

## PRE-BID QUERIES AND THEIR RESPONSE

Organization	Ref.No. and page in Tender documents.	Tender content	Request	Decision Taken
Deccan Air Pvt. Ltd.	Eol cum RFP Part B; Clause 17.7	Bid Variable and other conditions	In the interest of transparency and safeguarding the investment interests of the operator, requested to confirm the performance 'Parameters' on which UPSTDC can curtail the 3 – 5 years contract after a period of 01 year.	<b>Parameters for review of ASO are attached with this document.</b>  <b>The Authority shall sign the Agreement with the selected bidder initially for a period of one year which may be extended for another two year after evaluation of satisfactory performance by ASO.</b>
	Eol cum RFP Part B; Clause 11.1	Consortium	Since the Technical Evaluation / Selection is of the NSOP Operator, then 'contract' should perform be in their favour not to any affiliate.	<b>The NSOP Operator would be considered as the Lead Member of the Consortium, and the organization should necessarily hold a 26% equity stake in the SPV.</b>
	Eol cum RFP Part A; Clause 10; Sub clause 1.6 (b)	Support from UPSTDC	In case of delayed payment / clearance of Invoices by UPSTDC, the operator would be free to curtail further flying after a period of a month of wait.	<b>Payments would be done as per schedule and there will not be any delays.</b>
	Eol cum RFP Part B; Clause 24	Evaluation and comparison of bids	Exclusivity Clause for 3 / 5 years implies that no other operator including Scheduled Airlines will be allowed on those routes or alternately the subsidy shall continue.	<b>The existing Intra State Air Service policy provides exclusive rights to the ASO selected through a transparent bidding process on the selected routes. However, any commitment cannot be made beforehand for any upcoming scheme or policy of the Central Government which has an overriding effect on the current State policy.</b>

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	Eol cum RFP Part A; Clause 5	Associated responsibilities of the ASO	As and when additional sectors are started, fresh establishment costs shall be approved.	<b>The establishment cost, at any station, shall not be borne by UPSTDC.</b>
<b>AR Airways Pvt. Ltd. (Cluboneair)</b>	Eol cum RFP Part B; Clause 16	Bid Security and Commitment/ Performance Security	Performance Guarantee in the form of Bank Guarantee should be reduced to 1 Cr instead 2 Cr.	<b>Performance guarantee amount is fixed at 2 Cr.</b>
	Eol cum RFP Part B; Clause 17	Bid Variable and other conditions	Gestation period for commencement of the flight operation should be minimum of 6 month from the date of LOI. As we discussed that acquisition of aircraft and endorsement on NSOP takes approx. 6 months of time.	<b>The time period of 6 months between LOI and start of operations already exists in the current Clause 17.</b>
	Eol cum RFP Part A; Clause 10; Sub clause 1.6 (b)	Support from UPSTDC	Payment should be on predetermined schedule in case delay more than a month, operator should be allowed to continue or discontinue the flight schedules depending on his financial strength.	<b>Payments would be done as per schedule and there will not be any delays.</b>
	Eol cum RFP Part A; Clause 5	Associated responsibilities of the ASO	Standby aircraft should be allowed to take on charter as of required basis.	<b>It is the responsibility to ensure that the daily declared flight schedule should not be hampered, in case the standby aircraft is used for any other operation</b>
	Eol cum RFP Part B; Clause 17.7	Bid Variable and other conditions	Guideline for performance evaluation after an year should be defined before tender.	<b>Parameters for review of ASO are attached with this document.</b>
	Eol cum RFP Part B; Clause 24	Evaluation and comparison of bids	Exclusive right for the network schedule should be allowed.	<b>The existing Intra State Air Service policy provides exclusive rights to the ASO selected through a transparent bidding process on the selected routes. However, any</b>

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				<b>commitment cannot be made beforehand for any upcoming scheme or policy of the Central Government which has an overriding effect on the current State policy.</b>
	Eol cum RFP Part B; Clause 17.7	Bid Variable and other conditions	Minimum period of the tender should be increased to 5 years from existing 3 years.	<b>The Authority shall sign the Agreement with the selected bidder initially for a period of one year which may be extended for another two year after evaluation of satisfactory performance by ASO</b>
<b>Pinnacle Air Pvt. Ltd (Aviation India)</b>	Eol cum RFP Part B; Clause 16	Bid Security and Commitment/ Performance Security	Bank Guarantee Money Should be One Crore	<b>Performance guarantee amount is fixed at 2 Cr.</b>
	Eol cum RFP Part B; Clause 18	Bid Validity	As per the clause 18 of EOI cum RFP Bid validity period should be extended from 180 days.	<b>The bid validity period is fixed at 180 days.</b>
	Eol cum RFP Part B; Clause 17.7	Bid Variable and other conditions	Initially Government will give to ASO this for 1 year and then they will check the performance and extend for two year if all find satisfactory. Our suggestion is for five years	<b>The maximum contract period has been fixed at 3 years.</b>
	Eol cum RFP Part B; Clause 24	Evaluation and comparison of bids	Once tender awarded to ASO no other ASO should be awarded till next 03 years	<b>The existing Intra State Air Service policy provides exclusive rights to the ASO selected through a transparent bidding process on the selected routes. However, any commitment cannot be made beforehand for any upcoming scheme or policy of the Central Government which has an</b>

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				<b>overriding effect on the current State policy.</b>
	Eol cum RFP Part A; Clause 5	Associated responsibilities of the ASO	Permission for the change of the Route after completing of six months of the commencement of the operations	<b>Please refer Clause 5.19(g)</b>
	Eol cum RFP Part A; Clause 2	Key objectives	With due permission of UP government more city to be Inter-state connected with extra routes offered by ASO	<b>Please refer Clause 2.3</b>
<b>Bharat Aviation</b>	Eol cum RFP Part A; Clause 5	Associated responsibilities of the ASO	As per para 5.13 of the bid document, the flight can be cancelled if nil pax are booked. In such instances, the ASO has already incurred costs on the deployment of aircraft and crew. Will UPSTDC agree to pay the fixed costs in lieu of per hour flying subsidy?	<b>As per Clause 5.13, maintaining the reliability of the service is of utmost importance to UPSTDC, hence a flight cannot be cancelled without the mutual consent of both the parties. However the payment shall be made only for the actual hours flown or up to the maximum limitation.</b>
	Eol cum RFP Part B; Clause 17	Bid Variable and other conditions	As per para 17.15 of the above referred document, the final seat tariff will be decided by UPSTDC. What is the basis of the seat tariff calculation as it has an impact on a) present cost of operations b) cost of operations for new flights	<b>Please refer Clause 17.1.</b>