a)	A certificate from the registered architect/ chartered architect certifying the capacity of the airport terminal,		If Authority is also a shareholder in such airport project, then passenger throughput data of the airport substantiated by the data published on Authority's website should suffice.	No change is contemplated
44	2.2.3 (b)	A certificate from its statutory auditors certifying.		Certificate from Statutory Auditors of bidder's affiliate should be acceptable.	No change is contemplated
45	2.2.3 (b)	.its statutory auditors certifying the aggregate revenues received, from operation and maintenance of the project.		Certificate from Statutory Auditors of bidder's affiliate should be acceptable.	No change is contemplated

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46	2.2.7	A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Affiliate, as the case may be, nor has been expelled from any project or contract by any public entity for breach of contract by such Bidder, Consortium Member or Affiliate nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Affiliate	A Bidder including any Consortium Member or Affiliate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a material penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Affiliate, as the case may be, nor has been expelled from any project or contract by any public entity for material breach of contract by such Bidder, Consortium Member or Affiliate nor have had any contract terminated by any public entity for material breach by such Bidder, Consortium Member or Affiliate.	We note that there is no monetary threshold on the amount of penalty imposed on a Bidder. As a result of this any penalty, whether imposed due to a material default or not, may trigger disqualification of such Bidder under this clause. In light of the same, the term 'material' has been inserted to limit the scope.	No change is contemplated
47	2.2.10	. the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder.		Atleast 6 months period from the close of the latest financial year should be provided.	Eligible period shall mean 2011-12 to 2015-16 Financial year for Net Worth would mean 2015-16
48	2.22.4	.Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder .	.Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, no later than 60 (sixty) days from the Bid Due Date, on acceptance of the Bid of the Selected .	Language has been inserted to ensure consistency with the RFP as the said time period has been provided in Clause 1.2.5 and 2.1.6 of the RFP.	No change is contemplated
49	3.2.1 (a)	.development of at least 1 (one) international airport with a passenger terminal building having a built-up area of not less than 20,000 sq.mt..		The Technical capacity should be linked to the actual passenger throughput in the last 3 years instead of terminal building size.	No change is contemplated
50	3.2.2 (b)	.the aggregate revenues from operations and maintenance of the airport are at least INR 1,200 million during each of the 3 (three) consecutive financial years.		We understand that the aggregate revenues refers to the total gross revenue of the airport SPV. Please confirm.	It is clarified that aggregate revenue refers to the Gross revenue of the airport
51	3.8.2	.the Authority shall identify the Selected Bidder by draw of lots, which shall be Conducted.		We request that Authority should allow for one more round of bid submission instead of draw of lots.	Please refer to Addendum No. 6 for amendments in RFP
52	6.3	It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability ...	Except as may be specifically provided in this RFP or the O&M Agreement , it shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability ...	Language has been inserted for fairness and clarity purposes.	No change is contemplated
53	Annexure IV	Certificate from Chartered Architect /Registered Architect [For applicable Development and Expansion Project]		If the Authority is a shareholder in such a project applicable for Expansion and Development experience, then self-declaration by the Bidder should be acceptable. Please confirm.	No change is contemplated
54	Annexure IV	CERTIFICATE REGARDING PROJECT COMPLETION AND OPERATIONAL DETAILS		Statutory Auditors may submit the letter in their own language. Please confirm that such a letter containing all the necessary information should be acceptable to the Authority.	Please refer to Addendum No. 6 for amendments in RFP
55	Annexure IV	CERTIFICATE REGARDING ANNUAL PASSENGER THROUGHPUT DETAILS OF THE PROJECT [On the letterhead of the statutory auditor of the Bidder]		Please confirm that certificate issued by statutory auditor of the Affiliate of the bidder on its letter head would be acceptable to the Authority.	Please refer to Addendum No. 6 for amendments in RFP
56	General	Requirement of certificates from Statutory Auditors		Please confirm that certificate issued by statutory auditor of the Affiliate of the bidder would be acceptable.	Certificate from Statutory Auditor of bidder would be considered

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57	1.3	Since Bidders will have queries based on Pre-Bid Conference and Site Visit, the Bidders should be provided with an additional opportunity to seek clarifications and accordingly the schedule for the same to be provided.			Bidders have already been provided the opportunity to submit additional queries.
58	3.1.1	We request AAI to provide a term of 20 years or 10+10 years whereby the O&M Operator will be allowed to extend the Term for additional 10 years if the performance is satisfactory and without any non-compliance.			Please refer to Addendum No. 6 for revised contract duration
59	General	We suggest to concession out entire airport on the similar lines of Delhi and Mumbai airport since the present transaction structure does not offer adequate reward to the private investors considering various risks involved			No change is contemplated
60	General	We understand there is a proposal for building a new airport at Dholera. Request for current status of the project and what are the timelines for the Dholera Airport to be commissioned.			Bidders are requested to undertake their own due diligence
61	1.1.5	Please confirm the charges collected from Users for the provisions of Services shall be entirely the revenue of O&M Operator.			Please refer to Addendum No. 6 for amendments in RFP and the Revised draft O&M Agreement
62	1.2.1(a)	The concept of Nominated Entities is not clear. It is clearly stated that such entities shall not include Bidder's directors, employees, retainers, etc. Does it mean that such entities include the Affiliates of the Bidder whose experience is relied upon? Please clarify.			Nominated Entities include all such entities, including external advisors, consultants etc. (who are not in the regular employment of the Bidder) with whom the Bidder wants to form a consortium for bidding, wants to share a copy of the draft O&M Agreement, or make available the access to the Data Room or the Project site, or share any confidential information about the Project in connection with submission of its Bid, or make them participate in the pre-Bid conference
63	2.2.1(c)(i)	We request AAI to increase the limit of common shareholding to 20% for the purpose of trigger for Conflict of Interest. We also request AAI to carve an exception for AAI itself along with bank, insurance company, pension fund or a public financial institution, since AAI holds stake in Mumbai and Delhi airports both.			Please refer to Addendum No. 6 for amendments in RFP
64	2.2.1(c)(vii)	Please provide list of consultants of AAI for both the projects.			* Deloitte Touche Tohmatsu India LLP * Cyril Amarchand Mangaldas * Narasimha Murthy & Co., Cost Accountants
65	2.2.2(A) and 3.2.2(b)	Assuming the Bid Due Date of 8th March 2017 is extended beyond March 31, 2017, we request AAI to clarify that the Eligible Period means FY 2011-12 to FY 2015-16.			Yes, eligible period would continue to mean FY 2011-12 to FY 2015-16
66	2.2.2(B)	Please clarify whether the net worth as on March 31, 2017 or as on March 31, 2016 will be considered in the event the due date is extended beyond March 31, 2017.			For Financial Capacity, FY 2015-16 shall be considered

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67	2.23.1	Only Technical Bids would be opened on Bid Due Date. Clause 3.7 provides that AAI will intimate separately to Qualified Bidders about opening of the Financial Bids. However, since award of Concession will be dependent on the security clearance of the successful Bidder. Hence, we request AAI to split the tendering process into two steps - RFQ and RFP. Financial Bids should be invited only from those Bidders who meet the technical and financial criteria only after their security clearance.			No change is contemplated
68	3.2.2 (b)	Please confirm that Bidders can claim revenue only from non-aeronautical services (i.e., services covered in the scope of this Concession) for the purpose of this provision.			Revenues pertaining to the operation and maintenance of the entire airport would be considered
69	3.5	Minimum 7 days time should be granted to the Bidders for providing clarification.			No change is contemplated
70	3.8.2	The provision is unjust for the Tie Bidders since the opportunity for re-bidding is being given to all the Qualified Bidders after the Bids of Tie Bidders are made known. Such opportunity for rebid should be restricted only to the Tie Bidders and not to others.			Please refer to Addendum No. 6 for amendments in RFP
71	3.8.6	There is no timeline provided in Clause 1.3 for execution of O&M Agreement, though the same is mentioned in Clause 3.8.6. Kindly clarify.			After bid opening and evaluation, the successful bidder will be intimated the date of signing Agreement
72	Annexure III	We request AAI to allow deviations in the certificate format as the auditors, especially the BIG 4, tend to use their own templates. So long as the information sought by AAI is entirely captured, the changes in the certificate format should be accepted by AAI.			Please refer to Addendum No. 6 for amendments in RFP
73	Annexure IV	We request AAI to allow deviations in the certificate format as the architects may use their own templates. So long as the information sought by AAI is entirely captured, the changes in the certificate format should be accepted by AAI.			Please refer to Addendum No. 6 for amendments in RFP
74	Annexure IV	We request AAI to allow deviations in the certificate format as the auditors, especially the BIG 4, tend to use their own templates. So long as the information sought by AAI is entirely captured, the changes in the certificate format should be accepted by AAI.			Please refer to Addendum No. 6 for amendments in RFP
75	Annexure IV	Please confirm that the certificate is required only for the terminal building at the airport and not for other buildings, such as hotels/staff colonies, etc. located on airport land			As provided in clause 3.2.1 of the RFP document "..Where the terms "development" and "expansion" shall mean experience in designing, master planning and construction of at least the passenger terminal and apron facility at an airport which has achieved commercial operations prior to the Bid Due Date.."

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76	Annexure IV	The draft certificates specify that the layouts of the airport have to be approved by the "local governing authority". However, it may be noted that the aeronautical facilities / terminal buildings at Indian airports are not approved by the local governing authorities. Hence, we request AAI to allow Bidders to suitably modify the certificates by removing the reference to local governing authority			Please refer to Addendum No. 6 for amendments in RFP
77	Appendix V	We request AAI to accept the certificate for Affiliate from a practising Company Secretary. We request AAI to allow deviations in the certificate format as the auditors / practising Comany Secretaries may use their own templates. So long as the information sought by AAI is entirely captured, the changes in the certificate format should be accepted by AAI.			Certificate only from Statutory Auditor would be accepted
78	RFP 3.2	<ul style="list-style-type: none"> Since this is a bid for operation and maintenance of airport (and a separate requirement to have O&M Experience in Airports sector already specified), we believe that development / expansion experience of prospective bidders shouldn't be restricted to only Airports sector. Investment in other infrastructure and real estate projects should also be included in "Eligible Development Projects". This is the practice followed in bids invited for other infrastructure sectors whereby experience in general construction/real estate is also allowed (Experience details are typically split into 4 categories with different weightage attached to individual categories to arrive at overall technical capability of bidder). 			No change is contemplated
79	2.2.2(A) (ii)	<ul style="list-style-type: none"> The requirement for O&M Member to hold more than 50% is very high. The same should be changed to 10% as is the requirement in other airport bids The period of 5 years is also very long. It should be maximum of 2 years from COD 			No change is contemplated. Further, please refer to Addendum No. 6 for amendments in RFP
80	3.1.1	<ul style="list-style-type: none"> Concession period proposed is only 10 years which is very less. To truly realize the benefit of private sector efficiency (rather than award a limited time contract which is more akin to a simple facility management contract), the concession period should be at-least 25-30 years as is the case for other airport bids. 			Please refer to Addendum No. 6 for revised Contract duration

O&M of Select Areas of Ahmedabad Airport: Response to Queries - RFP (Set 1)

S No	RFP Clause	Query	Suggested Text	Rationale	Response to Queries
81	1.1.1	<p>Clause reads: '... Under no circumstances, shall the same Bidder, whether individually or as part of a Consortium, be awarded both the contracts...'</p> <p>a. Is this restriction envisaged only for Ahmedabad and Jaipur bids, or for all future bids? For e.g. if a bidder is awarded O&M Contract for say Ahmedabad airport, is it eligible to bid for future such Contracts?</p> <p>b. If same bidder is selected for both airports, would such bidder be given choice to choose a particular airport?</p>			<p>a. AAI has not contemplated as part of this transaction process any restrictions on participation in future O&M opportunities / other AAI contracts</p> <p>b. Please refer to Addendum No. 6 for amendments in RFP</p>
82	2.2.1(a)	Can one company submit bids with different partners chosen for Jaipur and Ahmedabad bids?			Yes, one company can submit bids with different partners for Jaipur and Ahmedabad project, provided the terms of the RFPs in each case are complied with
83	General	<ul style="list-style-type: none"> The qualification criteria thresholds mentioned under Technical Capacity are extremely stringent and may be relaxed/lowered 			No change is contemplated
84	2.2.1(d)	<ul style="list-style-type: none"> AAI to provide list of advisors of authority which cannot be appointed. Also period of three years from COD is very long. This should be reduced 			<ul style="list-style-type: none"> * Deloitte Touche Tohmatsu India LLP * Cyril Amarchand Mangaldas * Narasimha Murthy & Co., Cost Accountants
85	3-2.2.(a)	<ul style="list-style-type: none"> Please clarify whether annual passenger throughput of at least 10 million is required for each of the 3 years or cumulative of 3 years. Clause is not clearly defined Further, the threshold is on a higher side and should be reduced to 5 million passengers per annum 			<p>* Throughput of at least 10 million is required for each of the 3 years.</p> <p>* No change is contemplated</p>
86	3-2.2.(b)	<ul style="list-style-type: none"> Please clarify items to be considered in operation and maintenance revenues of the Airport as the nomenclature and treatment may vary from one entity to another. Pre-defined guidelines required for further clarity. 			Revenues pertaining to the operation and maintenance of the entire airport would be considered
87	3.8.2	<ul style="list-style-type: none"> We suggest replacing draw of lots based selection of the O&M Operator with re-bid as has been the case in other bids in the sector 			No change is contemplated. Further, please refer to Addendum No. 6
88		<p>Business Model</p> <p>VINCI Airports proposed that, as an alternative, AAI should consider an airport privatisation / monetisation model, rather than the current O&M model</p>			No change is contemplated
89		<p>O&M Term</p> <p>Vinci Airports suggested that the term of the Concession is too short. A proposal of increasing the term to 15 to 20 years may be considered by AAI</p>			Please refer to Addendum No. 6 for revised contract duration

O&M of Select Areas of Ahmedabad Airport: Response to Queries - RFP (Set 1)

S No	RFP Clause	Query	Suggested Text	Rationale	Response to Queries
90	Clause 1.1.1 and Clause 3.2.1	Option in case the same Bidder is the Highest Bidder for both Projects: The Request for Proposals provide that under no circumstances would the same Bidder be awarded both the Ahmedabad Project and the Jaipur Project. However, in the event that the same Bidder is the Highest Bidder for both Projects, the RFP does not clarify whether the right to select which Project the Bidder would like to be appointed for, would lie with the Bidder or would lie with the Authority. It is suggested that the Request for Proposals be amended to include a specific provision that states that in the event the same Bidder is the Highest Bidder for both Projects, the right to determine which Project to proceed with would be with the said Highest Bidder. Alternatively, please consider removing the restriction on the award of both Projects to the same Bidder			Please refer to Addendum No. 6 for amendments in RFP
91	1.3	Schedule of Bidding Process: The Request for Proposal for the Jaipur Project provides that the date of signing of the Agreement shall be April 7, 2017. However, no date has been prescribed for the Ahmedabad Project. Please clarify			After bid opening and evaluation, the successful bidder will be intimated the date of signing Agreement
92	Clause 2.2.2 and Clause 3.2.1	Development/Expansion Experience: While it is clear that the Eligible Development Project should have been operational prior to the Bid Due Date, please confirm that there is no specific requirement for this project to be undertaken within a specified time frame.			Yes, there is no specified requirement of having undertaken the Eligible Development Project within specific time frame
93	Footnote 2 to Clause 2.2.2, Footnote 4 to Clause 2.2.5(f)(iv)	Equity lock-in requirement: This provides that in case the Bidder is a single entity, the Bidder will be required to hold more than 50% of the issued and paid-up share capital of the SPV until the expiry of 5 years from COD. As the current term of the Concession is only 10 years, please consider reducing the duration of this equity lock-in requirement			No change is contemplated
94	Clause 2.2.10	Qualification for foreign Bidders: Further to the requirement under the Request for Proposal of approval of the Authority from national security and public interest perspective, the approval of the Authority is requested. [Note: VINCI to confirm if this approval has already been obtained, in which case, this query can be deleted.]			No AAI approval required during bidding stage. Only selected bidder to obtain requisite approvals and security clearances from relevant agencies
95	Clause 2.14	Submission of Bids: Greater flexibility be provided to Bidders, particularly foreign Bidders, in respect of document submission. For instance, please confirm if financial information of a Bidder may be submitted online via excel sheets			No change is contemplated. Bid submission on CPPP portal, only in the prescribed formats

O&M of Select Areas of Ahmedabad Airport: Response to Queries - RFP (Set 1)

S No	RFP Clause	Query	Suggested Text	Rationale	Response to Queries
96	2.6	Is it possible to organize a second site visit? Only 5 persons maximum are allowed for site visit: could it be extended to 10 persons instead?			Followup visits are allowed. However number of persons allowed per visit is restricted to 5
97	Annexure-1, Point 5 (c) 3	Particulars of the Bidder: This point regarding the Bidder/constituent of a Consortium having paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or having been penalised due to any other reason in relation to execution of a contract, in the last 3 years, has not been prescribed as a disqualification in the Request for Proposals, but has only been raised in the Annexure. Please clarify if this is a ground for Bidder disqualification			Qualification / Disqualification will be governed by the explicit provisions of the RFP
98	Clause 3.2.2	What is the valid Skytrax ranking: the one published in 2016 or the one which is going to be published in March 2017?			Skytrax rating published in March 2016
99	RFP	Except for the Power of Attorney, is there any document that needs to be legalized and notarized for the Prequalification criteria?			No additional documents are required to be legalized or notarized for Prequalification criteria
100	RFP	We understand in case a document is in another language than English, there is a need for a translation in English to be joined. A simple translation would be valid and there is no need for a certified translation. Please confirm this understanding.			As provided in Clause 2.12 in the RFP "..Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder.."
101	Clause 3.1.1	Term of the Concession: A period of 10 years commencing from COD does not seem like a viable duration of the Agreement. The Authority is requested to revise the term to at least 15 to 20 years. A longer term of 20 years would enable the O&M Operator to structure its revenue contracts in a manner that maximizes the overall potential of the Airport. This is particularly so as a portion of the first revenue year would be lost to planning and contracting. Also, the requirement of a competitive bid process slows down the award of sub-contracts and may reduce the effective time 'on contract'.			Please refer to Addendum No. 6 for revised contract duration
102	3.1.1	We propose to change the tenure of the O&M Agreement from 10 years to 12 years. Reason being that the implementation of certain improvements will require time and O&M shall also receive benefit of his work			Please refer to Addendum No. 6 for revised contract duration

O&M of Select Areas of Ahmedabad Airport: Response to Queries - RFP (Set 1)

S No	RFP Clause	Query	Suggested Text	Rationale	Response to Queries
103	1.1.3	<p>Definition of "Select Areas": This Clause provides that the Authority may, from time to time, undertake further development or expansion of the Select Areas, and the scope of work of O&M Operator will include the operation and maintenance of such developed/expanded Select Areas in addition to the existing areas. The requirement of expansion and augmentation of the Scope may be omitted, as all O&M costs and expenses, including incremental costs would be to the account of the O&M Operator. Details of capital expenditure for the Projects should also be provided in writing. Please refer to our detailed query under Point 11 below</p>			<p>* No change is contemplated</p> <p>* Currently AAI proposes to undertake the following expansion / development: * Modification of existing Terminal Building (T3): Part of the T3 is proposed to be modified as Domestic Terminal having approx 7,550 sqms Floor area and is scheduled to be completed by December, 2017. This is proposed to be part of the Select Areas. * New Integrated Terminal Building (PHASE – I) with an area of 80,000 sqms of Floor area is proposed to be constructed and is scheduled to be completed by June, 2022 However, please note that any expansion shall be subject to actual increase in traffic and other considerations / process as laid out in the O&M Agreement</p> <p>Further, please refer to the Revised draft O&M Agreement for the Capacity Augmentation mechanism</p>
104		Are all terminals at each airport included in the scope?			Ahmedabad airport passenger terminal building T4 is not part of Select Areas