

## RFP for Appointment of Consultant for conducting a Business Feasibility Study of Seaplane Services in India

### Replies to Pre-Proposal Meeting Queries

The replies to queries raised by the Applicants at the Pre-Proposal Meeting held on 19<sup>th</sup> January 2022 are provided as below. Applicant are requested to refer the Replies and corrigendum in details before submitting their Applications.

#	Clause No., Page no	Existing Clause	Queries	Replies
1.	Clause No-2.6.2, Page No-13	consortium is not allowed	Request you to kindly consider joint (a) venture/consortium/association for this invitation	Provisions of the RFP Document hold good
2.	Clause No - 2.9, Page No - 21	Eligible Assignments and Minimum Eligibility Criteria	As this is a consultancy project which is exploring investment opportunities in the areas of Port Connectivity and the eligible assignments include Techno-Economic Feasibility Report/Detailed Project Reports, we request you to kindly consider Techno-Economic Feasibility Report/Detailed Project Reports of Mass rapid transit System and other related transportation projects which explores opportunities in the areas of connectivity.	Provisions of the RFP Document hold good
3.	2.5 Bid Security 2.5.1; Page 13	A bid Security to be paid through NEFT from a Scheduled Bank in favour of Sagarmala Development Company Ltd for the sum as specified in the Data Sheet shall be required to be submitted by each Applicant ("Bid Security"). Proposal received without the specified Bid Security will be summarily rejected.	Request for Waiver from Security Deposit Amount for MSMEs in compliance with S.O. 581(E) published under Gazette of India as "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" – Kindly refer Clause 10 which – guides the public procurement process to provide tender sets at free of cost to registered MSMEs and exempts them from payment of earnest money deposits (EMDs) to registered MSMEs. Further, Rule 170 (i) of GFR 2017 was amended on 25th July 2017 allowing all Star Ups as recognized by DIPP to be exempted from submission of Earnest Money Deposit / Bid Security in public procurement tenders.	Waiver from Bid Security and/or RFP processing fee for MSMEs will be given if documentary proof of relevant Government order and supporting documents are submitted by the Applicant.

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			<p><b>Suggestion:</b></p> <p>We are MSME Registered “Micro Enterprise”, having registration number TN02D0156946 (Certificate attached with the mail)</p> <p>Further, we are registered Start-up with Certificate No.: DIPP37329.</p> <p>Considering the above, we would request waiver of Bid Security Amount for us under both MSME Act and GFR 2017.</p>	
4.	2.7.3 (5) Requirement of Key Personnel; Page 16	<p><b>Team Leader:</b></p> <p>At least 15 years of experience in Government consulting and should have led teams in at least one (1) assignment involving feasibility studies, demand assessment and project structuring in sector covered in eligible assignments.</p>	<p>Sea Plane services is a new sector especially in India. Considering the sector specific constraints; it is important that the number of eligible assignments is given priority rather than the number of years of experience.</p> <p>We would request the relaxation of ‘at least 15 years of experience in Government consulting’ and increase the number of ‘assignment involving feasibility studies, demand assessment and project structuring in sector covered in eligible assignments’.</p> <p>Hence, we request that the number of years of experience of the key personnel to be reduced to ten (10) years and the number of eligible assignments to be increased to three (3).</p> <p><b>Suggestion:</b></p> <p>We request that the text may be altered to “At least 10 years of experience in Government consulting and should have led teams in at least three (3) assignment involving feasibility studies, demand assessment and project structuring in</p>	Provisions of the RFP Document hold good

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			sector covered in eligible assignments with at least one (1) assignment pertaining to Seaplane Services in India.”	
5.	2.7.3 (5) Requirement of Key Personnel; Page 16	Aviation Expert: i. Pilot with Commercial License  ii. At least 20 years of experience, of which five years of experience in flying seaplane  Or At least 5000 flying hours, of which 1000 flying hours in flying seaplane	Sea Plane services is a new sector especially in India. Considering the sector specific constraints; it is important that the number of eligible assignments is given priority rather than the number of years of experience. Furthermore, the scope of the project is not only about techno-feasibility, but techno-economic feasibility. Hence, it is strongly recommended that the expert better suited than a Pilot with Commercial License would be any Key Personnel / Advisor from the Upper Management of current Seaplane operators in the Aviation/Airline Industry who can also bring in the relevant experience of scheduling the aircraft operations, knowledge of MRO and coordinating with relevant Government Authorities.  In addition, the scope also has multiple interactions and coordination required with various key stakeholders such as DGCA and its various departments (Directorate of Safety, Directorate of Airworthiness and Directorate of Aircraft Engineering) considering the single engine aircrafts. It may be kindly noted that DGCA does not entertain all consultants readily due to various due and very much required processes in place and hence at least one team member should have experience of prior coordination with the DGCA.  We would request the amendment in the said clause ‘Pilot with Commercial License’ and ‘at	Said clause is modified as below:  Aviation Expert: i. Pilot with Commercial License  ii. At least 20 years of experience, of which five years of experience in flying seaplane  Or At least <b>3000</b> flying hours, of which <b>500</b> flying hours in flying seaplane

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			<p>least 20 years of experience, of which five years of experience in flying seaplane’.</p> <p>(Our team has prior experience working in Aviation Sector and we carry rich on-ground geographical experience across sectors and in coordination with DGCA.)</p> <p><b>Suggestion:</b></p> <p>We request that the text be altered to “</p> <p>i. Upper management role (at least for 8 years or in overseeing over 5,000 seaplane operations) in Aviation/Airline Industry</p> <p>OR</p> <p>ii. Advisor with experience of obtaining approvals from DGCA and other relevant Government Authorities</p> <p>OR</p> <p>iii. Pilot with Commercial License\</p> <p><b>OR</b></p> <p>i. Upper management role (at least for 8 years or in overseeing over 5,000 seaplane operations) in Aviation/Airline Industry</p> <p>OR</p> <p>ii. with experience in obtaining approvals from DGCA and other relevant Government Authorities</p> <p>OR</p> <p>iii. At least 10 years of experience, of which three years of experience in flying seaplane</p> <p>OR</p> <p>iv. At least 5000 flying hours, of which 1000 flying hours in flying seaplane”</p>	

#	Clause No., Page no	Existing Clause	Queries	Replies
6.	2.7.3 (5) Requirement of Key Personnel; Page 16	Industry Expert cum Market Economics At least 10 years of experience in Government consulting and should have experience in Industry analysis and demand assessment in at least one (1) assignments covered in Eligible Assignment.	<p>We would request the relaxation of ‘at least 10 years of experience in Government consulting’ and increase the number of ‘assignment covered in eligible assignments’.</p> <p>Considering the sector specific constraints, it is important that the number of eligible assignments is given priority rather than the number of years of experience.</p> <p>Hence the number of years of experience of the key personnel to be reduced to ten (10) years and the number of eligible assignments to be increased to three (3).</p> <p>(Our team has prior experience working in Aviation Sector and we carry rich on-ground geographical experience across sectors.)</p> <p><b>Suggestion:</b></p> <p>We request that the text be altered to “At least 8 years of experience in Government consulting and should have experience in Industry analysis and demand assessment in at least three (3) assignments covered in Eligible Assignment.”</p>	Provisions of the RFP Document hold good
7.	2.7.3 (5) Requirement of Key Personnel; Page 16	Financial Analyst At least 10 years of experience in project structuring, Financial and Economic Analysis of Projects in sector covered in Eligible Assignments	<p>We would request the relaxation of ‘at least 10 years of experience in project structuring, Financial and Economic Analysis of Projects’; so as to aid start-ups and make the process more competitive.</p> <p>(Our team has prior experience working in Aviation Sector and we carry rich on-ground geographical experience across sectors.)</p>	Provisions of the RFP Document hold good

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			<p><b>Suggestion:</b></p> <p>We request that the text be altered to “At least 8 years of experience in project structuring, Financial and Economic Analysis of Projects in sector covered in Eligible Assignments.”</p>	
8.	2.9.1 (1) Eligible Assignments	Preparation of Techno-Economic Feasibility Report /Detailed Project Report for Projects involving Aircraft Operations	<p>We would request the alteration in the clause “Preparation of Techno-Economic Feasibility Report /Detailed Project Report for Projects involving Aircraft Operations”; so as to allow Organisations with suitable technical experience to participate and the make the process more competitive.</p> <p>(We are currently advising the Karnataka Maritime Board for Strategic Development, Operationalization, and PMU Support; wherein, we have been a part of preparation and submission of more than 10 DPRs/DFRs and multiple DPRs on “Feasibility Study for Seaplane Services in Lakshadweep” and “Feasibility Study for Seaplane Services in Karnataka” to the Government of India.</p> <p>In addition to this, we have worked on assignments that involve coordination with multiple top Airlines and IFE system providers.</p> <p>We are currently working on projects that requires regular interactions, coordination and approvals with DGCA and its various departments (Directorate of Safety, Directorate of Airworthiness and Directorate of Aircraft Engineering.))</p> <p><b>Suggestion:</b></p>	<p>Said Clause modified as below:</p> <p>Preparation of Techno-Economic Feasibility Report/Detailed Project Report/ <b>Business Planning Report / Market Entry Strategy Report</b> for Projects <del>involving</del> <b>in Aviation Sector Aircraft Operations</b></p>

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			<p>We request that the text be altered to “Preparation of Techno-Economic Feasibility Report /Detailed Project Report/ Market, Regulatory and Standard Operating Procedures (SOPs) Study for Projects involving Airline/Aircraft Operations AND At least one (1) assignment involving coordination with DGCA.</p>	
9.	2.9.3 Financial Capacity; Page 21	<p><b>Financial Capacity:-</b> The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.</p>	<p>Relaxation of minimum Annual Turnover Criteria so as to allow Organisations with suitable technical experience to participate and the make the process more competitive. (We are recognised as a Category ‘D’ (Micro) MSME (UAM No. – TN02D0156946) by the Ministry of Micro, Small, and Medium Enterprises (Certificate attached with the mail). Further, Rule 173 (i) has been incorporated in GFR 2017 which provides for relaxation of conditions of prior turnover and prior experience with respect for Startups. Our team has prior experience working in Aviation Sector and we carry rich on-ground geographical experience across sectors.)</p> <p><b>Suggestion:</b></p> <p>We request that the text be altered to “Financial Capacity:- The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.</p>	Refer Clause 2.9.4 (2) of RFP

#	Clause No., Page no	Existing Clause	Queries	Replies
			However, the Applicant recognised as MSMEs should have an average annual turnover of Rs. 50 Lakhs in the past three Financial Years.”	
10.	Clause 6.5.7 on Page 79	<p>Limitation of the Consultant’s Liability towards the Client</p> <p>a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants 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>b) This limitation of liability shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<ul style="list-style-type: none"> <li>• We understand that ‘gross negligence or willful misconduct’ on our part or on the part of any person/firm acting on our behalf has been carved out from liability cap. We request inclusion of ‘gross negligence or willful misconduct’ within the liability cap.</li> <li>• We request deletion of the following part of the liability clause: <del>“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.”</del></li> <li>• We request deletion of the following part of the liability clause: <del>“This limitation of liability shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”</del></li> <li>• Further, we understand that our liability is capped only with respect to any damage caused to Client’s property under this clause. We request modification to reflect that liability cap shall apply not only to any damage caused to Client’s property, but also for our performance under this RFP.</li> </ul>	Provisions of the RFP Document hold good
11.	Clause 2.6.3 on page 14	<b>2.6.3 Conflict of Interest</b>		Provisions of the RFP Document hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
	<p>Clause 6.5.2.3 on page 72</p> <p>Clause 6.5.2.4 on Page 72</p>	<p>Client requires that successful Applicant (Consultant) provides professional, objective and impartial advice... ...during the proposal evaluation process or termination of its contract during the execution of assignment.</p> <p><b>6.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities:</b> The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.</p> <p><b>6.5.2.4 Prohibition of Conflicting Activities:</b> Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and</p> <p>(b) after the termination of this Contact, such other activities as may be specified in the SC.</p>	<ul style="list-style-type: none"> <li>• We request SDCL to curtail the meaning of consultant to the engagement team only.</li> <li>• We also request SDCIL to curtail the meaning of 'Affiliates' to 'Affiliates in India' only.</li> </ul>	

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12.	Clause 2.7.3 (5) on page 16	<b>Requirement of Key Personnel:</b> <b>A team of minimum 4 members as per the following composition</b> <b>Minimum Qualification</b> <b>Team Leader</b>  <b>No Minimum Work Experience</b> <b>Graduation in Engineering + MBA/PGDBM</b>	We request SDCL for inclusion of word equivalent degree as mentioned in other key experts' requirement. In India, most of the colleges offer PGDM degree (equivalent to MBA).	Said Clause modified as below:  Team Leader: Graduation in Engineering + MBA/ PGDBM or its equivalent
13.	Clause 2.9.1 on page 21	For the purposes of determining conditions of eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments for the following categories shall be deemed as Eligible Assignments (the "Eligible Assignments"): (1) Preparation of Techno-Economic Feasibility Report/Detailed Project Report for Projects involving Aircraft Operations	We request SDCL to also include the following project types in list of eligible assignments a. Business planning report b. Market entry strategy report	Please refer reply given in Sr. No. 8 as above.
14.	Clause 5.3 (a) on page 58	To carry out study on Global Best Practices with operating structure, business plan and revenue model (i) Bring together various case studies as well as recommendations that can be considered as a strategy to leverage the UDAN scheme and make seaplane service in India more attractive to various interested parties and airline operators so as to increase their participation for jointly developing the service across various techno-	We request SDCL to please ascertain the total number of global benchmarking study required for this assignment.	The following benchmarks have already provided in the RFP (a) Operating Structure (b) Business Plan (c) Revenue Model However, Applicants are advised to add any other parameters which are relevant to satisfy the objective of this assignment.

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		commercially viable destinations in India. (ii) Undertake detailed analysis of business model of seaplane operations in Maldives (iii) To study various models of ownership of seaplane, leasing of seaplanes, operations, infrastructure creation by Government etc. and recommendations of the best practices which can be adopted in India.		
15.	Clause 5.3 (b) on page 59	To Study seaplane Market and interest of various stakeholders across national and international demography for its inducement: (i) Coordinate with various departments, states, hotel industries, resorts, international agencies, private bodies, and other relevant stakeholders for getting their inputs on their interest and willingness for participation in the seaplane initiative and recommend incentives to attract their attention. (ii) Identify potential sources of additional revenue for making seaplane viable to the operator and affordable to the users.	We request SDCL to clarify if stakeholder consultation is to be carried out for all 78 identified routes. We request SDCL to modify the scope to limit stakeholder consultation to only the routes shortlisted in 1st level of shortlisting.	The Consultant to undertake the stakeholder consultations to obtain the views in order fulfil the objectives as laid down in clause no. 5.3 (b) (i) and 5.3 (b) (ii)
16.	Clause 5.4 on page 60	<b>Deliverables</b> After conducting the feasibility study, following final deliverables shall be submitted: (1) Prepare draft...	We Request SDCL to include clause that states 'authority will provide comments on the draft reports within 15 days of submission'	Authority will try to provide comments on the draft reports of each deliverables within 15 days of submission but if there is any delay in the same, Authority will provide same no. of days as time extension to subsequent deliverables. Applicant

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		.... stakeholders and convert them into a standardized form.		may note that no additional cost will be given due to this delay.
17.	Page 16 Clause 2.7.3 (5)	<p><b>Position</b> - Aviation Expert</p> <p><b>Minimum Qualification</b> - Pilot with Commercial licence</p> <p><b>No.</b> - 1</p> <p><b>Minimum Experience</b> - At least 20 years of experience, of which five years of experience in flying seaplane</p> <p>Or</p> <p>At least 5000 flying hours, of which 1000 flying hours in flying seaplane</p>	<p>There are a very few pilots operating Seaplane in India and many of them are expats. As per the minimum experience mentioned in the RFP, finding such experts is extremely difficult and prohibitively expensive.</p> <p>Also, given the objective of SDCL, an expert having experience in airline industry would be more relevant.</p> <p><b>Suggestion:</b></p> <p>To ensure wider competition and to ensure the Authority is able to choose from a pool of reputed and renowned consultants we request the Authority to consider the experience of Aviation Expert as follows:</p> <p><b>Position</b> - Aviation Expert</p> <p><b>Minimum Qualification</b> - MBA/PGDM in relevant field</p> <p><b>No.</b> - 1</p> <p><b>Minimum Experience</b> - At least 15 years of experience in airline industry</p>	Please refer reply given in Sr. No. 5 as above.
18.	Page 19 Clause 2.8.1 (1) (b) (iv)	<p>Documentary evidence in support of Eligible Assignments as per Clause 2.9.4 of this ITA</p> <p>(A) Completion Certificate issued by the Client for the Assignment</p> <p>or</p> <p>(B) Applicant shall provide Work order or relevant extract of contract (covering but not limited to contract</p>	<p>In many instances, the clients either do not issue a completion certificate or have confidentiality clauses on sharing of work orders etc.</p> <p>In case of unavailability of work order or completion certificate as documentary evidence in support of Eligible Assignments, we request authority to allow accepting self-certification of the project work undertaken from the Authorised Signatory. It may be noted that, self-certification</p>	<p>Said Clause modified as below:</p> <p>Documentary evidence in support of Eligible Assignments as per Clause 2.9.4 of this ITA</p> <p>(A) Completion Certificate issued by the Client for the Assignment</p> <p>or</p>

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		value, duration, execution date etc.) along with Statutory Auditors/ Chartered Accountant certificate for receipt of full fee	has been a consistent provision in various tenders floated by AAI.	(B) Applicant shall provide Work order or relevant extract of contract (covering but not limited to contract value, duration, execution date etc.) along with Statutory Auditors/ Chartered Accountant certificate for receipt of full fee <b>Or</b> <b>Statutory Auditors/ Chartered Accountant certificate for execution of the work and receipt of full fee regarding the Eligible Assignment.</b>  Note: Certificate Form 3D is given in Corrigendum I.
19.	Page 21, Clause 2.9.1	For the purposes of determining conditions of eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments for the following categories shall be deemed as Eligible Assignments (the “Eligible Assignments”): (1) Preparation of Techno-Economic Feasibility Report/Detailed Project Report for Projects involving Aircraft Operations	Project involving aircraft operations is unclear and potentially restrictive. We request the Authority to include Projects involving “Aviation Sector” under Eligible Assignments.	Please refer reply given in Sr. No. 8 as above.
20.	Page 21, Clause 2.9.2	<b>Technical Capacity:</b> (1) The Applicants should have successfully completed atleast One (1) Eligible Assignments in the past 7 years prior to Proposal Due Date with a contract value not less than Rs. 40 lacs	Due to limited opportunities in past 2 years since the COVID outbreak and in order to showcase the best credentials, we request the Authority to consider eligible assignment in the <b>past 10 years</b> prior to the Proposal Due Date.	Provisions of the RFP Document hold good

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		<p>or</p> <p>(2) Two (2) Eligible Assignments in the past 7 years prior to Proposal Due Date each with a contract value not less than Rs. 25 lacs</p> <p>or</p> <p>(3) Three (3) Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 20 lacs</p>		
21.	Page 21 Clause 2.9.3	The Applicant should have an <b>average annual turnover of Rs. 5 cr in the past three Financial Years.</b>	<p>Considering the nature and size of the Assignment and to ensure the Authority is able to choose from a pool of reputed and renowned consultants, we suggest to raise the requirement of average annual turnover.</p> <p><b>Suggestion:</b></p> <p>We request the Authority to raise the requirement of <b>minimum Average Annual Turnover to 100 crores in the past three Financial Years.</b></p>	Provisions of the RFP Document hold good
22.	Page 24, Clause 2.12.2	Performance Security: Performance Security equivalent to 5 (five) percent of the Cost of Financial Proposal shall be furnished from a nationalized / Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the form specified at Appendix. For the Successful Applicant, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be	<p>For most government consultancy assignments, the Performance Security amount is retained by the Client until the completion of the Assignment by the Consultant and be released 60 (Sixty) Days after the completion of the Assignment.</p> <p><b>Suggestion:</b></p> <p>We request the authority to consider reducing the retention duration of Performance security to 60 days and modify the Clause as :</p>	<p>Said Clause modified as below:</p> <p><b>Performance Security:</b> Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released <del>180 (One Hundred Eighty)</del> <b>90 (Ninety)</b> Days after the completion of the Assignment as per the terms of the Contract.</p>

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		released 180 (One Hundred Eighty) Days after the completion of the Assignment as per the terms of the Contract.	<i>"For the Successful Applicant, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released <b>60 (Sixty) Days</b> after the completion of the Assignment as per the terms of the Contract".</i>	
23.	Page 59, Clause 5.3 (a) (ii)	Undertake detailed analysis of business model of seaplane operations in Maldives	We understand that the analysis to be carried out shall be based on publicly available information.	<p>Applicant to provide detailed analysis of Business model of seaplane operations in Maldives. For the same Applicant may use publicly available information or their internal resources, if any.</p> <p>If it is required to visit Maldives for better understanding of the project, Applicant need to take prior written approval from SDCL.</p> <p>It is suggested that the expenses as agreed will be reimbursed on actual basis (for economy class travel and hotel stay) on production of required receipts / documents etc.</p>
24.	Page 60 Clause 5.4 (3)	Make presentations to the officials of MoPSW and other Ministries as required with recommendations on the final outcome on the feasibility study conducted.	We request the Authorities to specify which and how many Ministries will require presentations on the final outcome on the feasibility study conducted.	SDCL will try to keep all relevant Ministries/ stakeholder at the time of Presentation for each deliverable.
25.	Page 28 Clause 2.16.7	Duration of assignment shall be for a period of 3 months from the date of commencement of service as prescribed in General Conditions of Contract	<p>Considering the Scope of Work, ToR and deliverables required, the contract period of 3 months is extremely short.</p> <p><b>Suggestion:</b></p>	<p>Said Clause modified as below:</p> <p>Page 28 Clause 2.16.7 Duration of assignment shall be for a period of <b>5</b> months from the date of</p>

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	Page 60 Clause 5.5 (1)	The contract period will be for 3 months.	We request the Authority to consider extending this to 06 months.	commencement of service as prescribed in General Conditions of Contract  Page 60 Clause 5.5 (1) The contract period will be for <b>150</b> days.
26.	Page 57 Clause 5	Terms of Reference (ToR)	Many aspects of the Scope of work are not potentially required given the objective of the SDCL. Hence our submission is to reconsider the Scope of the Work for this assignment, especially on various MRO related and other technical aspects and make it more aligned towards the business related (financial economic feasibility and demand assessment related) aspects.	Provisions of the RFP Document hold good
27.	Page 27 Clause 2.16.4	Proposal Due Date (P): 8th February 2022, 1500 Hrs IST.	We request that the Proposal submission deadline be made 3 weeks after the date of receiving replies to the queries from the Authority.  <b>Suggestion:</b>  Considering the given requirements of the RFP (number of Key Personnel) and to enable interested bidders to submit quality proposals to the Authority, we request to extend the proposal submission deadline.	Proposal Due Date (P) 21st Feb 2022, 1500 hrs IST
28.	Clause 2.5/ Page 13; & Clause 2.16.5, Page No. 27	A Bid Security to be paid through NEFT from a Scheduled Bank in favour of SDCL. Bid Security of Rs. 50,000/-	PHL being a CPSE may be exempted from submission of Bid Security  <b>Suggestion:</b>  CPSEs/ Govt./ Agencies may be exempted from payment of Bid Security.	Waiver from Bid Security and/or RFP processing fee for CPSEs/Government Agency will be given if documentary proof of relevant Government order and supporting documents are submitted by the Applicant.



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29.	Clause 2.7.3 (4) (v), Page 16	No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished	<p>There is no provision of offering the replacement/ alternative of key personnel in case of any employee leaves the organization or not available during the project for any valid reasons</p> <p><b>Suggestion:</b></p> <p>Selected Bidders should be permitted to engage any alternative/ replacement personnel against the offered key personnel in case of valid reasons. Further, bidders may also be permitted to offer one additional CV for each position against Key Personnel.</p>	Provisions of the RFP Document hold good
30.	Clause 2.7.3 (5), Page 16	<p>Requirement of Key personnel : Aviation Expert At least 20 years of experience, of which five years of experience in flying seaplane Or At least 5000 flying hours, of which 1000 flying hours in flying seaplane</p>	<p>The said clause is restricted in nature and in favour of select company/ bidders having experience of operating Seaplane in India</p> <p><b>Suggestion:</b></p> <p>To ensure fair competition and open opportunity to all prospective bidders, the requirement of Seaplane Flying to be removed. SDCL may seek total flying experience of Aviation Expert with preference on working on Seaplane Projects.</p>	Please refer reply given in Sr. No. 5 as above.
31.	Clause 2.9, Page 21	Technical Capacity	<p>SDCL has not sought any experience of Bidder's on Seaplane Projects, which is essential for this project to ensure right understanding inputs for the Study to be conducted.</p> <p>Eligible Bidders should have experience of Seaplane Operations which would be helpful as a Consultant to prepare the study in a more professional manner.</p>	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			<b>Suggestion:</b>  SDCL must insist on Bidder's experience on Seaplanes Operations/ Feasibility Study/ Market Study for launching Seaplane Services.	
32.	Clause 2.9.2, Page 21	Technical Capacity	SDCL has sought the Bidder's experience in last 7 years which is restricting the companies to submit their vast past experience over the years. SDCAL may consider the total experience of bidders in the relevant areas. Further, there are many developments in the area of Seaplane market in the country and it would be in the interest of project that the selected company has the exposure of current development in Seaplane Operations. Accordingly, SDCL must seek current experience of Bidders on Seaplane Project  <b>Suggestion:</b>  Bidders total experience to be considered without any restriction of past 7 years experience only. Bidders must have experience of handling atleast 2-3 project in Seaplanes. SDCL should seek atleast one Seaplane Project experience of Bidder in last one year, alternatively preference to be given to such bidders.	Provisions of the RFP Document hold good
33.	Clause 3, Page 8	Important Dates Proposal Due Date – 08th Feb, 2022	SDCL has given a very limited time for submission of Bids  <b>Suggestion:</b>  It is requested to extend the date of submission by atleast 21 days i.e. upto 1st March, 2022	Proposal Due Date (P) 21st Feb 2022, 1500 hrs IST

#	Clause No., Page no	Existing Clause	Queries	Replies
34.	Pg.8, Clause 2-(3)	(3) Important Dates Proposal Due Date (P) 8th Feb 2022, 1500 hrs IST	<p>The Authority may consider extending the deadline for proposal submission since the time given for the submission of the proposal may not be sufficient to complete all the proposal dependencies (Internal/External). Hence, we request the Authority to provide extension for the submission of the proposal.</p> <p>Thus, kindly consider the revised dates as per below.</p> <p><b>Suggestion:</b></p> <p>Proposal Due Date (P) 28th Feb 2022, 1500 hrs IST</p>	Proposal Due Date (P) 21st Feb 2022, 1500 hrs IST
35.	Pg.21, Clause 2.9.1	2.9 Eligible Assignments and Minimum Eligibility Criteria (1) Preparation of Techno-Economic Feasibility Report/Detailed Project Report for Projects involving Aircraft Operations	<p>The Authority may consider changing the criteria as follow</p> <p><b>Suggestion:</b></p> <p>(1) Preparation of Techno-Economic Feasibility Report/Detailed Project Report for Projects involving <i>Aircraft Operations/Airline/ MRO/ Airports.</i></p>	Please refer reply given in Sr. No. 8 as above.
36.	Pg.21, Clause 2.9.2	Technical Capacity (1) The Applicants should have successfully completed atleast One (1) Eligible Assignments in the past 7 years prior to Proposal Due Date with a contract value not less than Rs. 40 lacs or (2) Two (2) Eligible Assignments in the past 7 years prior to Proposal Due	<p>The Authority may consider changing the criteria as follow</p> <p><b>Suggestion:</b></p> <p><b>Technical Capacity</b> (1) The Applicants should have successfully completed atleast One (1) Eligible Assignments in the past 7 years prior to Proposal Due Date with a contract value not less than <b>Rs. 30 lacs</b> or</p>	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
		Date each with a contract value not less than Rs. 25 lacs or (3) Three (3) Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 20 lacs	(2) Two (2) Eligible Assignments in the past 7 years prior to Proposal Due Date each with a contract value not less than <b>Rs. 18.75 lacs</b> or (3) Three (3) Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than <b>Rs. 15 lacs</b>	
37.	Pg.21, Clause 2.9.3	<b>Financial Capacity</b> The Applicant should have an average annual turnover of <b>Rs. 5 cr</b> in the past three Financial Years.	The Authority may consider changing the criteria as follow  <b>Suggestion:</b>  <b>Financial Capacity:-</b> The Applicant should have an average annual turnover of <b>Rs. 50 cr</b> in the past three Financial Years.	Provisions of the RFP Document hold good
38.	Pg. 78, Clause 26.1.1 (o)	<b>6.1.1 (o) Performance Security</b> ..... Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount <b>equal 5 (five) percent</b> of the Cost of Financial Proposal under this Assignment.....	We request Authority to drop the need for submission of performance security as we are already providing the bid security with the authority.  <b>Suggestion:</b>  Therefore, we request authority to drop this clause.	Provisions of the RFP Document hold good
39.	Pg.23, Clause 3-1.1	<b>Qualifications and Experience of Key Personnel (Aviation Expert Pilot with Commercial License</b> 1. At least 20 years of experience, of which five years of experience in flying seaplane	The Authority may consider changing the qualifications  <b>Suggestion:</b>  <b>Pilot with Commercial License</b>	Please refer reply given in Sr. No. 5 as above.

#	Clause No., Page no	Existing Clause	Queries	Replies						
		Or At least 5000 flying hours, of which 1000 flying hours in flying seaplane	1. At least 10 years of experience, of which five years of experience in flying seaplane Or At least 2000 flying hours, of which 500 flying hours in flying seaplane							
40.	Pg. 58, Clause 5.3	Scope of Work (SOW)/TOR	Please suggest if the Authority envisages consultant to factor-in legal assistance as part of this project.	Provisions of the RFP Document hold good						
41.	Pg. 24, Clause 2.12.2	<b>Performance Security:</b> Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the Assignment as per the terms of the Contract.	We request Authority to revise the stipulated time for releasing the Performance Security  <b>Suggestion:</b>  We request you to kindly release the Performance Security within 30 days after the completion of the said contract.	Please refer reply given in Sr. No. 22 as above.						
42.	Pg. 28, Clause 2.16.7	<b>2.16.7</b> Duration of assignment shall be for a period of <b>3 months</b> from the date of commencement of service as prescribed in General Conditions of Contract.	We request Authority to revise the duration for the assignment as to complete all the dependencies (Internal/External).  <b>Suggestion:</b>  Duration of assignment shall be for a period of <b>5 months</b> from the date of commencement of service as prescribed in General Conditions of Contract.	Please refer reply given in Sr. No. 25 as above.						
43.	Pg. 61, Clause 5.6	Timelines & Payment Terms: <table><tr><td>Milestone</td><td>Fee Payment</td><td>Timelines</td></tr></table>	Milestone	Fee Payment	Timelines	We request the Authority to note that the Consultant’s initial efforts such as development of data requirement documents, data collection, initial analysis and financial model are crucial elements in preparation of draft report. Hence, we kindly request the Authority to consider the following mentioned payment schedule for this RFP.	Timelines & Payment Terms: <table><tr><td>Milestone</td><td>Fee Payment</td><td>Timelines</td></tr></table>	Milestone	Fee Payment	Timelines
Milestone	Fee Payment	Timelines								
Milestone	Fee Payment	Timelines								

#	Clause No., Page no	Existing Clause			Queries			Replies																	
		Inception report, with work plan (including status update to SDCL on weekly basis) and detailed A&M	10%	T+10 days	<b>Suggestion:</b> <table><tr><td>Milestone</td><td>Fee Payment</td><td>Timelines</td></tr><tr><td>Inception report, with work plan (including status update to SDCL on weekly basis) and detailed A&amp;M</td><td>10%</td><td>T+10 days</td></tr><tr><td>Submission of Report on stakeholder consultation</td><td>40%</td><td>T+60 days</td></tr><tr><td>Submission of Draft Report and Presentation</td><td>30%</td><td>T+120 days</td></tr><tr><td>Submission of Final Report and presentation</td><td>20%</td><td>T+150 days</td></tr></table>			Milestone	Fee Payment	Timelines	Inception report, with work plan (including status update to SDCL on weekly basis) and detailed A&M	10%	T+10 days	Submission of Report on stakeholder consultation	40%	T+60 days	Submission of Draft Report and Presentation	30%	T+120 days	Submission of Final Report and presentation	20%	T+150 days	Inception report, with work plan (including status update to SDCL on weekly basis) and detailed A&M	10%	T+15 days
Milestone	Fee Payment	Timelines																							
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Submission of Final Report and presentation	20%	T+150 days																							
		Submission of Report on stakeholder consultation	20%	T+45 days				Submission of Report on stakeholder consultation	20%	T+60 days															
		Submission of Draft Report and Presentation	40%	T+75 days				Submission of Draft Report and Presentation	40%	T+120 days															
		Submission of Final Report and presentation	30%	T+90 days				Submission of Final Report and presentation	30%	T+150 days															
		T is date of commencement of Service						T is date of commencement of Service																	
44.	Pg. 58, Clause 5.3	Scope of Work (SOW)/TOR ..... To identify policy and infrastructure intervention needed for improving the participation of airline operators and investors for procuring and maintaining the seaplane aircrafts			While the consultant shall support the Authority in gathering the list of statutory clearances/approvals/licenses required and in the preparation of the same, the onus of obtaining such clearances shall not be with the consultant. In this respect, kindly modify the clause as below.  <b>Suggestion:</b>			Provisions of the RFP Document hold good																	

#	Clause No., Page no	Existing Clause	Queries	Replies
			<p><b><i>Support in the preparation of statutory clearances</i></b></p> <p><i>The consultant shall support the Authority in gathering the list of statutory clearances/approvals/licenses and support in the preparation of such statutory documents as required for the project. However, the necessary clearances from the relevant departments shall be obtained by the Authority</i></p>	
45.	Pg. 58, Clause 5.3	Scope of Work (SOW)/TOR ... (iii) To study various models of ownership of seaplane, leasing of seaplanes, operations, infrastructure creation by Government etc. and recommendations of the best practices which can be adopted in India.	As per our understanding, the inputs provided by the consultant towards policy related matters would be in the nature of recommendations, while the implementation of the same would be the responsibility of the Authority. Please clarify.	Provisions of the RFP Document hold good
46.	Pg. 59, Clause 5.3	Scope of Work (SOW)/TOR ..... To understand the various reports and studies conducted (UDAN Scheme, DGCA rules pertaining seaplane, individual site feasibility reports, MoU, EoI, etc.) and other relevant documents pertaining to Seaplane operations.	As per our understanding, the comprehensive list of documents will be provided by the Authority, which may not be available in public domain. Please clarify.	<p>SDCL will only assist Applicant by providing the authorization letter addressed to various relevant Central Government / State Government Agencies for obtaining the required information/data.</p> <p>However, it is responsibility of the Applicant to get required information/data for satisfactory work as per Scope of Work mentioned in the RFP.</p>
47.	NA	Provisions related to third party disclaimer	If emerged as a selected bidder, we will be providing services and deliverables to the Authority under the contract. We accept no liability to anyone, other than the Authority, in connection with our services, unless otherwise agreed by us in writing. The Authority agrees to	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			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.	
48.	NA	Provisions related to acceptance of deliverables	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request the Authority to 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. Authority may consider including the below simple clause: 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.	Provisions of the RFP Document hold good
49.	NA	Restriction due to COVID 19.	We request the Authority to consider including appropriate language owing to restrictions due to COVID 19 on the lines below (sample): "If there are any circumstances that reasonably restrict or affect the ability of Consultant's personnel to travel or to be physical present at any specific office/location, then without prejudice to the Authority's obligations (including the payment obligations), Authority shall allow such personnel	Provisions of the RFP Document hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			to work from home or other remote location till the time such circumstances exist"	
50.	NA	Limitation of liability	Client is requested to include a clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Accordingly, it is requested to include the below clause: Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	Provisions of the RFP Document hold good