

<b>Response to Queries on "Selection of Consultant for Preparation of Techno-Economic Feasibility Report (TEFR) for Development of Greenfield Airport at Srikakulam in Andhra Pradesh"</b>			
<b>Sl. No.</b>	<b>Item Description</b>	<b>Clarification sought</b>	<b>Reply/ Clarification by APADCL</b>
1	<p><b>4.1. Criteria for Bid Evaluation; Page 27. And 6.2 Form 2; Page 39</b></p> <p>The bidder/Lead Member should have a minimum annual turnover of preferably INR 500 crores during each of the last 3 years ending on 31 March 2024. The same shall be demonstrated by submitting audited financial statements for the last 3 years.</p>	<p>Requesting you to kindly allow the members of the JV cumulatively meet the referred financial criteria. In case member(s) does abide by a different fiscal period apart from the same, mentioned in the RFP we understand the same would be considered as eligible pertaining to Bid Evaluation Process. Kindly confirm.</p>	RFP condition Prevails
2	<p><b>4.1. Criteria for Bid Evaluation; Page 27. General</b></p>	<p>We understand a subsidiary of a foreign parent holding company can participate in this bid using the financial criteria of the said parent holding company and technical criteria of the foregoing holding company and its other subsidiaries. Kindly confirm.</p>	RFP condition Prevails
3	<p><b>4.1. Criteria for Bid Evaluation; Page 27.</b></p> <p>The Bidder should have at least 5 years of experience in providing aviation consultancy services in India, especially to government entities/departments. This must be demonstrated by providing project details and Work Orders of minimum 2 similar aviation sector projects undertaken in last 5 years.</p>	<p>We request you kindly consider the similar nature of the project as eligible against the stipulated criterion.</p>	RFP condition Prevails

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4	<p><b>5.10. Conflict of Interest; Page 36</b></p> <p>a. Conflict between consulting activities and procurement of goods, works or services</p>	<p>We understand that a bidder, successfully awarded with the subject project can participate in the bids for subsequent stage(s) of development of subject green field development. Kindly confirm.</p>	<p>RFP condition Prevails</p>
5	<p><b>2.1 Scope of Services, Obtaining Statutory Clearances, Page 11.</b></p> <p>Preparing details of statutory clearances required based on the present statutes and obtaining such clearances Approval/License from DGCA/ICAO, Airports DCA of India, Ministry of Defence, and any other clearances as may be required Approvals and clearances from local authorities The consultant shall also be responsible for obtaining approval of Pre – Feasibility Report &amp; Techno-Economic Feasibility report and bid documents from the state and central government as required. The consultant must ensure that all requirements of Guidelines for setting up of Greenfield Airport issued by Ministry of Civil Aviation, Government of India are complied with.</p>	<p>We understand consultant's scope shall be limited to provide all the necessary support to obtain statutory clearances. However, obtaining the necessary statutory approval would be beyond the scope of the consultant. Kindly confirm.</p>	<p>RFP condition Prevails</p>

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6	<p><b>5.1.9. Limitation of Liability: Page 30.</b></p> <p>The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.</p>	<p>Consultant cannot be held responsible for consequential losses/ liabilities. Therefore, we request the Clause 5.1.9. Limitation of Liability be amended as is given below: The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.</p> <p>Further, the Consultant shall not be liable to the Client for any indirect or consequential loss or damage.</p>	RFP condition Prevails

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7	<p><b>5.2.6. Termination; Page 30.</b></p> <p>Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.</p>	<p>As per Clause 5.2.6, either Party can terminate the Agreement with immediate effect, if services are not rendered as per applicable laws or professional obligations.</p> <p>However, Clause 5.2.6 does not provide Payment for Services rendered prior to effective date of termination.</p> <p>Therefore, we request the clause to be amended as follows:</p> <p><b>5.2.6. Termination</b></p> <p>Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.</p> <p>However, the Client shall make the payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.</p>	RFP condition Prevails
8	<p><b>5.3.3. Documents prepared by the Consultant to be the property of the Authority; Page 32.</b></p> <p>a) All plans, drawings, specifications, designs, reports, other documents and</p>	<p>We request the clause be amended as follows:</p> <p>Amended Clause 5.3.3. a) Documents prepared by the Consultant to be the property of the Authority:</p>	RFP condition Prevails

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	software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.	a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof, subject to the payment of the complete Fee by the Client to the Consultant under this Contract.	
9	<p><b>5.5.1. Penalty on delay: Page 33.</b></p> <p>a) If the deliverables are not submitted as per time lines given in Letter of Award, the Consultant shall be liable to pay 0.25% of the total cost of the services for delay of each week or part thereof, only on account of delay attributable to the consultant.</p> <p>b) If the deliverables are not acceptable to the Employer as mentioned in Letter of Award, for reasons of delay which are solely attributable to the fault of the Consultant, and defects are not rectified to the satisfaction of the "Employer"</p>	<p>It is requested to limit the Penalty for delay as not exceeding 5% of the total fees paid to the Consultant under this Contract, which is benchmark on industry standards.</p> <p>We propose the Clause be amended as below:</p> <p><b>5.5.1. Penalty on delay:</b></p> <p>a) If the deliverables are not submitted as per time lines given in Letter of Award, the Consultant shall</p>	RFP condition Prevails

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	<p>within 30 days of the receipt of the notice, the "Consultant" shall be liable for Liquidated Damages for an amount equal to 0.25% of total cost of the services for every week or part thereof for the delay and the delay is only attributable to the consultant's fault.</p>	<p>be liable to pay 0.25% of the total cost of the services for delay of each week or part thereof and subject to a maximum of 5% of the Fee paid to the Consultant under this Contract, only on account of delay attributable to the consultant.</p> <p>b) If the deliverables are not acceptable to the Employer as mentioned in Letter of Award, for reasons of delay which are solely attributable to the fault of the Consultant, and defects are not rectified to the satisfaction of the "Employer" within 30 days of the receipt of the notice, the "Consultant" shall be liable for Liquidated Damages for an amount equal to 0.25% of total cost of the services for every week or part thereof and subject to a maximum of 5% of the Fee paid to the Consultant under this Contract, for the delay and the delay is only attributable to the consultant's fault.</p>	

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10	<p><b>5.5. Payments to the Consultant; Page 33.</b></p> <p>Payments will be made to the account of the Consultant and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of GST or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.</p>	<p>Payment Schedule is currently given under TOR only. The same may please be included in the Contract as per the provisions, depicted.</p>	<p>Payment schedule will be included in the contract</p>
11	<p><b>5.7. Settlement of Disputes; Page 34</b></p>	<p>Kindly confirm the followings.</p> <p>(i) Venue and Seat of Arbitration proceedings.</p> <p>(ii) Cost of arbitration proceedings to be shared in accordance with the provisions of Arbitration and Conciliation Act, 1996.</p>	<p>i) 5.7.8 Read as - The Parties agree that the High Court of Andhra Pradesh at Amaravati shall alone have Jurisdiction.</p> <p>ii) In case of such failure, the dispute shall be settled by arbitration. The arbitration shall be conducted by three arbitrators. Parties will appoint one arbitrator each and the two party appointed arbitrators shall appoint the third arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 (India) shall apply to such arbitration</p>

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12	<p><b>5.11. Determination or recession of Agreement; Page 36.</b></p> <p>5.11.4. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers:</p> <p>a. To determine or rescind the agreement</p> <p>b. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent</p>	<p>Requesting amendment to the Clause as given below:</p> <p>5.11.4. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers:</p> <p>a. To determine or rescind the agreement</p> <p>b. To engage another consultant to carry out the balance work</p>	RFP condition Prevails
13	"Access to Project Site"	<p>We request to add a Clause on "Access to Project Site" in the Contract.</p> <p>Access to Project Site</p> <p>The Employer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage,</p>	This will be discussed at the time of signing of Agreement.



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		unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.	
14	<b>Interest on Delayed Payments</b>	<p>We request to add a Clause on "Interest on Delayed Payments" as given below under the Contract.</p> <p>Interest on Delayed Payments Interest at the rate 9% per annum shall become payable as from the due date on any amount due by, but not paid on such due date by the Client to the Consultant.</p>	RFP condition Prevails
15	<p><b>Data Sheet, Page 3.</b> End date of Online submission of Bids envelopes I &amp; II on AP e-procurement Portal</p> <p>Last date to submit original Demand draft/ BG of Tender Fees/EMD and letter of unconditional acceptance of AUTHORITY's terms and conditions</p>	Contemplating exhaustive pre-bid activities and bid documentation requirements, we would like to request you to kindly extend the bid due date till 28th May 2025 enabling us to submit competitive and complete bid response.	RFP condition Prevails

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16	<p><b>Pg 6 of 43 of the RFP</b> Introduction</p> <p>Following are the broad objectives of the proposed consultancy assignment:</p> <ul style="list-style-type: none"> <li>• To Prepare Pre – Feasibility Study</li> <li>• To Prepare Techno – Economic Feasibility Study</li> <li>• To delineate the Airport land at proposed Site for which the Site clearance is awarded</li> <li>• To identify the technical and economic factors influencing development and operation of proposed Airport and carry out the Site-specific surveys/ studies</li> <li>• To prepare the concept Master Plan for the proposed Project as per the latest applicable guidelines</li> <li>• To prepare a financial model and structure the Project</li> <li>• To undertake Environmental and Social Impact studies Facilitate approvals at various stages from relevant Government Organizations</li> </ul>	<p>We understand that the project is currently at a very initial stage, and the information related to site location and area are yet to be decided.</p> <p>However, in the absence of information regarding the area required for the site, it is challenging for the consultant to provide a realistic fee quote for tasks such as conducting site surveys, social impact studies and obtaining approvals from relevant Government Authorities.</p> <p>We therefore request the Authority to clarify the extent of the area identified, planned for allocation, or proposed for acquisition for the development of the Amravati Greenfield Airport. This information will enable the consultant to prepare a more accurate financial proposal in response to the current RFP.</p>	<p>Location is under finalization as such the exact location cannot be revealed as of now.</p>

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17	<p><b>2.2. Timeline and payment milestones</b></p> <table border="1" data-bbox="338 379 920 1369"> <thead> <tr> <th data-bbox="338 379 367 603">#</th> <th data-bbox="367 379 539 603">Deliverable</th> <th data-bbox="539 379 719 603">Timeline (t=0) from signing of Letter of Acceptance (LoA)</th> <th data-bbox="719 379 920 603">Payment</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="338 603 920 651" style="text-align: center;">Task I</td> </tr> <tr> <td data-bbox="338 651 367 738">1</td> <td data-bbox="367 651 539 738">Prefeasibility study</td> <td data-bbox="539 651 719 738">T+2 weeks</td> <td data-bbox="719 651 920 738">10% of Task I fee</td> </tr> <tr> <td data-bbox="338 738 367 962">2</td> <td data-bbox="367 738 539 962">Submission of Draft Techno–Economic Feasibility Report</td> <td data-bbox="539 738 719 962">T+2 weeks</td> <td data-bbox="719 738 920 962">40% of Task I fee</td> </tr> <tr> <td data-bbox="338 962 367 1185">3</td> <td data-bbox="367 962 539 1185">Submission of Final Techno – economic Feasibility Report</td> <td data-bbox="539 962 719 1185">2 weeks from receipt of final comments from the Authority</td> <td data-bbox="719 962 920 1185">50% of Task I fee</td> </tr> <tr> <td colspan="4" data-bbox="338 1185 920 1249" style="text-align: center;">Task II</td> </tr> <tr> <td data-bbox="338 1249 367 1369">4</td> <td data-bbox="367 1249 539 1369">Submission of Inception</td> <td data-bbox="539 1249 719 1369">T+2 weeks</td> <td data-bbox="719 1249 920 1369">10% of Task I fee</td> </tr> </tbody> </table>				#	Deliverable	Timeline (t=0) from signing of Letter of Acceptance (LoA)	Payment	Task I				1	Prefeasibility study	T+2 weeks	10% of Task I fee	2	Submission of Draft Techno–Economic Feasibility Report	T+2 weeks	40% of Task I fee	3	Submission of Final Techno – economic Feasibility Report	2 weeks from receipt of final comments from the Authority	50% of Task I fee	Task II				4	Submission of Inception	T+2 weeks	10% of Task I fee	<p>As per the payment terms outlined on Page 14, we understand that the assignment fees are linked to individual tasks. However, the Financial Proposal requires a lump-sum fee to be quoted for the entire assignment.</p> <p>We kindly request the Authority to allow a task-wise breakdown of the Financial Proposal, enabling the consultant to quote fees for each of the following tasks:</p> <table border="1" data-bbox="949 863 1413 1353"> <thead> <tr> <th data-bbox="949 863 1025 1074">Sl. No.</th> <th data-bbox="1025 863 1240 1074">Name of the Assignment</th> <th data-bbox="1240 863 1413 1074">#Fees quoted (Exclusive of all taxes in INR/Rs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="949 1074 1025 1353"></td> <td data-bbox="1025 1074 1240 1353">Selection of Consultant for Conducting Prefeasibility Study and Preparation of Techno-</td> <td data-bbox="1240 1074 1413 1353"></td> </tr> </tbody> </table>	Sl. No.	Name of the Assignment	#Fees quoted (Exclusive of all taxes in INR/Rs.		Selection of Consultant for Conducting Prefeasibility Study and Preparation of Techno-		RFP condition Prevails
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Sl. No.	Item Description			Clarification sought	Reply/ Clarification by APADCL
	Report			Economic Feasibility Report (TEFR) for Development of Greenfield International Airport at Amaravati in Andhra Pradesh • Task I • Task II • Task III • Total	
5	Submission of Draft Techno Economic Feasibility Report	T+12 weeks	40% of Task II fee		
6	Submission of Final Techno Economic Feasibility Report	2 weeks from receipt of final comments from the Authority	50% of Task II fee		
Task III					
7	Submission EIA & EMP report	T+24 weeks	25% of fee for task III		
8	Submission of SIA report and R&R plan	T+12 weeks	25% of fee for task III		
9	Obtaining EC	T+32 weeks	50% of fee for task III		
Pg 14 of 43 of the RFP					

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18	<p>Financial Proposal</p> <table border="1" data-bbox="331 379 869 1249"> <thead> <tr> <th data-bbox="331 379 477 587">Sl. No.</th> <th data-bbox="477 379 696 587">Name of the Assignment</th> <th data-bbox="696 379 869 587">#Fees quoted (Exclusive of all taxes in INR/Rs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="331 587 477 1249"></td> <td data-bbox="477 587 696 1249">Selection of Consultant for Conducting Prefeasibility Study and Preparation of Techno-Economic Feasibility Report (TEFR) for Development of Greenfield International Airport at Amaravati in Andhra Pradesh</td> <td data-bbox="696 587 869 1249"></td> </tr> </tbody> </table> <p>Pg 43 of 43 of the RFP</p>	Sl. No.	Name of the Assignment	#Fees quoted (Exclusive of all taxes in INR/Rs.		Selection of Consultant for Conducting Prefeasibility Study and Preparation of Techno-Economic Feasibility Report (TEFR) for Development of Greenfield International Airport at Amaravati in Andhra Pradesh			RFP condition Prevails
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19	<p><b>4.1. Eligibility criteria Pg 27 of 43 of the RFP</b></p> <p>The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services in India, especially to government entities/departments. This must be demonstrated by providing project details and Work Orders of minimum 2 similar aviation sector projects undertaken in last 5 years</p>	<p>We understand that the similar projects will include TEFR/ Master Planning/ Transaction Advisory/ Lender Engineering/ Independent Engineer/ Project supervision works in Aviation sector.</p> <p>Please clarify our understanding.</p>	RFP condition Prevails
20	<p><b>4.2 Technical evaluation criteria Pg 28 of 43 of the RFP</b></p> <p>Bidder's experience in providing Technical Services for development for Airport Project in the past ten years</p> <p><i>Technical Consultancy here means consultancy on all or substantially all technical aspects of an airport including DPR, master plan, detailed designs, surveys etc</i></p> <p>Providing technical services to 2 (two) airports with min Project value of INR500 Crore each (5 marks per project)</p>	<p>We understand that the Technical Consultancy here means consultancy on all or substantially all technical aspects of an airport including DPR/ master plan/ detailed designs/ surveys/ supervision etc.</p> <p>Please clarify our understanding.</p>	RFP condition Prevails

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21	<p><b>4.2 Technical evaluation criteria Pg 28 of 43 of the RFP</b></p> <p>Bidder should have successfully completed a Transport Infrastructure project on PPP basis in the past 5 year having a total project cost not less than INR 3000 Crore</p>	<p>Since transaction advisory is not a part of the subject bid's scope of works, request you to consider projects wherein consultant has provided support in project structuring/ financial modelling/ bid process management.</p>	RFP condition Prevails
22	<p><b>DATA SHEET</b></p> <p>End date of Online submission of Bids envelopes I &amp; II on AP e procurement Portal 28.04.2025 @ 03.00 PM <b>Pg. 3 of 43 of the RFP documents</b></p>	<p>We request the client to extend the deadline for submission by at least 15 working days from publishing the pre-bid responses.</p>	RFP condition Prevails
23	<p><b>4. Criteria for Bid evaluation Clause no. 4.1 Eligibility criteria at Page no. 26</b></p> <p>The Bidder/Lead Member should have a minimum annual turnover of preferably INR 500 crores during each of the last three years ending on 31st March, 2024. The same shall be demonstrated by submitting audited financial statements for the last 3 years.</p>	<p>We request authority to kindly modify minimum average annual turnover more than INR 300 crores during last three years ending on 31st March 2024. The same shall be demonstrated by submitting audited financial statements for the last 3 years</p>	RFP condition Prevails

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24	<p><b>4. Criteria for Bid evaluation Clause no. 4.2 Eligibility criteria at Page no. 27</b> Bidder's experience of providing consultancy services for one Greenfield Airport</p>	<p>We request authority to kindly allow the Bidder's experience of providing consultancy services for one Greenfield/Brownfield Airport project.</p>	RFP condition Prevails
25	<p><b>4. Criteria for Bid evaluation Clause no. 4.2 Eligibility criteria at Page no. 27</b> Bidder should have successfully completed a Transport Infrastructure project on PPP basis in the past 5 year having a total project cost not less than INR 3000 Crore.</p>	<p>We Understand that Bidder should have successfully completed a DPR/FS/IE for Transport Infrastructure project on PPP basis in the past 10 year having a total project cost not less than INR 3000 Crore.  Kindly confirm.</p>	RFP condition Prevails
26	<b>General</b>	<p>We kindly request you to allow the inclusion of credentials from our Group/ sister concerns company, in the evaluation process without forming JV. This will not only reflect our combined strengths but also ensure that you receive the highest quality of service and performance.</p>	RFP condition Prevails



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27	<p><b>4.2 Technical evaluation criteria at Page No. 27</b></p> <p>Proposals of those Bidders who satisfy the Eligibility criteria as given above will be termed as "Eligible Bidders". The credentials of all the members in case of a consortium shall be considered for technical evaluation.</p>	<p>As per the RFP JV/Consortium is allowed and we understand that all the members of the JV/Consortium shall fulfil the eligibility criteria collectively.</p>	<p>The Eligibility criteria will be considered collectively as per RFP Document</p>



**Managing Director (FAC)**  
**AP Airports Development Corporation Limited**