

SELECTION OF TRANSACTION ADVISORS FOR DEVELOPMENT OF INTERNATIONAL AIRPORT AT DHOLERA IN GUJARAT UNDER DMIC PROJECT

S. No	Original Clause	Query	Response
1	2.9.4 Existing Clause: Experience of preparation of DPR's for the Airport Projects during last 10 years including master plan, engineering surveys and supervision and independent engineering services for projects costing more than Rs. 200 Crore	Suggested clause: Experience of preparation of DPR's for the Airport Projects/ other large infrastructure projects such as road/water supply/ urban infrastructure/ transport/port/power during last 10 years including master plan, engineering surveys and supervision and independent engineering services for projects costing more than Rs. 200 Crore.	The condition of the RfQ cum RfP remains unchanged.
2	5.12 Liquidated Damages Existing Clause: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	Suggested Clause: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 0.2% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 5% of the total contract fees.	The condition of the RfQ cum RfP remains unchanged.
3	5.9.2 Payments to the consultants Existing clause: The client will release	Here we would request to set the timeline for comments/approval from the	Kindly refer Corrigendum-1 in this

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	80% payment due against a particular milestone if the comments/approval from the respective State Government(s) are not received within 15 days from the date of forwarding the report. Remaining 20% shall be released only after receipt of comments/approval from the concerned State Government(s)/Nodal Agencies.	respective state governments/nodal agencies.	regard.
4	Existing clause: Hand Holding D+20 20%	We request to kindly reduce the amount to 10% considering the fact that to reach the signing of the concession agreement stage substantial time and resources need to be deployed, hence for hand holding 10% payment may be provisioned to incentivize the consultant performance.	The condition of the RfQ cum RfP remains unchanged.
5	2.9.4 Minimum Qualification Criteria: Experience of preparation of DPR's for the Airport Projects during last 10 years including master plan, engineering surveys and supervision and independent engineering services for projects costing more than Rs. 200 Crore - 2	Experience of preparation of 2 DPR's for the Infrastructure sector with atleast 1 project of preparation of DPR for Airport during last 10 years including master plan, engineering surveys and supervision and independent engineering services for projects costing more than Rs. 200 Crore	The condition of the RfQ cum RfP remains unchanged.
6	2.17.2 Qualification and competence	We request the Authority to kindly allow	The condition of the RfQ

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	<p>of key staff Team Leader Should be a post graduate/MBA/equivalent from a reputed institute with at least 15 years of experience in Infrastructure / Transport/Aviation Sector. Should have demonstrated experience in conceptualizing PPP projects and undertaking successful transaction advisory services/preparation of feasibility report/ development of large infrastructure projects on PPP basis. Should have been associated with at least one aviation related project as a team leader.</p>	<p>Team Leader to be a part of at least one aviation related project as a team member instead of Team Leader only.</p>	<p>cum RfP remains unchanged.</p>																						
7	<p>6.9 Payment Terms:</p> <table border="1" data-bbox="296 1076 858 1385"> <thead> <tr> <th>Sr. No.</th> <th>Modules</th> <th>Deliverables</th> <th>Time (in months)</th> <th colspan="2">Payment Percentage</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>Module 2</td> <td>On submission of the</td> <td>D+6</td> <td>50%</td> <td>30%</td> </tr> </tbody> </table>	Sr. No.	Modules	Deliverables	Time (in months)	Payment Percentage		6	Module 2	On submission of the	D+6	50%	30%	<p>We request the Authority to kindly modify the payment schedule for Module 2 as follows in order to reduce the payment risk for the bidder:</p> <table border="1" data-bbox="884 1135 1478 1292"> <thead> <tr> <th>Sr. No.</th> <th>Modules</th> <th>Deliverables</th> <th>Time (in months)</th> <th>Payment Percentage</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr. No.	Modules	Deliverables	Time (in months)	Payment Percentage						<p>The condition of the RfQ cum RfP remains unchanged.</p>
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8	<p>FORM 3D - Joint Bidding Agreement Point 5: Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ CUM RFP and the Contract, for the performance of the Contract.</p>	<p>We request the Authority to kindly amend this clause as follows: The Parties do hereby undertake to be individually responsible for the obligations and liabilities relating to the Consultancy as per their individual scope of work and in accordance with the terms of the RFQ CUM RFP and the Contract, for the performance of the Contract.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
9	<p>Clause 2.9.4 - Minimum Qualification Criteria- S. No 3: Average annual turnover for last 3 financial years i.e. 2012-13, 2013-14 and 2014-15 = Rs. 100 Crores</p>	<p>Average annual turnover for last 3 financial years i.e. 2012-13, 2013-14 and 2014-15 = Rs. 75 Crores</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>
10		<p>As per Tender Notice for Invitation Page the last date of Bid Submission is 01st June 2016 whereas as per Clause 2.16 it is 01 July 2016</p>	<p>Kindly refer Corrigendum-1 in this regard</p>
11	<p>2.16.1 Data Sheet Page 23 Data Sheet table reference 6.4.4 a : The extent of subcontracting would be restricted to 30 (thirty) percent of the contract price.....</p>	<p>The referred clause is not available in the RFP Document. PI confirms if same is applicable on Bid Special Conditions of Contract.</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>
12	<p>2.17.2 Sl # 5 Traffic Expert Should be a post graduate in transport planning with over 10 Years of</p>	<p>We kindly request change in requirement as per following:</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>

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	experience in aviation sector.	“Should be a post graduate in transport planning with over 10 years of experience in large infrastructure projects including aviation sector.”	
13	Module -2 last Deliverable “Hand Holding “	What is “Hand Holding” referring to? Please elaborate the scope of work under this deliverable.	The consultant should provide all necessary support to the client/concessionaire as per the requirement. During hand holding no permanent deployment is required. The condition of the RfQ cum RfP remains unchanged.
14	Clause 5.9.2 Page No. 79 The client will release 80% payment due against a particular milestone if the comments/ approval from the respective State Government(s) are not received within 15 days from the date of forwarding the report. Remaining 20% shall be released only after receipt of comments/ approval from the concerned State Government(s)/ Nodal Agencies.	We kindly request change as below: “The client will release 80% payment due against a particular milestone if the comments/ approval from the respective State Government(s) are not received within 15 days from the date of forwarding the report. Remaining 20% shall be released within 30 days from the date of forwarding the report”.	Kindly refer Corrigendum-1 in this regard.
15	Clause 2.9.5 Page 17 &18 Qualification Criteria & Marks	We request to provide further detailing of maximum marks allocated for :	Kindly refer Corrigendum-1 in this

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	allocation+	<ul style="list-style-type: none"> • Transaction Advisory services for Airport/Infrastructure works • Experience in preparation of DPR for Airport project <p>Each key personnel mentioned in clause 2.17.2 our suggestions are:</p> <ul style="list-style-type: none"> • People experienced in airport sector shall be given more weightage • Indian airport projects completed or ongoing shall be given more weightage 	regard.
16	<p>Conflict of Interest Pl confirm that there will be no conflict of Interest if the same TA Consultant also provides downstream PMC services for the project appointed by either Client (DMICDC) or Private Developer for airport development in future.</p>		<p>As per Clause 2.6.5 “An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing consultancy and/or goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not</p>

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			<p>apply after a period of 2 (two) years from the completion of this Assignment; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
17	<p>2. Detailed Scope of Work; Page 60-64 New DPR, Project model & Strategy</p>	<p>The RfP States" In case of New DPR, the TA may use the relevant information of AAI and JICA DPR." The requirement for a new DPR is not clear</p> <p>It is understood that the TA may accept some components of the existing two DPRs, however, if the traffic study of the two DPRs are varying, then the development program and costing of the project will vary widely. To understand</p>	<p>As per the scope of work, the consultant has to review the existing DPR's and suggest modifications as per the current scenario. All the comments/suggestions /modifications has to be incorporated and a revised final DPR has to be</p>

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		which one is realistic, the TA has to do a fresh traffic study and the new result will lead to a requirement of a new DPR. It is suggested that a new payment milestone be kept for preparation of new DPR, if the need arises.	submitted. The condition of the RfQ cum RfP remains unchanged.
18	Clause 2.7.3 page 11 All key staff proposed must be full time employees of the firm.	Legal expert should be exempted from this clause.	The condition of the RfQ cum RfP remains unchanged.
19	Conflict of Interest	To check any conflict of interest -- Our company India Aviation Consulting & Support LLP was engaged by AAI, on the basis of open tender, for preparing the DPR for the Dholera Airport Project as per the prara 2.6.4 this is not in conflict situation but please get it checked legally.	The condition of the RfQ cum RfP remains unchanged.
20	Aviation Expert	I am an Electronics Engineer with almost 40 years in Aviation ask for inclusion of Electronics Engg in addition to Electrical, Mechanical and Aeronautical Engg.	Kindly refer Corrigendum-1 in this regard.
21	Average Annual Turnover	We request you to kindly clarify on the turnover criteria and please consider the average annual turnover of the company in last three (3) financial years.	Kindly refer Corrigendum-1 in this regard.
22	The applicant should have provided Transaction Advisory services to Government entities/ Public Sector entities for Airport	We request you to consider: The applicant should have provided TA services to Govt. entities/PSU for Airport Projects/Infrastructure Projects costing	Kindly refer Corrigendum-1 in this regard.

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	Projects/Infrastructure projects costing more than Rs. 1000 crores in case of a project in India and/or US \$ 500 million for projects undertaken elsewhere during last 10 years.	more than 500 Crore in case of a project in India and/or US \$250 million for projects undertaken elsewhere during last 10 years.	
23	Clause 2.9.5 Technical Evaluation Criteria	The consultant wants understand that whether ongoing and participated projects will also be considered for evaluation along with completed projects?	Kindly refer Corrigendum-1 in this regard.
24	Clause 2.7.3(1) All key staff members must be full time employees of the firm	The consultant would like to ask that apart from the team leader, can the rest of the key members be external experts ?	The condition of the RfQ cum RfP remains unchanged.
25	Clause 2.16.1 (Data Sheet) Request for Extension	The consultant would like to request for extension, by 3 weeks, from the date of submission of proposal as mentioned in the RFQ cum RFP as, engaging International consultants may require that time.	Kindly refer Corrigendum-1 in this regard.
26	Section 2 Clause 2.7.3 (1) Key staff All key staff proposed must be full time employees of the firm.	Aviation industry is a very specialized industry. It may not be possible to have all experts related to aviation sector in house for the consultant. As such, we request to modify the clause as follows: Deployment of all key staff proposed must be must be responsibility of the Applicant firm	The condition of the RfQ cum RfP remains unchanged.
27	Section 2 Clause 2.9.5 Technical Evaluation	The maximum marks allocated for Specific Experience of the Firm is 25.	Kindly refer Corrigendum-1 in this

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	Criteria Experience of the Firm related to the Project	Kindly indicate minimum no. of projects experience required to be furnished by the Applicant in order to score maximum marks.	regard.
28	Section 2 Sub section 2.16.1 Data Sheet Reference 2.7.6 The last date of submission of the Proposal 1-July-2016 03:00 PM	We would like to submit that the response to the RFP requires a detailed understanding of the project and includes a meticulous procedure for engaging various Experts, compilation of all the relevant documents, assessment of existing policy and planning, assess the quantum of work required etc. In view of the above and in order to submit more informed bid, we request you to extend the date for the submission of the proposal by at least 3 weeks from the date of issue of pre-bid queries.	Kindly refer Corrigendum-1 in this regard.
29	Section 2 Sub section 2.16.1 Data Sheet Reference 6.4.4 a Sub-consultancy The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub consultants.	Sub-consultancy arrangement is an internal arrangement of the Applicant for enhancing its capability. In case of sub-consultancy arrangement, the responsibility lies with the Applicant only and the sub-consultant does not enter into any arrangement directly with the client. Moreover, the commercial arrangement with the sub-consultant may be based on many other factors such as long term relationship, strategic partnership,	The condition of the RfQ cum RfP remains unchanged.

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		<p>association in other projects, etc. It may not purely base on division of work for this project.</p> <p>As such, we request you to remove this clause for sub-consultancy arrangement</p>	
30	Section 2 Clause 2.17.2 Qualification and competence of key staff Aviation Expert	<p>Since the Expert is required to have 10 years of experience in Aviation sector projects, we request you to modify the qualification experience as follows: Should have degree in Civil/Mechanical/Aeronautical/Architecture</p>	Kindly refer Corrigendum-1 in this regard.
31	Section 2 Clause 2.17.2 Qualification and competence of key staff PPP Expert	<p>The role expected from PPP Expert is project structuring, risk sharing mechanism, etc. which will not require specific aviation experience.</p> <p>Moreover, there are already positions such as Team leader, Aviation Expert, Traffic Expert who are required to have specific Aviation experience.</p> <p>Hence, we believe, the PPP Expert may not require to have specific aviation experience and experience in infrastructure projects would be sufficient.</p> <p>Hence, we request you remove the requirement of having Aviation experience for the PPP Expert.</p>	The condition of the RfQ cum RfP remains unchanged.
32	Section 2	Financial consultants are not allowed to	The condition of the RfQ

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	Clause 2.17.2 Qualification and competence of key staff Legal Expert	provide legal services. Hence, financial consultants are mandatorily required to source the Legal Expert from outside. As such, we request you to remove the requirement of proposed key staff being full time employee of the firm (please refer to Clause 2.7.3 (1)).	cum RfP remains unchanged.
33	Section-5 Scope of Work Assessment of Existing DPR's	We do not know the extent of work carried out by AAI and JICA while preparing the DPRs. Hence we request that both the DPRs be available for review before submitting the technical and financial proposal so that the correct amount of scope can be assessed and a proposal can be made accordingly.	The consultants are requested to visit the client's office and study the available reports. The condition of the RfQ cum RfP remains unchanged.
34	Section-5 Scope of Work	Has master planning been carried out in sufficient details to provide developers with the level of details or is this within the scope of the TA assignment. In such case, we recommend adding the role of Airport Master Planner as well.	The master planning been carried out in sufficient detail to provide developers with the level of details. The consultants are requested to review the existing reports already available with the Client. The condition of the RfQ cum RfP remains unchanged.
35	Section-5 Scope of Work	Project cost: The project cost is generally	The project outlay, cost

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		<p>arrived either on thumb rule basis on the development area of land, terminal and air sides.</p> <p>Alternatively a detailed option is to prepare a concept architectural plan and detail it to a BOQ level such a more accurate project cost can be assessed.</p> <p>As project cost is very critical for developers for reference purpose, the detailed option is generally followed</p> <p>Please advise how the project cost has been arrived at.</p> <p>For the assessment of project cost, would the TA be required to carry out analysis at BoQ level with an architectural concept plan or at a thumb rule level.</p>	<p>and relevant features of the project have been determined by AAI, considering site suitability, traffic forecast etc. The revised DPR prepared by TA would give a project model to be implemented by developer. However, developer is expected to carry out its BoQ level assessment and due diligence for implementation.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
36	<p>2.7.3 All key staff proposed must be full time employees of the firm.</p>	<p>Freelance consultant associated as advisor with the firm are eligible?</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
37	<p>2.17.2 5. Traffic Expert Should be a post graduate in transport planning with over 10 years of experience in aviation sector.</p>	<p>10 years of experience after PG or any one with 10 years and a PG degree is acceptable?</p> <p>- Request to change this to experience in urban transport sector.</p> <p>- Request an expert with bachelor's degree</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>

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		and 20+years of experience in traffic planning/engineering to be accepted as Traffic Expert?	
38	IV. New DPR, Project model & Strategy a. In case of new DPR, TA may use the relevant and useful information of AAI and JICA DPR. Updation of traffic & cargo forecast, project structuring etc.	A floating component of payment shall be added, in case, traffic surveys or any other surveys required for revision in the DPR. - We suggest 10-15 % of quoted fee, as floating payment. Shall be paid, only if any additional surveys required for updating the DPR.	The condition of the RfQ cum RfP remains unchanged.
39	Note: TA should assist the client in other project developmental activities like flood mitigation works etc. including selection of consultants for various other activities like selection of consultants for flood mitigation works, selection of PMC etc. as per the directions of the client and requirements of the project	This part itself is a separate transaction. Request clarity on this.	Kindly refer Corrigendum-1 in this regard.
40	Deliverables & Payment Module - 1 Revised draft DPR after incorporating necessary changes: D+3 Final revised DPR, Draft Project model & Strategy: D+5 Final Project Model Strategy: D+5.5	We believe, any change recommended and incorporation will take more time and should be D+4 i.e 2 months from date of end of review of existing DPR's. - Final revised DPR timeline can be extended to D+5.5 - Final project model at D+6 - No success fees?	The condition of the RfQ cum RfP remains unchanged.
41		In case we bid as a consortium of	If the consortium leader is

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		companies - is the consortium leader required to have a registered company in India?	not a registered company in India, the payment to the consortium leader will be made as per applicable Permanent Establishment laws under relevant taxation guidelines. If one of the consortium partners does not have a registered company in India, the payment will be made to the consortium leader having registered office in India.
42	<p>Bid Security A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/- (Rupees Ten Lakh Only) or US dollars 20,000.00 (USD Twenty Thousand only) shall be required to be submitted by each Applicant ("Bid Security")</p>	<p>We request the Authority to kindly modify the Bid Security amount from INR 10,00,000/- to INR 5,00,000.</p> <p>We have seen for similar projects of development of Airports and other infrastructure projects the bid security amount ranges from INR 1,00,000/- to INR 5,00,000/-</p>	The condition of the RfQ cum RfP remains unchanged.
43	Clause 5.1.1, Point 1	Request the Authority to kindly clarify if	1426 Hectares of Govt.

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	Page 59 Objective	<p>the entire land for the proposed Airport and allied infrastructure is in possession of the Authority.</p> <p>If not, by when it is expected to be transferred to the Authority/Dholera International Airport Company Limited</p>	<p>land at Navagam Village Taluka Dholera, has been reserved by the State Govt. for the Airport Project.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
44	Clause 5.1.1, Point II, sub-point Page 61 Development of MRO & Aviation Zone:	<p>Request the Authority to kindly clarify if the MRO and aviation zone shall be mandatorily be developed by the Airport Operator or a separate contract shall be floated for its development.</p> <p>Further, in case it is decided that due to low financial viability of the MRO and Aviation Zone project, the said project is not developed further, request the authority to kindly clarify if the payment terms and conditions, as set forth in the tender document, shall not change.</p>	<p>The consultant as part of the study should give a clear recommendation in terms of development of MRO/Aviation Zone/Cargo Development and/or any other zone which may increase the financial viability of the project.</p> <p>The payment is linked with the report on the final project strategy (standalone Project/ with or without MRO & Aviation Zone) which will be approved by the State Govt. and/or any other</p>

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			agency recommended by the Client before release of payment. The condition of the RfQ cum RfP remains unchanged.
45	Page 64 Note: TA should assist the client in other project developmental activities like flood mitigation works etc. including selection of consultants for various other activities like selection of consultants for flood mitigation works, selection of PMC etc. as per the directions of the client and requirements of the project.	Request the Authority to kindly clarify, if the Consultant is required to assist the Authority in selection of consultants for various other activities like selection of consultants for flood mitigation works, selection of PMC etc. as per the directions of the client and requirements of the project and will there be additional payment terms attached for such additional works?	Kindly refer Corrigendum-1 in this regard.
46	Page 62 New DPR, Project model & Strategy	As per the terms of reference, for the instant project the respective authority has undertaken preparation of two DPRs from external agencies, i.e., AAI and JICA. More clarity is sought if a new DPR is to be prepared or only review of the DPR is required. This may result in an increase in the consultancy fees.	As per the scope of work, the consultant has to review the existing DPR's and suggest modifications as per the current scenario. All the comments/suggestions /modifications has to be incorporated and a revised final DPR has to be submitted.

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			The condition of the RfQ cum RfP remains unchanged.
47	Technical Consultants	<p>It may be brought to the Authority's notice that for a typical large scale PPP project, the technical scope which includes preparation of master plans, detailed project report, preparation of BOQ for ascertaining the base project cost, is kept outside the purview of a Transaction Advisor. Typically the authority hires a separate technical consultant to undertake such activities.</p> <p>Further, as per the terms of reference it is not clear as to which detailed project report shall be referred to, Airports Authority of India or the one prepared by JICA.</p> <p>Hence it is requested that the technical scope may be kept out of the scope of work for the instant consultancy assignment and is suggested to hire a separate technical consultant</p>	The condition of the RfQ cum RfP remains unchanged.
48	Reference Clause 2.1.19: RFQ CUM RFP Processing Fee: The RFQ CUM RFP submissions shall be accompanied by a Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian	We humbly request you to kindly consider reducing the processing fee	The condition of the RfQ cum RfP remains unchanged.

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	Rupees One Lakh only) plus Service Tax @14.5 %		
49	Reference Clause 2.5.1: A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited", valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/(Rupees Ten Lakh Only) or US dollars 20,000.00 (USD Twenty Thousand only) shall be required to be submitted by each Applicant ("Bid Security").	We humbly request you to kindly consider reducing the bid security	The condition of the RfQ cum RfP remains unchanged.
50	Project office	RFP states that "Consultant is advised to have their main Project Office at Gandhinagar". We understand that the consultant has to put in substantial efforts to collect information through field visits and multiple client discussions. However, we understand that it is advisable but not mandatory to have the main project office at Gandhinagar. Request clarification on the same. We would like to highlight that Deloitte has its offices at 13 cities including Ahmedabad and Baroda in Gujarat; and	The condition of the RfQ cum RfP remains unchanged.

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		our team is totally mobile to readily travel to different project locations.	
51	Preparation of proposal	<p>RfP states that the Joint Bidding Agreement in case of JV/consortium should confirm the “The authorized representative of the JV/Consortium (as approved by a Board resolution of Member-in-Charge)”.</p> <p>Typically the authorized representative from Deloitte is a Partner, who is already approved by the firm’s Board resolution. In case of a JV/consortium with any other firm, we do not seek a separate Board approval specifically for the JV/consortium to nominate an authorized representative.</p> <p>We understand that separate approval by a Board Resolution of Member-in-Charge is not required in Joint Bidding Agreement in case of JV/consortium. Request confirmation on the same.</p>	The condition of the RfQ cum RfP remains unchanged
52	Preparation of proposal	All key staff proposed must be permanent full time employees of the firm”.We understand that experts working with a firm on long term contracts would also considered full time employees. Request confirmation of the same.	The condition of the RfQ cum RfP remains unchanged.
53	Minimum Qualification Criteria	RfP states that “The applicant should have provided Transaction Advisory services to Government entities/ Public Sector entities	Kindly refer Corrigendum-1 in this regard.

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		<p>for Airport Projects/Infrastructure projects costing more than Rs. 1000 crores in case of a project in India and/or US \$ 500 million for projects undertaken elsewhere during last 10 years.”</p> <p><input type="checkbox"/> We would like to highlight that during the last 10 years, there have been very few airport sector PPP based transactions with project cost above Rs 1000 crore. Further, the recent RfPs with similar scope and scale of project, have pegged the project cost criteria to “above 500 crore”. In this view, the requirement of project cost to be above Rs 1000 crore may limit the participation of firms having good experience in handling such projects.</p> <p>We request DMIDC to reconsider this criteria and reduce the project cost to Rs 500 crore.</p> <p><input type="checkbox"/> Similarly, for projects undertaken elsewhere during last 10 years, the project cost has to be above US \$ 500 million. This corresponds to project cost above Rs 3,500 crore which is not in sync with the minimum project cost requirement for domestic projects. In this view, we request DMIDC to reconsider this criteria and reduce the project cost to US \$ 200 million.</p>	
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		<p>DMICDC may consider replacing the above clause with the following: "The applicant should have provided Transaction Advisory services to Government entities/ Public Sector entities for: a. Airport Projects costing more than Rs. 500 crore in case of a project in India, and/or US \$ 200 million for projects undertaken elsewhere during last 10 years. And/or b. Infrastructure projects costing more than Rs. 500 crore in case of a project in India and/or US \$ 200 million for projects undertaken elsewhere during last 10 years."</p>	
54	Technical evaluation criteria	<p>RfP states that: "Specific experience of the Firm The firm should have undertaken / completed similar projects as mentioned in clause 2.9.4 (a) of providing services related to Transaction Advisory for airport projects, power projects, railway projects, ports, etc. in last 10 years. The emphasis will be on relevance of the projects to the nature of assignment, cost, size and scope of work performed by the consultant i.e. of comparable size, complexity, technical</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>

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		<p>speciality and key components of the projects. Project experience in preparation of DPR"s for the Airport Projects during last 10 years." We would request DMICDC to consider the fact that a consultant having experience in providing transaction advisory services to a Government client specifically for airport projects on PPP basis would have significantly higher experience of handling a project of this nature and scale. In view of this, we would request DMICDC to consider giving a higher weightage towards credentials in providing transaction advisory services in airport development on PPP basis. We would request DMICDC to consider the following weightages to the evaluation criteria:</p> <table border="1" data-bbox="898 1122 1505 1416"> <thead> <tr> <th data-bbox="898 1122 997 1416">S No</th> <th data-bbox="997 1122 1352 1416">Firm Experience (last 10 years)</th> <th data-bbox="1352 1122 1505 1416">Weightage for max marks per project</th> </tr> </thead> <tbody> <tr> <td data-bbox="898 1416 997 1416"></td> <td data-bbox="997 1416 1352 1416"></td> <td data-bbox="1352 1416 1505 1416"></td> </tr> </tbody> </table>	S No	Firm Experience (last 10 years)	Weightage for max marks per project				
S No	Firm Experience (last 10 years)	Weightage for max marks per project							

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		1	Transaction advisory for PPP projects in airport development with project cost above Rs 500 crore or US \$ 200 million in overseas	100%	
		2	Transaction advisory for non-PPP projects in airport development with project cost above Rs 500 crore or US \$ 200 million in overseas	80%	

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		<p>3 Transaction advisory for PPP projects in other infrastructure development (power projects, railway projects, ports, etc.) with project cost above Rs 500 crore in India or US \$ 200 million in overseas</p>	<p>60%</p>	
		<p>4 Transaction advisory for non-PPP projects in other infrastructure development (power projects, railway projects, ports, etc.) with project cost above Rs 500 crore or US \$ 200 million in overseas</p>	<p>40%</p>	
<p>For example, if the maximum mark for each project is 2.5, a project belonging to #1 will be evaluated for $100\% * 2.5 = 2.5$ marks,</p>				

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		whereas, a project belonging to #4 will be evaluated for $40\% * 2.5 = 1$ mark only.	
55	Technical evaluation criteria	Request DMICDC to clarify the number of projects to be put against Transaction advisory services and against project experience in DPR preparation for airports.	Kindly refer Corrigendum-1 in this regard.
56	Qualification and competence of key staff	Traffic expert - Should be a post graduate in transport planning with over 10 years of experience in aviation sector. Based on our experience of handling similar projects, the experience of a key personnel in traffic forecasting for airport based projects is of paramount importance. We request DMICDC to kindly reconsider the education criteria and allow key personnel experience with relevant experience in traffic forecasting having a graduate/post graduate degree in transport planning/civil and/or MBA.	Kindly refer Corrigendum-1 in this regard.
57	Pre-Qualification Proposal submission form	"We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees." We would request DMICDC to consider limiting the above clause to the	Kindly refer Corrigendum-1 in this regard.

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		<p>engagement team. DMICDC may consider revising the clause as below: “We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners / Senior Directors who will be part of the engagement team.”</p>	
58	Broad scope of work	<p>We request the DMICDC to confirm the total area available with the Government next to the Airport Land. Further it is not clear whether the TA’s scope of work also includes assessment of undertaking commercial activity such as hotels, office complex, retail malls etc on such adjacent land. We request DMICDC to confirm whether such commercial assessment would be in the scope of work of the TA.</p>	<p>The demarcation & measurement of land is being carried out by the District Inspector of Land Records, Ahmedabad. TA is expected to explore the possibilities of converting this area as Aviation Industry Zone. TA may suitably advice to add commercial activities.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>

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59	Detailed Terms of Reference	<p>We request DMICDC to confirm the coverage of AAI or JICA DPRs. We understand that the coverage of the DPR's is only master plans, VGF, financial modelling, improvement in viability, project structuring with or without MRO Facility & Aviation Zone. We request clarifications on the following aspects:</p> <p><input type="checkbox"/> Does AAI or JICA DPR include any preliminary drawings / detailed engineering – and whether the scope of TA would include review of such drawings</p> <p><input type="checkbox"/> Does AAI or JICA DPR include commercial assessment at the land adjacent to Airport site</p> <p><input type="checkbox"/> Does AAI or JICA DPR include assessment of Cargo Hub facilities</p> <p><input type="checkbox"/> Does AAI or JICA DPR include traffic projections – for passengers and cargo – we understand that the scope of TA would only require reviewing the assumptions by AAI / JICA for undertaking traffic projections and TA would not have to undertake any traffic survey – please confirm</p> <p><input type="checkbox"/> We would like DMICDC to kindly confirm the duration for which the DPR has been prepared</p>	<p>The scope of TA includes review of drawings prepared by AAI/JICA including all other aspects covered in the DPR's prepared by AAI/JICA. The DPR's prepared by AAI/JICA does not include the assessment of land adjacent to the Airport.</p> <p>The DPR was prepared by AAI in May, 2014 and by JICA in march, 2015.</p> <p>The prospective bidders are requested to visit the client's office and review the existing DPR's prepared by AAI/JICA.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
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		<input type="checkbox"/> We understand that the TA's scope would not include the review of EIA undertaken by AAI / JICA. Please confirm	
60	Detailed Terms of Reference	Point II mentions that proposed airport project may include the aviation zone (MRO and other aerospace industries) - we request DMICDC to confirm what other aerospace industries are being considered by DMICDC. The TA's would need to assess the effort required for such work based on the options provided by DMICDC.	The condition of the RfQ cum RfP remains unchanged.
61	Detailed Terms of Reference	Scope of the TA under MRO includes "Site suitability, feasibility and market potential for an MRO in Dholera". We request DMICDC to confirm: <input type="checkbox"/> We understand that the scope of TA would not include any ground survey / topographical survey	The condition of the RfQ cum RfP remains unchanged.
62	Detailed Terms of Reference	Development of Aviation Zone - We would like to highlight that the scope mentioned under this particular section is very wide. As per the current scope, the following would be under the scope "Explore the opportunities for other aviation-related/aerospace businesses; for	The condition of the RfQ cum RfP remains unchanged.

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		<p>example manufacturing of aircraft parts, aviation instruments & equipment, logistics machinery, terminal logistics and machineries and aviation academies & flight training institutes.</p> <p>c. Accordingly, prepare a suitable aviation policy for the Project highlighting objectives, incentives, land demarcation, layout plan, land use, allotment system, pricing mechanism and so on.</p> <p>d. Suggest business plan and implementation mechanism to attract investments from the aviation industries and logistics community mentioned as above “</p> <p>These tasks would require substantial effort (much more than 5 months) as the number of industries to be covered under the feasibility study are large – further there is no boundary in terms of what is under scope and what is not. We request DMICD to remove this part from the scope of work of the TA</p>	
63	Detailed Terms of Reference	We request confirmation that new DPR doesn't need to be prepared – new master plan, new capex estimates, new OPEX estimates, new REPEX estimates etc are not required – and TA is only information	The scope of work has been clearly indicated in the RfQ cum RfP.

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		needs to be update the information wherever required and use the to prepare financial models to assess viability.	The condition of the RfQ cum RfP remains unchanged.
64	Detailed Terms of Reference	<p>“Development of Aviation zone: Accordingly, prepare a suitable aviation policy for the Project highlighting objectives, incentives, land demarcation, layout plan, land use, allotment system, pricing mechanism and so on.”</p> <p>We do not envisage any policy work as part of the scope of work for this assignment, and accordingly request DMICDC to modify the underlined text in the above clause.</p>	The condition of the RfQ cum RfP remains unchanged.
65	Detailed Terms of Reference	<p>Currently the scope mentions “</p> <p>The recommended business model may be based on analysis of aeronautical and non-aeronautical models of Indian Airports (Delhi, Mumbai, Bangalore, Hyderabad and Ahmedabad) and International hub airports (Dubai, Heathrow, Singapore) and influence of integrated infrastructure & commercial development of these airports and propose appropriate the facilities for Dholera airport”. We would like to highlight that these information may not be</p>	<p>A broad analysis of business model based on available information is required.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>

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		available in the public domain. We request DMICDC to confirm that this task needs to be undertaken based on information available with DMICDC and on public domain - no site visits would be required.	
66	Detailed Terms of Reference	Currently scope of work includes "TA may also study the positive and negative impact of existing (Ahmedabad, Mumbai) or upcoming international airport (Navi Mumbai) over Dholera Airport" - We request DMICDC to please clarify what is expected under this task.	The condition of the RfQ cum RfP remains unchanged.
67	Detailed Terms of Reference	TA shall study the current and past traffic data and determine the saturation traffic level of existing Ahmedabad Airport. - We request DMICDC to please clarify whether such tasks have been undertaken in AAI and JICA studies or not.	The prospective applicants are requested to visit the client's office and study the existing DPR's prepared by AAI/JICA. The condition of the RfQ cum RfP remains unchanged.
68	Detailed Terms of Reference	Suggest the potential of Carbon Credit of the project through implementation of green technologies and renewable sources of energy. - We would like to highlight that this task would require technical expertise and currently the team does not have an	The condition of the RfQ cum RfP remains unchanged.

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		expert who can undertake this task - accordingly request DMICDC to remove this from the scope of work	
69	Detailed Terms of Reference	"TA shall prepare and finalize Expression of Interest (EOI)". We suggest that this shall be finalized only based on final bidding strategy - in case the bidding strategy is only 2 step process, then EOI stage may be removed from the scope of the work of the TA	The condition of the RfQ cum RfP remains unchanged.
70	Detailed Terms of Reference	Currently the scope of work includes "Prepare a marketing strategy to showcase the project at national/ international level and accordingly market the project to the prospective developers." We request confirmation that scope would only include making the relevant documents - the scope would not include undertaking any marketing roadshows in India or abroad.	Kindly refer Corrigendum-1 in this regard.
71	Detailed Terms of Reference	"TA shall arrange all pre-bid conferences for the selection of PPP developer for the Project." We request DMICDC to kindly confirm that all logistics arrangement linked to organizing such pre-bid conferences such	The logistics arrangement linked to organizing such pre-bid conferences such will be provided by the Client. However, the approval for the same

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		as booking auditorium/hotel, lunch, transportation etc. would be provided by DMICDC.	should be taken before actual expenditure is incurred. The condition of the RfQ cum RfP remains unchanged.
72	Detailed Terms of Reference	<p>“Note: TA should assist the client in other project developmental activities like flood mitigation works etc. including selection of consultants for various other activities like selection of consultants for flood mitigation works, selection of PMC etc. as per the directions of the client and requirements of the project.”</p> <p>The RFP stated that such consultants are already working with DMICDC. Is this still applicable. Further the scope of work is more of PMC nature and hence should be removed from TAs scope of work.</p>	Kindly refer Corrigendum-1 in this regard.
73	General Conditions of Contract	It is highlighted that the pre-existing IPR(s) of our firm, which we may use for the successful completion of tasks, will still continue to be with us after the engagement is successfully completed. We request DMICDC to kindly modify the clause accordingly.	Refer clause No. 5.6.6. The condition of the RfQ cum RfP remains unchanged.

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74	General Conditions of Contract	It is highlighted that professional services firms like ours have an overall insurance at the firm level including for instance Group Personnel Accident Policy. As our scope of work pertains to advisory inputs, we do not foresee a situation for arranging a separate insurance at own cost and on terms and conditions approved by the client separately for this engagement. In view of this, we request client to kindly consider deletion of the referred clause regarding insurance.	The condition of the RfQ cum RfP remains unchanged.
75	General Conditions of Contract	RfP states that "the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard." It is highlighted that our firm has an umbrella policy which will not identify the specific client (DMICDC in this case) as beneficiary. In view of this, we request DMICDC to delete this clause.	The condition of the RfQ cum RfP remains unchanged.
76	General Conditions of Contract	We request DMICDC to consider limiting overall liability of the bidder including Liquidity Damages to 10% of contract value, and Penalties to be capped to 5% of contract value.	The condition of the RfQ cum RfP remains unchanged.

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77	General Conditions of Contract	Request DMICDC to clarify that DMICDC will facilitate the release of remaining 20% of payment, against completion of work as per Terms of Reference, within 45 days of forwarding the report to respective state Governments, in case of delays in approvals.	DMICDC will facilitate the consultant so as to complete the assignment within given time frame. The condition of the RfQ cum RfP remains unchanged.
78	General Conditions of Contract	We would request DMICDC to consider modifying the clause as follows: "If the selected Consultant fails to complete the Assignment for the reason solely attributable to the Consultant, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees."	The condition of the RfQ cum RfP remains unchanged.
79	General Conditions of Contract	"(i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; " Request DMICDC to remove the term "indirectly" in the above clause.	The condition of the RfQ cum RfP remains unchanged.

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80	General Conditions of Contract	<p>“hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.”</p> <p>Request DMICDC to consider deleting the above clause as typically firms like ours cannot link the liability to insurance proceeds.</p>	The condition of the RfQ cum RfP remains unchanged.
81	After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency within five (05) working days without any extra charge.	<p>We request you to please limit the applicability of Clause 2.3 till completion of the engagement.</p> <p>Following paragraph may be considered for addition to this clause: "Clause 2.3 will be applicable till completion of the engagement."</p>	The condition of the RfQ cum RfP remains unchanged.
82	For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (Three Hundred Eighty) days after the completion of the assignment.	Please advise if the number of days is 180 or 380.	Kindly refer Corrigendum-1 in this regard.

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83	If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.	CVs of only six personnel are being evaluated under the tender. Thus, we request you to waive requirement under the aforementioned clause subject to an undertaking that necessary inputs would be provided by the foreign personnel to the project.	Kindly refer Corrigendum-1 in this regard.
84	Experience of preparation of DPRs for the Airport Projects during last 10 years including master plan, engineering surveys and supervision and independent engineering services for projects costing more than Rs. 200 Crore	We request you to please provide the minimum project cost (in US dollars) in case of international projects.	Kindly refer Corrigendum-1 in this regard.
85	The firm should have undertaken / completed similar projects as mentioned in Clause 2.9.4 (a) of providing services related to Transaction Advisory for airport projects, power projects, railway projects, ports, etc. in last 10 years. Project experience in preparation of DPR's for the Airport Projects during last 10 years.	Please advise whether an airport project experience can be considered for both transaction advisory and preparation of DPR. For example, for a XYZ Airport, advisory services were provided by a consortium of Financial and Technical consultants. Technical Consultant's scope of work included preparation of DPR and Financial Consultant's scope of work included transaction advisory services. Whether such project of XYZ airport can be considered separately under preparation of DPR and under Transaction Advisory	Kindly refer Corrigendum-1 in this regard.

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		<p>Services according to the provisions of Clause 2.9.5?</p> <p>We request you to kindly allow evaluation of such projects separately as work done for preparation of DPR and undertaking transaction advisory is very different. This will enable us to form a consortium with the most experienced firm to provide required services.</p>	
86	<p>The firm should have undertaken / completed similar projects as mentioned in clause 2.9.4 (a) of providing services related to Transaction Advisory for airport projects, power projects, railway projects, ports, etc. in last 10 years. Project experience in preparation of DPR's for the Airport Projects during last 10 years.</p>	<p>Request you to please let us know the number of projects which would be evaluated for a) Transaction Advisory b) DPRs for Airports. We request you to consider the top 4 projects in Transaction Advisory for evaluation under this criteria and 4 projects in preparation of DPRs for evaluation under this criteria.</p> <p>Further, given the nature of assignment and significant difference in experience while advising government entities as compared to private entities, we request you to only consider Transaction Advisory experience provided to Government clients/ public sector clients.</p>	<p>Kindly refer Corrigendum-1 in this regard.</p>

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87	Financial Expert - Should be an MBA (Finance) /CFA/CA with minimum experience of 10 years in providing financial advisory, preparation of financial model and structuring of aviation/ PPP Infrastructure projects.	We request you to consider reducing minimum experience for Financial Expert to 7 years from the current requirement of 10 years. We believe 7 years of relevant experience is sufficient for a competent Financial Expert. Further, experience of financial structuring of recent airport projects is very critical as greenfield airport transactions in India have undergone a significant change. Majority of such projects have been undertaken in the last 7 years.	The condition of the RfQ cum RfP remains unchanged.
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