

Sl. No.	Clause no. & Page no.	Description of Clause	Description	Queries/Recommendation	MoCA's Reply to Pre-Bid Queries received from PwC till 17.12.2023 (12:00 PM) deadline as per RFP.
1.	Clause 3, Page 9	Data sheet	Online Proposal Submission Due Date 26.12.2023 till 17:00 hrs:00 PM	We request an extension of time of 3 weeks from the last date of bid submission. i.e., till 16th Jan 2024 for the consultant to have sufficient time for the preparation of the bid and the associated documents.	<p>All terms, clauses, conditions, qualifications etc. will be as per the tender documents floated on GeM Portal by MoCA on 11.12.2023.</p>
2.	Clause 10, Page 28	Technical Evaluation Criteria	<p>2) Technical Capacity of the Bidder – Technical Capacity of the Bidder</p> <p>2.1) Experience in undertaking time release study for government clients: Time release study for airports in India – 2 marks per airport, up to a maximum of 12 marks If the Time release study is for an airport in India having a throughput of more than 50 million passengers per annum - 1 additional mark</p>	We would request the authority to modify the marking criteria as below: Time release study for airports in India – 3 marks per airport , upto a maximum of 12 marks If the Time release study is for an airport in India having a throughput of more than 50 million passengers per annum - 1 additional mark	
3.	<ul style="list-style-type: none"> Clause 6, Page 17 Clause 10, Page 31 	<ul style="list-style-type: none"> Detail Resource Requirement 	<ul style="list-style-type: none"> Terminal Planner - No. of Consultant -2 Aviation Security Expert – No. of Consultant - 2 	We would request the authority to modify the No. of Consultant requirement for the Terminal Planner and Aviation Security expert to 1 from 2. <ul style="list-style-type: none"> Terminal Planner - No. of Consultant - 1 Aviation Security Expert – No. of Consultant - 1 	
4.	<ul style="list-style-type: none"> Clause 6, Page 17 Clause 10, Page 31 	<ul style="list-style-type: none"> Detail Resource Requirement Technical Evaluation Criteria 	<ul style="list-style-type: none"> Aviation Security Expert: Eligible Assignments: Minimum 5 years of experience with BCAS/ASG (CISF) or as a (Chief) Security Officer at any airport 2 (two) marks for a minimum 5 years of experience with BCAS/ASG (CISF) or as a Chief Security Officer at any airport. 	We understand that the expectation from the Aviation security expert is to have an understanding of Aviation-related security manuals and norms. We would request the authority to modify clause as below: <ul style="list-style-type: none"> Aviation Security Expert: Eligible Assignments: Minimum 5 years of experience with BCAS/ASG (CISF)/ DGCA or as a (Chief) Security Officer at any airport 2 (two) marks for a minimum 5 years of experience with BCAS/ASG (CISF)/ DGCA or as a Chief Security Officer at any airport. 	
5.	<ul style="list-style-type: none"> Clause 6, Page 17 Clause 10, Page 31 	<ul style="list-style-type: none"> Detail Resource Requirement Technical Evaluation Criteria 	<ul style="list-style-type: none"> Airport Technology Expert: Minimum 12 years of post-qualification experience Marks for 12 years of experience - 1 mark. Minimum marks for 1 project in technology in airport sector with Government of India - 1 mark. 0.5 marks for every additional project upto a maximum of 2 marks. 	We would request the authority to modify the clauses as below: <ul style="list-style-type: none"> Airport Technology Expert: Minimum 10 years of post-qualification experience Marks for 10 years of experience - 1 mark. Minimum marks for 1 project in technology in airport sector with Government of India - 1 mark. 1 marks for every additional project upto a maximum of 2 marks. 	

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6.	• Clause 6, Page 17	• Detail Resource Requirement	• Civil Aviation Specialist: Educational Qualification: Master's degree (or equivalent) in Aviation/ Operations/ or related subject (s)	We understand that MBA from a recognized University or Institute will be considered as equivalent to Master's degree (or equivalent) in Aviation/ Operations/ or related subject (s). Please confirm if our understanding is correct.	
7.	• Clause 6, Page 17 • Clause 10, Page 31	• Detail Resource Requirement • Technical Evaluation Criteria	• Civil Aviation Specialist: Minimum 10 years of post-qualification experience in the Airport Sector. • Minimum marks for 10 years of experience - 1 mark . For every year of experience 0.5 mark will be awarded upto a maximum of 3 marks.	We would request the authority to modify the clauses as below: • Minimum 8 years of post-qualification experience in the Airport Sector. • Minimum marks for 10 years of experience - 1 mark . For every year of experience 1 mark will be awarded upto a maximum of 3 marks.	
8.	Clause 7.1, Page 18	Exclusivity of the selected resources	• Exclusivity of the selected resources: The selected resources shall be deployed exclusively on the project awarded through this contract and shall not be deployed on any other project till the end of the contract or without prior written approval of the MoCA, whichever is earlier.	We would like to request for Authorities consideration on relaxation of the said clause and have it removed , as we would want to propose very senior and experienced resources for the project and arranging for their exclusive deployment could be challenging. We assure the Authority that this would not affect the quality and nature of our services and deliverable.	
9.	Appendix III - Clause 6.2, Page 78	Liquidated Damages for delay, Error or Variation	In case of delay, error or variation in completion of the work as specified in the delivery schedule, the consultant shall be liable to pay liquidated damages not exceeding an amount equal to 0.5% (zero-point five percent) of the total value of the contract per week, subject to a maximum of 10% (ten percent) of the total value of the contract	We request Authority to cap the liquidated damages/penalties cumulatively to 5% of the total contract value. Further, LD/Penalty to be imposed only for delays solely attributable to the Consultant and the consultant not to be held responsible if the work is delayed due to external factors/dependencies/reasons beyond their control. Kindly confirm	
10.	Clause 7.4, Page 19	Conflict of interest	Conflict of interest related obligations and declaration requirements	We wish to highlight to the Authority that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private Authority. We request the authority to consider that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	
11.	Appendix – III: Clause 3.7, Page 74	Documents prepared by the Consultant to be	Documents prepared by the Consultant to be property of the Ministry of Civil Aviation	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	

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		property of the Ministry of Civil Aviation		<p>use it for all Authority. We request modification to the clause as we will use the IPRs for providing services to the Authority, like we use these for other Authority. We request the Authority to let us retain ownership of our pre-existing IPRs, else we might 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 below clause. This is also the standard mentioned by MeitY in its guidelines.</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>	
12.	Clause 7.20, Page 24	Indemnity	The service provider undertakes to indemnify MoCA from any losses that MoCA may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment	We request the Authority to kindly provide exemption from providing these and also request to, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	
13.	No clause in RFP.	Indemnity	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. We request the Authority to make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	
14.	No clause in RFP.	No third-party disclaimer	There is no restriction on the usage of deliverables. No third-party disclaimers.	We will be providing services and deliverables to you 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 reimburse us for any liability (including legal	

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				costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	