

Reply to Bid Queries

Notice Inviting Tender (NIT) for selection of Financial Consultant for Preparation of Master Plan for Land Monetization, Review of Aeronautical & Non-Aeronautical Revenue streams, Development of Optimum Business Models, Preparation of Business Plan, Locating Investors for Proposed Development of Aeronautical and Non-Aeronautical activities, etc. of Kannur International Airport)

Table of Queries

Ref NO. KIAL/CFO/01/2019

S. No.	RFP/ Corrigendum document Reference (Clause/Page)	Content requiring clarifications	Points of clarification required	KIAL Response
	RFP Page 8 – Objective of engaging the independent consultant - Clause 27 Reply to Pre Bid Queries dated 15 Feb 2019 Page 18 – Point 49	The airport is being developed in an area of 2300 acres of which 1265 acres is identified for Phase-1 of the project. KIAL desires to monetize approximately 1000 acres of land for commercially viable projects for generation of non-aero revenues. We request KIAL to please provide an indicative range of the land parcel available for development of real estate development – 1600 acres	a. Please clarify the extent of land which will be available for real estate development. b. Please indicate the status of existing development in the land as the same will be critical to establish readiness for development	a. 1600 Acres approx. b. Existing land is available without any development
	RFP Page 9 – Tender document Fees - Clause 4.1	Tender document may be purchased from the office of Kannur International Airport Limited from 09:30 am to 06:00 pm, for a non-refundable fee of Rs. 2,00,000/-	Due to non-availability of a branch of our banking partners at Mattanur, we request you to accept tender fee payment through a demand draft payable at Kochi	Tender Fee can be paid through a bank transfer to our following bank account and a proof of

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		(Rupees Two Lakh only) in the form of Demand Draft/bank transfer from a Nationalized/Schedule Bank in India drawn in favour of Kannur International Airport Limited payable at Mattanur		transfer may please be attached with the bid document. Account Name: Kannur International Airport Limited Bank Name: The South Indian Bank, Mattanur Account No. 0782073000000001 RTGS / IFSC CODE : SIBL0000782
	RFP Page 9 – Earnest Money Deposit - Clause 5.1	An Earnest Money Deposit (EMD) of Rs. 75,00,000/- (Rupees Seventy Five Lakh only). 50% (Fifty Percent) of the EMD shall be paid in the form of Demand Draft/bank transfer from a Nationalized/Scheduled Bank in India in favour of "Kannur International Airport Limited" payable at Mattanur and balance in the form of a bank guarantee from a Nationalized/Scheduled Bank in India valid for 180 days from bid submission date must be submitted	Due to non-availability of a branch of our banking partners at Mattanur, we request you to accept the earnest money deposit payments through a demand draft and bank guarantee payable at Kochi	Accepted for BG. The bidder is requested to make a bank transfer to our bank account for 50% of the EMD instead of a demand draft. Bank Account details are given above

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		along with the proposal.		
4.	RFP Page 11 – Evaluation Criteria - Clause 10.5	Bidder has to submit the documentary evidence in proof of the credentials. To demonstrate technical competence the bidders will need to furnish details of assignments, number of similar assignments undertaken and completed in the past, client certificates, contract copies and undertakings, as necessary for demonstrating successful completion of such assignments,	<p>Many completed assignments may not have completion certificates issued by the clients. We request the authority to consider certifications from the Authorized Signatory or the Statutory Auditor regarding completion of assignments. These certifications can be accompanied with work order/ letter of award/ agreements, authorized signatory's undertaking etc. to serve as engagement proof</p> <p>This request is being made only for few assignments. Please allow.</p>	<p>Certification from Statutory Auditor regarding completion of assignment can be accepted for the few assignments.</p> <p>Authorized signatory certificate cannot be accepted.</p>
5.	RFP Page 12 – Making and submission of bids - Clause 11.1	All documents of the bid shall be signed by the Partner/ Director/ Authorized Person having valid authorization letter at the time of bid submission	Please confirm if a board resolution will be acceptable as a valid authorization proof	Board resolution accepted.

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	RFP Page 15 – Stages of payment of consultancy fee - Clause III and Clause IV	<p>Clause III. 50% of the consultancy fee shall be paid on completion of specific milestones</p> <p>Clause IV. 2 75% of the additional consultancy fee quoted for the extended period of 2 years shall be paid on completion of specific milestones</p>	<p>As transaction advisors, we will assist the authority in successful closure of a bid process. However, there are many other steps between successful evaluation of the bid and signing of LoA, which are not under the purview of the consultant.</p> <p>Hence, we request the authority to consider the following:</p> <p>a. With respect to clause III Point 2, we request the authority to link 25% of the payments to consider the following modifications</p> <table border="1" data-bbox="929 703 1821 1385"> <thead> <tr> <th data-bbox="929 703 1021 826">S. No</th> <th data-bbox="1021 703 1245 826">Milestone</th> <th data-bbox="1245 703 1469 826">Terms of payment</th> <th data-bbox="1469 703 1693 826">Fee payable (%)</th> <th data-bbox="1693 703 1821 826">Cumulative fee (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="929 826 1021 1145">1.</td> <td data-bbox="1021 826 1245 1145">Renegotiation of contracts and signing of new contracts with contractors/vendors/ service providers/ airlines</td> <td data-bbox="1245 826 1469 1145">On successful renegotiation of contract with the contractors – through verbal confirmation</td> <td data-bbox="1469 826 1693 1145">Pro rata among the existing contracts for a minimum of 15 contracts</td> <td data-bbox="1693 826 1821 1145">5%</td> </tr> <tr> <td data-bbox="929 1145 1021 1385">2.</td> <td data-bbox="1021 1145 1245 1385">Renegotiation of contracts and signing of new contracts with contractors/vendors/ service</td> <td data-bbox="1245 1145 1469 1385">On issue of Letter of Intent by KIAL to the contracting parties to execute the</td> <td data-bbox="1469 1145 1693 1385">Pro rata among the existing contracts for a minimum of 15 contracts</td> <td data-bbox="1693 1145 1821 1385">5%</td> </tr> </tbody> </table>	S. No	Milestone	Terms of payment	Fee payable (%)	Cumulative fee (%)	1.	Renegotiation of contracts and signing of new contracts with contractors/vendors/ service providers/ airlines	On successful renegotiation of contract with the contractors – through verbal confirmation	Pro rata among the existing contracts for a minimum of 15 contracts	5%	2.	Renegotiation of contracts and signing of new contracts with contractors/vendors/ service	On issue of Letter of Intent by KIAL to the contracting parties to execute the	Pro rata among the existing contracts for a minimum of 15 contracts	5%	Separately enclosed as Annexure A to this document for revised milestones and percentages
S. No	Milestone	Terms of payment	Fee payable (%)	Cumulative fee (%)															
1.	Renegotiation of contracts and signing of new contracts with contractors/vendors/ service providers/ airlines	On successful renegotiation of contract with the contractors – through verbal confirmation	Pro rata among the existing contracts for a minimum of 15 contracts	5%															
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				providers/ airlines	contract/s			
			3.	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On successful conclusion of bid process through receipt of one or more response for the tender	Pro rata on successful conclusion of bid process for a minimum of 15 contracts	25%	
			4.	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On issue of letter of intent by KIAL to the successful investor	Pro rata on issue of LoA to each successful investor subject to a minimum of 15 tender processes.	5%	
			5.	On successful	End of the 36 th		10%	

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			<table border="1" data-bbox="929 411 1821 584"> <tr> <td data-bbox="929 411 1021 528"></td> <td data-bbox="1021 411 1245 528">completion of contract tenure</td> <td data-bbox="1245 411 1469 528">month</td> <td data-bbox="1469 411 1693 528"></td> <td data-bbox="1693 411 1821 528"></td> <td data-bbox="1821 411 1933 528"></td> </tr> <tr> <td data-bbox="929 528 1021 584">6.</td> <td data-bbox="1021 528 1245 584">Total</td> <td data-bbox="1245 528 1469 584"></td> <td data-bbox="1469 528 1693 584"></td> <td data-bbox="1693 528 1821 584"></td> <td data-bbox="1821 528 1933 584">50%</td> </tr> </table> <p data-bbox="880 635 1800 730">b. With respect to clause III Point 1, we request the authority to to pay 50% of the additional consultancy fee on a paid pro-rata on a monthly basis in equal instalments over a period of 24 months</p> <p data-bbox="880 751 1800 815">c. With respect to clause III Point 2, we request the authority to consider the following modifications</p> <table border="1" data-bbox="929 831 1821 1377"> <thead> <tr> <th data-bbox="929 831 1021 948">S. No</th> <th data-bbox="1021 831 1245 948">Milestone</th> <th data-bbox="1245 831 1469 948">Terms of payment</th> <th data-bbox="1469 831 1693 948">Fee payable (%)</th> <th data-bbox="1693 831 1821 948">Cumulative fee (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="929 948 1021 1238">1.</td> <td data-bbox="1021 948 1245 1238">Negotiation and signing of new contracts with contractors/vendors/ service providers/ airlines</td> <td data-bbox="1245 948 1469 1238">On successful negotiation of contract with the contractors – through verbal confirmation</td> <td data-bbox="1469 948 1693 1238">Pro rata among the contracts for a minimum of 15 contracts</td> <td data-bbox="1693 948 1821 1238">10%</td> </tr> <tr> <td data-bbox="929 1238 1021 1377">2.</td> <td data-bbox="1021 1238 1245 1377">Negotiation and signing of new contracts with</td> <td data-bbox="1245 1238 1469 1377">On issue of Letter of Intent by KIAL to the</td> <td data-bbox="1469 1238 1693 1377">Pro rata among the contracts for a minimum of 15</td> <td data-bbox="1693 1238 1821 1377">5%</td> </tr> </tbody> </table>						completion of contract tenure	month				6.	Total				50%	S. No	Milestone	Terms of payment	Fee payable (%)	Cumulative fee (%)	1.	Negotiation and signing of new contracts with contractors/vendors/ service providers/ airlines	On successful negotiation of contract with the contractors – through verbal confirmation	Pro rata among the contracts for a minimum of 15 contracts	10%	2.	Negotiation and signing of new contracts with	On issue of Letter of Intent by KIAL to the	Pro rata among the contracts for a minimum of 15	5%	<p data-bbox="1843 592 2141 719">Querist confirmed that this with respect to Clause IV for Contract Extension.</p> <p data-bbox="1843 767 2141 895">Reply is given in Annexure A for revised milestone and percentages</p>
	completion of contract tenure	month																																	
6.	Total				50%																														
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				contractors/vendors/ service providers/ airlines	contracting parties to execute the contract/s	contracts		
			3.	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On successful conclusion of bid process through receipt of one or more response for the tender	Pro rata on successful conclusion of bid process for a minimum of 15 contracts	20%	
			4.	Identification of successful investors based on a competitive bidding process for each type of project recommended by the	On issue of letter of intent by KIAL to the successful investor	Pro rata on issue of LoA to each successful investor subject to a minimum of 15 tender processes.	5%	

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			<table border="1" data-bbox="929 411 1821 671"> <tr> <td data-bbox="929 411 1021 464"></td> <td data-bbox="1021 411 1245 464">consultant</td> <td data-bbox="1245 411 1469 464"></td> <td data-bbox="1469 411 1693 464"></td> <td data-bbox="1693 411 1821 464"></td> </tr> <tr> <td data-bbox="929 464 1021 616">5.</td> <td data-bbox="1021 464 1245 616">On successful completion of contract tenure</td> <td data-bbox="1245 464 1469 616">End of the 24th month</td> <td data-bbox="1469 464 1693 616"></td> <td data-bbox="1693 464 1821 616">10%</td> </tr> <tr> <td data-bbox="929 616 1021 671">6.</td> <td data-bbox="1021 616 1245 671">Total</td> <td data-bbox="1245 616 1469 671"></td> <td data-bbox="1469 616 1693 671"></td> <td data-bbox="1693 616 1821 671">50%</td> </tr> </table> <p data-bbox="882 719 1798 820">There might be many conditions, which may lead to failure of renegotiations/ negotiations/ tendering of bids which are not in control of the consultant. Hence, we also request the authority to consider the following:</p> <p data-bbox="882 858 1798 959">The consultant should not be held responsible and hence the concerned success fee would not be withheld for the following (the list is indicative and non-exhaustive):</p> <ul data-bbox="913 967 1821 1378" style="list-style-type: none"> • Cancellation of bid process by the Authority/ any other departments of the state/ central government • Delay in issue of LoA by the Authority due to reasons not attributable to the consultant • Impossibility of renegotiation of contracts due to any existing restrictive clauses in the contracts • Cancellation of renegotiation by the Authority/ any other departments of the state/ central government • Delay in renegotiation by the Authority due to reasons not attributable to the consultant 		consultant				5.	On successful completion of contract tenure	End of the 24 th month		10%	6.	Total			50%	<p data-bbox="1843 485 2130 517">The following is agreed:</p> <ul data-bbox="1827 560 2141 858" style="list-style-type: none"> • The list cannot be non-exhaustive and the list is list cited by the querist is acceptable except for "Impossibility of renegotiation of contracts due to any existing restrictive clauses in the contracts". <p data-bbox="1827 938 2141 1002">Cure period of 6 Months can be allowed.</p>
	consultant																		
5.	On successful completion of contract tenure	End of the 24 th month		10%															
6.	Total			50%															

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			<ul style="list-style-type: none"> • Cancellation of contracts by the Authority or the contractors due to reasons not attributable to the consultant • Delay in signing of renegotiated contracts due to reasons not attributable to the consultant <p>We request the authority to include a cure period for the aforementioned situations post which the consultant will be eligible for payments.</p>	
	RFP Page 17 – Documents prepared by the consultant to be property of the “Authority” - Clause 18	18.1 All plans, reports, other documents and software prepared, if any, by the Consultant for the “Authority” under this Contract shall become and remain the property of the “Authority”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Authority”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the	<p>a. We request the authority to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, the same cannot be kept confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, the consultant cannot be obliged to keep the same confidential. We request inclusion of following clause:</p> <p>“Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the</p>	Clause 18.1 of RFP deals with plan, reports, other documents, software prepared, if any, by the Consultant for the Authority under the Contract. Only such plan, reports, other documents, software prepared will become the property of KIAL. The Consultant is required to deliver such documents, plan. etc to

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		<p>Authority and the Authority reserves right to grant or deny any such request.</p> <p>18.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Authority's" prior written approval to such agreements, and the "Authority" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	<p>(Indian) Right to Information Act."</p> <p>b. Authority is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p> <p>c. We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p> <p>d. There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the</p>	<p>authority on termination or otherwise on expiration of contract. These reports and other documents are prepared exclusively for Authority and the Consultant is not expected to share such reports, etc. with any third party without the permission from Authority. This is nothing connected with confidential information which would come entirely in a different context.</p> <p>Hence, no change in that tender conditions.</p>

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			<p>below clause. This is also the standard mentioned by Meity in its guidelines. Client is therefore requested to kindly include the following clause:</p> <p>“Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.”</p>	
3.	RFP Page 17 – Facilities to be made available to consultants - Clause 19.1	Kannur Airport will not provide office accommodation or any other facilities to the Consultants. Consultants shall make their own arrangements and cost for the same shall be deemed to be included in their offer.	We understand the team members are not required to be permanently based out of Kannur for the project duration of 3-5 years. However, the named experts and the support staff would be available at the project location for stakeholder consultations/ meetings with client as and when required. Please confirm the same.	At least one person should be stationed at Kannur Airport, Mattannur
9.	RFP Page 19 – Disputes - Clause 22	22.1 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other	a. We request authority to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and Meity guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:	No change in tender conditions

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		<p>with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.</p> <p>22.2 For any dispute arising out of this Agreement / Contract, only the Courts in Thiruvananthapuram / Kannur shall have jurisdiction to entertain such a dispute. Arbitration clause is not applicable.</p>	<p>"In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."</p> <p>b. In order to uphold the principles of natural justice (Nemo iudex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.</p>	
0.	RFP Page 27 – Annexure IA – Detailed Scope of Services – Clause 3 Preparation of Revised Business Plan, Economic Impact Analysis Report, Real Estate Master Plan and Implementation Strategy	Preparation of Revised Business Plan, Economic Impact Analysis Report, Real Estate Master Plan and Implementation Strategy	<p>We believe that as per the existing Business/ Master Plans the Authority already has clear demarcation and allocation of land (inside the airport) for non-aeronautical activities (primarily concessions) and the same information shall be shared with the Consultants for this engagement.</p> <p>Please confirm.</p>	<p>We do not have any clear demarcation and allocation of land (inside the airport) for non-aero activities.</p> <p>However we have tentative plans, which can be shared with the Consultant.</p>

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	Estate Master Plan and Implementati on Strategy			
1.	RFP Page 27 – Annexure IA – Detailed Scope of Services – Clause 3 Preparation of revised Business Plan and action plan	1C Review of current business practices and recommendation on better business practices with a view to bring in more revenue and to rationalize financial expenditure.	Please suggest if the Consultant is expected to undertake department wise study of Kannur airport as part of this scope item.	YES
2.	RFP Page 27 – Annexure IA – Detailed Scope of Services – Clause 3 Preparation of Master Plan towards land monetization		<p>Successful marketability of the real estate development area will be highly dependent on detailed overall planning of the area. Currently, the scope does not include detailed planning and engineering components.</p> <p>Please clarify if the authority is planning to appoint separate technical consultants to work on the aforementioned.</p> <p>In case, we are expected to undertake the planning and engineering works, please clarify if the following will be a part of our scope. The list is indicative. Authority is requested to provide a detailed scope:</p> <p>a. Topographical survey of the area available for real estate development</p>	Detailed planning and engineering component will be undertaken by the investor who is setting up his/her establishment in the land identified by the consultant for a particular activity recommended by them. As such a detailed scope

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			<p>b. Geotechnical survey of the area available for real estate development</p> <p>c. Multiple conceptual master plans including the following (the list is indicative):</p> <ul style="list-style-type: none"> • Work out built up area, land use mix and population expected • Layout of buildings within the site • Plans for segregation of airport activities and commercial/residential development • The mobility / transportation network indicating proposals for additional roads (if any), pedestrian movement through site and connection with existing trunk infrastructure, parking requirements etc. • Conceptual plans for the public realm and landscape within the site • The infrastructure plan indicating utilities demand • Green Building Features: Evaluate the inclusion in the conceptual designs of green / eco-friendly building features such as solar power generation, maximising natural light and ventilation, green roof, rain water harvesting etc. • Block estimate for all options • Financial analysis including estimation of revenue and IRR for all options • 3D walkthrough for all options <p>d. Detailed master plan for selected option (the list is indicative):</p> <ul style="list-style-type: none"> • Detailed building design guidelines which shall include massing guideline • es, height, façade treatment. • Conceptual designs for the buildings with adequate detail for preparing block cost estimates and from which detailed 	<p>as required by the bidder is not required. The bidder is required to take into account the available land parcels, the activities required to commercially exploit these land parcels and attract investors to invest in those activities.</p>

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			<p>architectural and engineering drawings can be prepared.</p> <ul style="list-style-type: none"> • Conceptual designs for the public realm and landscaping with adequate detail for preparing block cost estimates and from which detailed landscape and engineering drawings can be prepared. • Detailed guidelines for pedestrian and vehicular access and mobility within the site <p>e. Architectural, engineering and landscape drawings for individual project components</p>	
3.	RFP Page 33 – Annexure IA – Detailed Scope of Services – Clause 5 On-going assistance in implementation of recommended initiatives	Prepare NITs and invite tenders for each of the business models developed for land monetization plans, invite tenders, carry out bid evaluation and finalize tenders including preparation and signing of agreements.	Please clarify if the consultant is expected to undertake bid process management for all types of development that is PPP/EPC/Lease.	Yes
4.	RFP Page 34 – Annexure IB – Bidder's Eligibility and Evaluation Criteria –	Bidder shall be a Government Organization/PSU/PSE/ Partnership firm / LLP or a Limited company under Indian Laws. (Joint Ventures, consortiums, Association of persons etc. would not be accepted). Documentary proof of	In case the consultant is expected to provide planning and engineering services, the nature of services will be extremely varied and beyond the purview of individual firms. In such a case, we request the Authority to allow consortiums instead of sub-consulting. This will help us in bringing the best of the firms on board.	No change in conditions. Please see remarks above

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	Clause A	constitution of the bidder shall be submitted along with the bid.		
5.	RFP Page 34 – Annexure IB – Bidder's Eligibility and Evaluation Criteria – Clause C Technical Criteria Clause D Evaluation of Technical Capacity	For the purpose of evaluation of this NIT, all projects and experience claimed shall be undertaken within 7 years from the date of this NIT In the past 7 years prior to the date of this NIT	For the purpose of evaluation, the referred clause asks for Consultant's experience in past 7 years for all the categories. However, the point D. Evaluation of Technical Capacity (Annexure 1B), clearly specifies the categories for which the timeline of 7 years is applicable. Based on our pre-bid meeting and subsequent discussions, we understand that the Authority's intent is look at Consultant's experience in past 7 years only for select project categories as clearly laid down in point D. of the referred Annexure. In view of this, please confirm our understanding and accordingly, modify the language of point C. as follows: For the purpose of evaluation of this NIT, all projects and experience claimed shall be undertaken within 7 years from the date of this NIT. The consulting firm must fulfil all of the following technical criteria: In the past 7 years prior to the date of this NIT	Language of Annexure IB (C) is modified as suggested by the bidder follows: For the purpose of evaluation of this NIT, the consulting firm must fulfil all of the following technical criteria: The phrase "In the past 7 years prior to the date of this NIT" stands deleted.
6.	RFP Page 34 – Annexure IB – Bidder's Eligibility and Evaluation Criteria – Clause C	4. Bidder should have advised at least two airport operators on growth strategy and revenue enhancement initiatives.	On account of limited airport operators in India, with AAI being the operator for majority of airports in India, we understand that herein, the intent of Authority (for eligibility) is to ask Consultants to showcase at least 2 (two) assignments satisfying this criteria, not necessarily for two distinct airport operators. Please confirm	The intention is to ask the consultants to showcase two assignments but no in the same airport. It must be for two different airports.

S. No.	RFP/ Corrigendum document Reference (Clause/Page)	Content requiring clarifications	Points of clarification required	KIAL Response
	Technical Criteria		We also request you to reword this clause to include "growth strategy and revenue enhancement initiatives through land monetization" as currently the same is not evident.	No change since this include growth strategy revenue enhancement initiatives on aero activities also.
7.	RFP Page 35 – Annexure IB – Bidder's Eligibility and Evaluation Criteria – Clause D. Evaluation of Technical Capacity	A.4. Bidder should have advised at least 2 (two) airport operators on real estate development initiatives/transactions, growth strategy (including traffic growth) and revenue enhancement initiatives or cost optimization initiatives.	In line with our previous query, we request the Authority to change this clause from "advised at least two airport operators" to "advised at least two airports". Do we have growth strategy (including traffic growth) and revenue enhancement initiatives or cost optimization initiatives?	The intention is to ask the consultants to showcase two assignments but no in the same airport. It must be for two different airports. YES
8.	RFP Page 36 – Annexure IB – Bidder's Eligibility and Evaluation	B. Key Personnel	In case the consultant is expected to provide planning and engineering services, we request to authority to include the following positions: a. Urban Planner/ Designer b. Structural Engineer c. Transportation Engineer / planner	No change. Please see our comments given earlier against SL

S. No.	RFP/ Corrigendum document Reference (Clause/Page)	Content requiring clarifications	Points of clarification required	KIAL Response
	Criteria – Clause D. Evaluation of Technical Capacity			No.12
9.	RFP Page 36 – Annexure II – Undertaking for not having been blacklisted	We do hereby undertake that our firm or its partners or Directors and our Indian Associates have not been blacklisted or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any Global International body like World Bank/International Monetary Fund/World Health Organization etc. or any Indian State/Central Governments Departments or Public Sector undertaking of India	<p>We request you to accept the concerned undertaking in the format mentioned below:</p> <p>"The bidding entity for this engagement is _____. _____ is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory.</p> <p>I, _____, Partner of _____, do hereby declare to the best of our knowledge and information available with us as on [date] that we have not come across any written directive by any Global International body like World Bank/International Monetary Fund/World Health Organization etc. or any Indian State/Central Governments Departments or Public Sector undertaking of India blacklisting _____ against providing such professional services as mentioned in the tender."</p> <p>I, _____, Partner of _____, do hereby declare to the best of our knowledge and information available with us as on date, that other than certain litigations/arbitration against _____ which are not material in nature, there are no other litigations pending against _____. Further, there are no pending litigations/arbitration against _____ which if adversely determined, would impact the ability of _____ to provide services under the proposed tender.</p>	No change in conditions

S. No.	RFP/ Corrigendum document Reference (Clause/Page)	Content requiring clarifications	Points of clarification required	KIAL Response
20.		Third party disclaimer	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>It is for the Consultant to defend such claims at his own cost and Kannur Airport will not reimburse the consultant for any such claims.</p>
21.		Acceptance of deliverables	<p>As the project has multiple elements with dependence on each other, timely approval of deliverables will be of essence to initiate the subsequent activities on time. Hence, we request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time.</p> <p>You may consider including the below simple clause:</p> <p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	<p>Agreed</p>

S. No.	RFP/ Corrigendum document Reference (Clause/Page)	Content requiring clarifications	Points of clarification required	KIAL Response
22.	Corrigendum 4 Page 2 – Bid Submission Date	Bid submission date is extended to 8 March 2019	<p>Considering the nature and size of this opportunity, not many similar assignments have been undertaken in India by the consultants.</p> <p>Therefore, to better understand your requirements and present best team composition (along with suitable tie-ups) to successfully meet the assignment objectives, we would request the Authority give us at least 15 working days post response to all queries.</p> <p>This would help the Consultants to take into consideration recent clarifications, accordingly work on Technical and Financial bid and would provide sufficient time for submit well informed proposals</p>	Bid submission date is extended as per Corrigendum No.6
23		Technical evaluation of experience of Sub-Consultants	Project experience of the lead bidder along with that of the sub-consultant shall be deemed eligible for the technical evaluation. The key personnel wherever has been set out as "employee of the bidder" will be from CBRE"	Please see our clarification under SL No.15 with respect to bidders eligibility and evaluation criteria in the original set of responses to queries raised by the bidder. We had clarified that sub consultants can be part of the team provided the bidder meets other qualification criteria. Also Technical evaluation for project experience of sub-consultant shall be

S. No.	RFP/ Corrigendum document Reference (Clause/Page)	Content requiring clarifications	Points of clarification required	KIAL Response
				considered wherever the tender document permits to do so. The above clarification is self-explanatory.

S No	Clause No (RFP)/ Corrigendum Reference	Page No. in RFP	Clause Reference	Query / Suggestion	Rationale	Response
1	Corrigendum 4:		Format for submission	We request that the	KIAL would have a much better sense of the scope for the extended 24 month	

			of lump-sum financial proposal	financial proposal should be evaluated only for the 36 month contract period.	contract period after completion of current services. The tenure of the contract could be reduced or increased subject to assessment of activities completed in the first 36 month period. Consultants would be able to give a more competitive quote to KIAL after delivering the services for a 36 month period. Choice of consultants and other service providers can be restricted to successful performance and market feedback during the 36 month period.	The period of contract envisaged by Kannur Airport for this work is five years even though the work is segregated with some contracts materializing in 36 months and some during the extended period of 24 months. Hence we intend to evaluate the financial proposal in total.
2	Annexure 1A , 5 (ix) – Scope of Services: Ongoing Assistance		Assist in implementation of technology driven operational efficiency, revenue enhancement and cost optimization initiatives	We suggest that marks for CVs relevant to technology advisory services should be included.	Since this is a key part of the strategy and implementation scope requiring significant competencies, we request that the evaluation criteria and scoring should be modified to accommodate technology advisory experience (Please see below) B6: Technology Specialist : a) Minimum 15 years of work experience b) Should be on the payroll of the Bidder for a minimum of 1 year c) Should have advised at least two	Annexure 1B: D (B) Key Personnel is modified to include a Technology Specialist as follows: B.6 Technology Specialist a) Minimum 10 years of work experience b) Should be on the rolls of the bidder for a minimum of 1 year. c) Should have advised at least two airports as an IT/Technology Advisor in the last 7 years. d) Should have worked on business and technology transformation projects at least 2 brown field and green

				<p>airports as an IT/ Technology Advisor in the last 7 years</p> <p>d) Should have worked on business and technology transformation projects at least 2 brown field and green field airports.</p> <p>The scoring criteria for all key specialists maybe modified as below</p> <table border="1"> <thead> <tr> <th>B</th> <th></th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>B1</td> <td>Team Leader 8 or more projects: 9 marks</td> <td>9</td> </tr> <tr> <td>B2</td> <td>Airport Sector Expert</td> <td>5</td> </tr> <tr> <td>B3</td> <td>Finance Expert</td> <td>5</td> </tr> <tr> <td>B4</td> <td>Real Estate Expert</td> <td>4</td> </tr> <tr> <td>B5</td> <td>Real Estate Market Specialist</td> <td>4</td> </tr> <tr> <td>B6</td> <td>Technology Specialist</td> <td>3</td> </tr> <tr> <td>TOTAL</td> <td></td> <td>30</td> </tr> </tbody> </table>	B		Marks	B1	Team Leader 8 or more projects: 9 marks	9	B2	Airport Sector Expert	5	B3	Finance Expert	5	B4	Real Estate Expert	4	B5	Real Estate Market Specialist	4	B6	Technology Specialist	3	TOTAL		30	<p>field airports.</p> <p>The total scoring criteria for Key Personnel is modified as following</p> <table border="1"> <thead> <tr> <th>B</th> <th></th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>B1</td> <td>Team Leader 8 or more projects - 9 Marks 6-7 Projects - 7 Marks 4-5 projects - 5 Marks 3 Projects - 3 Marks</td> <td>9</td> </tr> <tr> <td>B2</td> <td>Airport Sector Expert 5 or more projects - 5 Marks. 4 projects - 4 Marks 3 Projects - 3 Marks</td> <td>5</td> </tr> <tr> <td>B3</td> <td>Finance Expert 5 or more projects - 5 Marks. 4 projects - 4 Marks 3 Projects - 3 Marks</td> <td>5</td> </tr> <tr> <td>B4</td> <td>Real Estate Expert</td> <td>5</td> </tr> <tr> <td>B5</td> <td>Real Estate Market Specialist</td> <td>4</td> </tr> </tbody> </table>	B		Marks	B1	Team Leader 8 or more projects - 9 Marks 6-7 Projects - 7 Marks 4-5 projects - 5 Marks 3 Projects - 3 Marks	9	B2	Airport Sector Expert 5 or more projects - 5 Marks. 4 projects - 4 Marks 3 Projects - 3 Marks	5	B3	Finance Expert 5 or more projects - 5 Marks. 4 projects - 4 Marks 3 Projects - 3 Marks	5	B4	Real Estate Expert	5	B5	Real Estate Market Specialist	4
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3	Annexure 1 A 5 (i) and 13 Scope of Services: Ongoing Assistance		Review of existing contracts and payment terms	We request that a long- list of all existing contracts that have been signed by KIAL and an illustrative set list new contracts proposed to be signed in the next 6- 12 months	This will help provide clarity / certainty on drafting and procurement assistance for new contracts and also help understand the effort for renegotiations of existing contracts better	<p>Details of Existing and New Contracts are given below. The list is indicative and not exhaustive.</p> <p>A) Commercial/Revenue Contracts (Awarded)</p> <ul style="list-style-type: none"> a) Food & Beverages b) Retail c) Baggage Wrapping/Meet & Greet/Paid Porter d) Prepaid Taxi e) Foreign Exchange Counter f) ATM Counters g) Line Maintenance h) Car Parking i) Lounges j) Ground Handling (Two) k) Providing CUPPS/CUSS/BRS System l) Inflight Catering Service <p>B) Construction/Other Contracts (Awarded)</p> <ul style="list-style-type: none"> a) EPC-1 Contract for Runway, Apron and Airside Work b) Contract for construction of PTB, ATC Tower and city side work c) SITC of Baggage Handling System d) SITC of Passenger Boarding Work e) SITC of Elevators f) SITC of Escalators g) SITC of X – Ray Machines h) SITC of DFMD/HHMD 			

						<ul style="list-style-type: none"> i) SITC of TETRA j) Procurement of Passenger Furniture k) Procurement of other furniture l) Procurement of Passenger Trolleys m) SITC of ACFTS n) SITC of Inline Baggage Screening System o) Insurance Contracts p) Term Loan Agreements q) Fuel Farm Joint Venture r) Consultancy Contract -AECOM s) Consultancy Contracts – KITCO t) Expenditure Contracts: <ul style="list-style-type: none"> i) Housekeeping –Interior ii) Housekeeping – Exterior & Toilets iii) Security Services iv) Hiring of Vehicles u) Provision of ANS/CNS with AAI v) MoU with MET Dept. w) Trolley Retrieval x) Interior Design, mural arts, etc. y) SITC of 600 TR Centrifugal Chiller z) ARMO Contract for 33 KV Main Receiving Station. aa) Construction of Office Block, Cargo complex, CISF Barracks bb) SITC of 2000 KVA 11 KV DG 2000 KVA Indoor Package Substation cc) SITC of ETD dd) SITC of Internal Way Finding and LED Fascia signage ee) Terminal Building Facelift contract
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					<p>C) Commercial/other contracts either in tendering stage or yet to be finalized.</p> <ul style="list-style-type: none"> a) Airport Entry Ticket b) Provision of Wifi Services c) Duty Free Shops d) 5 Star Hotels e) Day Hotel f) Budget Hotels g) Convention Centre h) Online Taxi Service i) Advertisement j) Information Technology Software solutions for the Airport. k) Staff Canteen l) ISO certification m) ASQ Contract n) Airlines
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1. Clause 13 (III) – 50% of the consultancy fee shall be paid on completion of specific milestones is modified as below:

S. No.	Milestone	Terms of Payment	Fee Payable (%)	Cumulative Fee (%)
1.	Renegotiation of contracts and signing of new contracts with contractors/vendors/ service providers/ airlines	On successful renegotiation of contract with the contractors – through verbal confirmation and signing of a record of discussions/minutes with the contractors/vendors/ service providers/ airlines	Pro rata among the existing contracts for a minimum of 15 contracts	5%
2.	Renegotiation of contracts and signing of new contracts with contractors/vendors/ service providers/ airlines	On issue of Letter of Intent by KIAL to the contracting parties to execute the contract/s	Pro rata among the existing contracts for a minimum of 15 contracts	5%
3.	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On successful conclusion of bid process through receipt of one or more response for the tender	Pro rata on successful conclusion of bid process for a minimum of 15 contracts	5%
4.	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On issue of letter of intent by KIAL to the successful investor	Pro rata on issue of LoA to each successful investor subject to a minimum of 15 tender processes.	30%
5.	On successful completion of contract tenure	End of the 36 th month		5%
6.	Total			50%

2. Clause 13 (IV) (1) and (2) is modified as below:

1. 35% of the additional consultancy fee quoted for the extended period of 2 years (24 months) shall be paid pro-rata on a monthly basis in equal instalments over a period of 24 months.

2. 65% of the additional consultancy fee quoted for the extended period of 2 years shall be paid on completion of specific milestones as set out below:

SL No	Milestone	Terms of Payment	Fee Payable (in %)	Cumulative Fee (%)
1	Negotiation and signing of new contracts with contractors/vendors/ service providers/ airlines	On successful renegotiation of contract with the contractors – through verbal confirmation and signing of a record of discussions/minutes with the contractors/vendors/ service providers/ airlines	Pro rata among the existing contracts for a minimum of 15 contracts	5%
2	Negotiation and signing of new contracts with contractors/vendors/ service providers/ airlines	On issue of Letter of Intent by KIAL to the contracting parties to execute the contract/s	Pro rata among the existing contracts for a minimum of 15 contracts	10%
3	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On successful conclusion of bid process through receipt of one or more response for the tender	Pro rata among the existing contracts for a minimum of 15 contracts	5%
4	Identification of successful investors based on a competitive bidding process for	On issue of letter of intent by KIAL to the successful investors	Pro rata on issue of LoA to each successful investors subject to a minimum of 15 tender processes.	35%

	each type of project recommended by the consultant			
3	On successful completion of contract tenure	End of 24 th month		10%
4	TOTAL			65%