

<b>Response to Queries on " Selection of Consultant for Conducting Prefeasibility Study and Preparation of Techno-Economic Feasibility Report (TEFR) for Development of Greenfield International Airport at Amaravati in Andhra Pradesh"</b>			
<b>Sl. No.</b>	<b>Item Description</b>	<b>Clarification sought</b>	<b>Reply/ Clarification by APADCL</b>
1	<p><b>Page No. 28, Clause 4.2 Table Sl. No. 1</b></p> <p>Bidder's experience in providing consulting services for development for Airport Project in the past ten years. Herein consulting services would include any of the following: Techno-Economic Feasibility studies, DPR preparation and Transaction Advisory Services.</p> <ul style="list-style-type: none"> <li>• Providing consulting services to an airport with min Project value of INR1500 Crore</li> <li>OR</li> <li>• Providing consulting services to 2 (two) airports with min Project value of INR750 Crore each (5 marks per project)</li> </ul>	<p>Kindly request to consider - Herein consulting services would include any of the following: Techno-Economic Feasibility studies / DPR Preparation. Providing consulting services to an airport with min Project value of INR 1500 Crore. OR Providing consulting services to 2 (two) airports with min Project value of INR 750 Crore each.</p>	<p>Now read as: Bidder's experience in providing consulting services for development for Airport Project in the past ten years.</p> <p>Herein consulting services would include any of the following: Techno-Economic Feasibility studies/ DPR preparation /Transaction Advisory Services.</p> <ul style="list-style-type: none"> <li>• Providing consulting services to an airport with min Project value of INR 1500 Crore</li> <li>OR</li> <li>• Providing consulting services to 2 (two) airports with min Project value of INR 750 Crore each.</li> </ul>
2	<p><b>Page No. 28, Clause 4.2 Table Sl. No. 3</b></p> <p>Bidder's experience in providing Technical Services for development for Airport Project in the past ten years. Technical Consultancy here means consultancy on all or substantially all technical aspects of an airport including DPR, Master Plan, Detailed Designs, Surveys etc.</p> <p>Providing technical services to</p>	<p>Kindly request to consider - Bidder's experience in providing Technical Services for development for Airport Project in the past ten years. Technical Consultancy here means consultancy on all or substantially all technical aspects of an airport either DPR, Master Plan /Detailed Designs, Surveys etc. Providing technical services to 2 (two) airports with min Project value of INR 500 Crore each.</p>	<p>RFP condition Prevails.</p>

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	2(two) airports with min Project value of INR 500 Crore each.		
3	<b>Page No. 27, Clause No. 4.1. Point No. 3</b> The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services in India, especially to government entities/departments. This must be demonstrated by providing project details and Work Orders of minimum 2 similar aviation sector projects undertaken in last 5 years.	Kindly request to consider - The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services. In India/Abroad, to government entities/departments. This must be demonstrated by providing. Project details and Work Orders of minimum 2 similar aviation sector projects undertaken in last 5 years.	RFP condition Prevails.
4	<b>Page No. 3 Data Sheet, Sl. No. 3</b> Time period of Contract: 32 Weeks	Time period of contract: 64 Weeks	RFP condition Prevails.
5	<b>Page No. 3 Data Sheet, Sl. No. 9</b> End date of Online submission of Bids envelopes I & II on AP e procurement Portal: 21.03.2025 @ 03.00 PM	Kindly request an extension of due date by an additional four weeks	RFP condition Prevails.
6	<b>Page No. 35, Clause 5.10: Conflict of Interest, Point: a.</b>	We believe that in this case, the restriction may limit our ability to contribute to future consultancy services	RFP condition Prevails.

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	Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.	during the ongoing execution of the project. As we value our continued involvement and the expertise we can bring to future phases of the project, we kindly request your consideration in waiving this clause to allow us to retain the right to apply for future consultancy services as they arise throughout the project's execution	
7	<b>Page No. 3 Data Sheet, Sl. No. 9</b>  End date of Online submission of Bids envelopes I & II on AP e procurement Portal: 21.03.2025 @ 03.00 PM	As program managers for the Amaravati Green City Development under APCRDA and with extensive experience in airport feasibility studies across India and abroad, we have a deep understanding of the region and the aviation sector. We sincerely appreciate the opportunity to participate in these TEFR studies. However, given the complexity of the project, we kindly request a 14-day extension	RFP Condition Prevails.
8	<b>Page No. 28, Clause 4.2 Table Sl. No. 1</b> Bidder's experience in providing consulting services for development for Airport Project in the past ten years. Herein consulting services would include any of the following: Techno-Economic Feasibility studies, DPR preparation and Transaction	We understand that the bidders experience under the various categories of projects need not be exclusive.  Kindly confirm if our understanding is correct.	Now read as: Bidder's experience in providing consulting services for development for Airport Project in the past ten years. Herein consulting services would include any of the following: <b>Techno-Economic Feasibility studies/ DPR preparation /Transaction Advisory Services.</b> • Providing consulting services to an

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	Advisory Services. • Providing consulting services to an airport with min Project value of INR1500 Crore OR • Providing consulting services to 2 (two) airports with min Project value of INR750 Crore each (5 marks per project)		airport with min Project value of INR1500 Crore OR • Providing consulting services to 2 (two) airports with min Project value of INR 750 Crore each.
9		In Points No. 1 and 2 of the Evaluation Criteria, it is mentioned that 5 marks are awarded per project, while the maximum marks are also stated as 5. We kindly request the Authority to clarify the marking scheme per project and the overall maximum marks allocation.	Maximum Marks is 5
10	<b>Page No. 28, Clause 4.2 Table Sl. No. 2</b>  Bidder's experience of providing consultancy services for one Greenfield Airport		RFP Condition Prevails.
11	<b>Page No. 27, Clause No. 4.1. Point No. 3</b>  The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services in India, especially to government entities/departments. This must be demonstrated by providing project details and Work Orders of minimum 2 similar aviation sector projects undertaken in last 5 years.	We request the Authority to kindly consider changing the clause as – 'The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services in India, preferably to government entities/departments.' In recent years, a significant number of airports have been privatized by government entities, leading to increased involvement of private players in the aviation sector. Consulting services provided to these private players have encompassed a scope of work largely similar to that required by APADCL. Given this industry shift, experience with both government and private entities should be considered relevant and valuable for the project.	RFP Condition Prevails.

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12	<p><b>Page No. 3 Data Sheet, Sl. No. 6</b></p> <p>Earnest money Deposit: E.M.D. Rs. 5,00,000/- (Rupees Five lakh only) to be paid in the form of Demand Draft/ NEFT/ RTGS/ ONLINE from Nationalized or any scheduled bank (but not from Co- operative or Grameena Bank) in favour "Andhra Pradesh Airports Development Corporation Limited A/C No:50200020235682 of HDFC Bank of India, IFSC: HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam AP.</p>	<p>We wish to highlight that EMD amount in such typical government mandates is within a range of 1 Lakh – 3 Lakhs Considering the same, we would request the authority to kindly reduce the EMD amount.</p>	<p>RFP Condition Prevails.</p>
13	<p><b>Page No. 3 Data Sheet, Sl. No. 16</b></p> <p>Mode of selection: Quality cum Cost Based Selection (QCBS) Technical – 70% and Financial30%</p>	<p>We would request the authority to kindlymodify the QCBS weightage as follows:Quality cum Cost Based Selection (QCBS) Technical – 80% and Financial 20%</p>	<p>RFP Condition Prevails.</p>

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14	<b>Page No. 11, Obtaining statutory clearances</b>	We wish to highlight that Obtaining requisite approvals, Statutory clearances from the authorities like DGCA/ICAO, Airports DCA of India, Ministry of Defense, etc. require larger time to execute and ultimately increases the time and cost for execution of the mandate, additionally, when these approvals are taken by the authority itself, it can be executed in a short span. We have been highlighting the above clause to various authorities in past and therefore, have not undertaken such scope in our past executed mandates. Considering the above, Real Estate/ International Property consultants like Sl. No Clause & Pg No. Description Request/Modification from CBRE us can only assist the authority in undertaking the required approvals Request you to kindly accept	RFP Condition Prevails.
15	-	We would request the authority to kindly provide details of the site, in case any site has been identified by the authority.	As of now no site plans could be furnished
16	<b>Page No. 15, Clause 2.4 Team Table Sl. No. 1.Project Director:</b> Should be a postgraduate/MBA/Transport Planner/equivalent from a reputed institute with at least 20 years of experience in managing projects in the infrastructure/Transport/Aviation sector. • Should have successfully closed infrastructure projects with value above 1,000 crores on PPP basis and have experience of working in minimum one Airport project.	We understand that Post Graduation/ MBA in equivalent fields such as Finance/ Marketing/ Business Administration/ Strategy will be considered as relevant. Request you to kindly confirm	Will be Consider with Specified Experience.

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17	<p><b>Page No. 15, Clause 3.5.3</b></p> <p>Performance Security: Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to 10% of the final Bid value in the form of Bank Guarantee drawn on any Nationalized Bank in favor of APADCL valid for six months after completion of the Project.</p>	<p>We would request the authority to kindly reduce this Performance Security amount from 10% to 5%.</p>	<p>RFP Condition Prevails.</p>
18	<p><b>Page No. 27, Clause No. 4.1. Notes:</b></p> <p>The bidder shall submit their details, financial details, work completed/in progress by them in the Performa of Appendix-Form 1-6 of E-Bid and in compliance to checklist given in appendix 6.7 shall be considered for qualification in Eligibility. Documentary proof such as work order/ completion certificates from client clearly indicating the nature/ scope of work and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.</p>	<p>We wish to highlight that various client documents such as Work Order/ Completion Certificates don't highlight the necessary Project details such as Nature/ scope of work and actual date of completion. Also there is NDA signed with some clients for sharing any client document. Considering the above we, request the authority to kindly accept following documents as supporting document for showcased eligible projects: In case of Completed Project - Completion Certificate/ Letter of Award/Letter of Intent/ Work Order/ Contract Agreement + CA Certificate highlighting the necessary project details as above. In case of Ongoing Projects - Letter of Award/ Letter of Intent/ Work Order/ Contract Agreement + CA Certificate highlighting the necessary project details as above.</p>	<p>It will be Considered.</p>

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19	<b>Page No. 28, Clause No. 4.2. Sl. No. 1,2 &amp; 3</b>	We understand that any single project which mees all project criteria 1, 2, and 3 can be showcased/ repeated in all the criteria's Request you to kindly confirm	RFP Condition Prevails.
20	<b>Page No. 28, Clause No. 4.2. Sl. No. 1,2 &amp; 3</b>	We understand that any single project which mees all project criteria 1, 2, and 3 can be showcased/ repeated in all the criteria's Request you to kindly confirm	RFP Condition Prevails.
21	<b>Page No. 28, Clause No. 4.2. Sl. No. 1,2 &amp; 3</b>	We wish to highlight that typically execution timelines of such large-scale Airport projects are huge and therefore completion of such mandates requires immense time.Considering the same, we would request the authority to kindly accept such similar ongoing mandates, wherein at least 80% of scope has been accomplished.	Completed Projects can only be considered as per RFP.RFP Condition Prevails.
22	<b>Page No. 8, Clause No. 2.1.1.</b>	Are there any pre-existing studies on traffic, demand/ supply scenario that have been commissioned by the Authority that would be made available and used for the current study and could be relied on?	On records preexisting studies are Not Available.
23	<b>Page No. 8, Clause No. 2.1.2. Task III: Land Procurement Strategy</b>	We request the Authority to kindly clarify whether the land required for the proposed Airport has already been identified?	No
24	<b>Page No. 14, Clause No. 2.2. Timelines &amp; Payment milestones</b>		RFP Condition Prevails.
25	<b>Page No. 27, Clause No. 4.1. Point No. 1</b>	We request to kindly allow the wholly owned Indian subsidiary company of foreign firm to participate in the Bid on the basis of its parent company's technical and financial credentials, provided the parent company submit the Letter of Undertaking to support the subsidiary company during the execution of project assignment	RFP Condition Prevails.
26	<b>Page No. 27, Clause No. 4.1. Point No. 2</b>	We believe that the turnover requirement asked is very high, this being consultancy assignment of feasibility study which relatively is on higher side. We request to kindly consider instead the Average Turnover of last 3 years for INR 300 Crore,	RFP Condition Prevails.



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27	<b>Page No. 27, Clause No. 4.1. Point No. 3</b>	This clause seems little bit of restrictive in nature and avoid getting the opportunity for international experience and technical advancements in airport sector infrastructural development we therefore request this clause may kindly be deleted enabling the foreign companies who have rich experience in western markets and would like to provide their technical know-how in India by participating in such a type of project assignments.	RFP Condition Prevails.
28	<b>Page No. 27, Clause No. 4.1. Point No. 2</b>  The Bidder/Lead Member should have a minimum annual turnover of preferably INR 500 crores during each of the last three years ending on 31st March, 2024. The same shall be demonstrated by submitting audited financial statements for the last 3 years.	Requesting you to kindly allow the members of the JV cumulatively meet the referred financial criteria. In case member(s) does abide by a different fiscal period apart from the same, mentioned in the RFP we understand the same would be considered as eligible pertaining to Bid Evaluation Process. Kindly confirm.	RFP Condition Prevails.
29	<b>4.1. Criteria for Bid Evaluation;</b>	We understand a subsidiary of a foreign parent holding company can participate in this bid using the financial criteria of the said parent holding company and technical criteria of the foregoing holding company and its other subsidiaries. Kindly confirm.	RFP Condition Prevails.
30	<b>Page No. 27, Clause No. 4.1. Point No. 3</b> The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services in India, especially to government entities/departments. This must be demonstrated by providing project details and Work Orders of minimum 2 similar	We request you kindly consider the similar nature of the project executed in any geographical location as eligible against the stipulated criterion	RFP Condition Prevails.

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	aviation sector projects undertaken in last 5 years.		
31	<b>Page No. 27, Clause No. 5.10. Conflict of Interest;</b>	We understand that a bidder, successfully awarded with the subject project can participate in the bids for subsequent stage(s) of development of subject green field development. Kindly confirm.	RFP Condition Prevails.
32	<b>Page No. 11, Obtaining statutory clearances</b>	We understand consultant's scope shall be limited to provide all the necessary support to obtain statutory clearances. However, obtaining the necessary statutory approval would be beyond the scope of the consultant. Kindly confirm.	RFP Condition Prevails.
33	<b>Page No. 30, Clause No. 5.1.9. Limitation of Liability</b>	<p>Consultant cannot be held responsible for consequential losses/ liabilities. Therefore, we request the Clause 5.1.9. Limitation of Liability be amended as is given below:</p> <p>The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.</p> <p>Further, the Consultant shall not be liable to the Client for any indirect or consequential loss or damage.</p>	RFP Condition Prevails.

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34	<b>Page No. 30. Clause 5.2.6 Termination</b>	<p>As per Clause 5.2.6, either Party can terminate the Agreement with immediate effect, if services are not rendered as per applicable laws or professional obligations.</p> <p>However, Clause 5.2.6 does not provide Payment for Services rendered prior to effective date of termination.</p> <p>Therefore, we request the clause to be amended as follows:</p> <p>5.2.6. Termination</p> <p>Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.</p> <p>However, the Client shall make the payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.</p>	Read the clause @ 5.2.6.3
35	<b>Page No. 32 Clause No. 5.3.3. Documents prepared by the Consultant to be the property of the Authority;</b>	<p>We request the clause be amended as follows:</p> <p>Amended Clause 5.3.3. a) Documents prepared by the Consultant to be the property of the Authority:</p> <p>a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof, subject to the payment of the complete Fee by the Client to the Consultant under this Contract.</p>	RFP Condition Prevails.

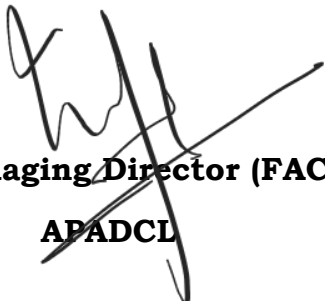
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36	<p><b>Page No. 33, Clause No. 5.5.1. Penalty on delay:</b></p>	<p>It is requested to limit the Penalty for delay as not exceeding 5% of the total fees paid to the Consultant under this Contract, which is benchmark on industry standards. We propose the Clause be amended as below:5.5.1. Penalty on delay:a) If the deliverables are not submitted as per timelines given in Letter of Award, the Consultant shall be liable to pay 0.25% of the total cost of the services for delay of each week or part thereof and subject to a maximum of 5% of the Fee paid to the Consultant under this Contract, only on account of delay attributable tothe consultant.b) If the deliverables are not acceptable to the Employer as mentioned in Letter of Award, for reasons of delay which are solelyIt is requested to limit the Penalty for delay as not exceeding 5% of the totalfees paid to the Consultant under this Contract, which is benchmark on industry standards.We propose the Clause be amended as below:5.5.1. Penalty on delay:a) If the deliverables are not submitted as per timelines given in Letter of Award, the Consultant shall be liable to pay 0.25% of the total cost of the services for delay of each week or part thereof and subject to a maximum of 5% of the Fee paid to the Consultant under this Contract, only on account of delay attributable tothe consultant.b) If the deliverables are not acceptable to the Employer as mentioned in Letter of Award, for reasons of delay which are solely attributable to the fault of the Consultant, and defects are not rectified to the satisfaction of the "Employer" within 30 days of the receipt of the notice, the "Consultant" shall be liable for Liquidated Damages for an amount equal to 0.25% of total cost of the services for every week or part thereof and subject to a maximum of 5% of the Fee paid to the Consultant under this Contract, for the delay and the delay is only attributable to the consultant's fault.</p>	<p>RFP Condition Prevails.</p>

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37	<b>Page No. 33, Clause No. 5.5. Payments to the Consultant;</b>	Payment Schedule is currently given under TOR only. The same may please be included in the Contract as per the provisions, depicted.	Payment schedule will be included in the contract
38	<b>Page No. 34, Clause No. 5.7. Settlement of Disputes;</b>	Kindly confirm the followings. (i) Venue and Seat of Arbitration proceedings. (ii) Cost of arbitration proceedings to be shared in accordance with the provisions of Arbitration and Conciliation Act, 1996.	i) 5.7.8 Read as - The Parties agree that the High Court of Andhra Pradesh at Amaravati shall alone have Jurisdiction.  ii) In case of such failure, the dispute shall be settled by arbitration. The arbitration shall be conducted by three arbitrators. Parties will appoint one arbitrator each and the two party appointed arbitrators shall appoint the third arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 (India) shall apply to such arbitration
39	<b>Page No. 36, Clause No. 5.11. Determination or recession of Agreement</b>	Requesting amendment to the Clause as given below: 5.11.4. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers: a. To determine or rescind the agreement b. To engage another consultant to carry out the balance work	RFP Condition Prevails.

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40		We request to add a Clause on "Access to Project Site" in the Contract. Access to Project Site the Employer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site, or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.	This will be discussed at the time of signing of Agreement.
41		We request to add a Clause on "Interest on Delayed Payments" as given below under the Contract. Interest on Delayed Payments Interest at the rate 9% per annum shall become payable as from the due date on any amount due by but not paid on such due date by the Client to the Consultant.	Not considered
42	<b>Page No. 27, Clause No. 4.1. Point No. 2</b>  The Bidder/Lead Member should have a minimum annual turnover of preferably INR 500 crores during each of the last three years ending on 31st March, 2024. The same shall be demonstrated by submitting audited financial statements for the last 3 years.	The eligibility criteria of the Annual Turnover of INR 500 Cr is onerous for bidders and should be revised downwards. The GEM portal recommends that the minimum annual turnover must be 30% of the expected project value ( <a href="https://gem.gov.in/news/view_news/243">https://gem.gov.in/news/view_news/243</a> ).	RFP Condition Prevails.

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43	<b>Page No. 8, Clause No. 2.1.1.</b>	We understand that the consultant will only provide indicative inputs around the project structuring and the private partner selection criteria which may or may not be adopted by the authority while publishing the RFP. Hence, the consultant will only provide inputs, but will neither be involved in crafting the private partner selection process nor be involved in bid support for the same. We request the authority to confirm this understanding.	RFP Condition Prevails.
44	<b>Page No. 35, Clause 5.10: Conflict of Interest, Point: a.</b> Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.	We understand that the consultant will not be disqualified from advising any potential bidder as a bid advisor since they will not be involved in formulating the selection criteria or in the selection process. Request the authority to confirm this understanding.	RFP Condition Prevails.

  
**Managing Director (FAC)**  
**APADCL**