

Global Study on Disaster Resilience of Airports: Phase 2

Pre-Proposal queries and replies

Reference No: 02-02001/1/2021-DG_CDRI

Project Name: Global Study on Disaster Resilience of Airports

Name of the Organisation: Coalition for Disaster Resilient Infrastructure Society

Title of Consulting Services: Global Study on Disaster Resilience of Airports: Phase 2

The following table collates the comments/queries/requests received by CDRI by 5 pm on 15 July 2021 from all consultants and replies of CDRI thereon. This document is being shared with all the consultants along with the Requests for Proposal revised based on suggestions and comments in this document.

S. No.	Page No.	Clause	Comments / Query / request from Consultant	CDRI Reply	Revised Clause
1			Why does CDRI already send out a RfP for the Phase 2 project, while the Phase 1 project has not yet started?	Phase 1 and Phase 2 are independent of each other.	-
2			Have the 10-12 airports already been definitively selected? If not, do we have to follow the phase 1 sampling strategy?	The 10-12 airports have not been definitely selected. Sampling strategy as per RFP to be followed.	-
3			For the finance part, do we also have to look at the future provisions or only at current provisions?	Yes, the finance will look at current and future provisions.	-
4	11	Financial Proposals: The Agency shall submit their financial proposal in the form of a single figure that	The Section II: General Conditions of Contract (On page	Bidders should budget assignment-related expenses (including field	-

		would indicate the total cost of the entire project including all costs associated with the project and taxes as per clause 10 below. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.	64) talks about the reimbursable expenses which are defined as assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract]. The project would also require field visits by the professionals of the agency, which involve travel, accommodation and other out of pocket expenses. Please clarify whether such expenses would be reimbursed on actuals or if the financial proposal should be inclusive of such expenses.	visits) as part of their financial proposal.	
5	15	Date & time and address for submission of proposals/bids: Date: 30 JULY 2021	Considering the nature and the size of the opportunity, the agencies may be required to suitably collaborate to bring out the best set of capabilities in order to successfully undertake this engagement. The identification and association with suitable partner is generally a time- consuming process, hence, we request for extension in the bid submission date by at least 2 Weeks. This would also help the bidders to carefully take into	Accepted. Last date of submission: 5 September 2021	Corrigendum Point 1

			consideration the responses of CDRI on all the pre-bid queries.		
6	16	Pre-qualification Documents: (PDF/ Folder A) 1. PQ1: Power of Attorney to sign the Proposal 2. PQ2: Affidavit certifying that Agency (consulting firm)/ director(s) of consulting firm are not blacklisted 3. Registration / incorporation documents 4. Documents of association / consortium / joint venture 5. Year-wise annual turnover details for the last 3 financial years (from 2017-18) with supporting documents.	Our understanding is that the Pre-qualification documents are to be submitted only with respect to the lead firm in the case of a consortium. Please confirm if our understanding is correct.	Yes, pre-qualification documents only asked of for lead firm when applying in the case of a consortium.	-
7	16	Agency to state the cost in Indian Rupees and US dollars	Kindly suggest if we should consider the conversion rate as on the date of publish of this tender. Alternatively, please advise the conversion rate to be used.	Please consider the conversion rate as on the date of publishing of this tender.	-
8	16	Bids should be prepared with soft/scanned copies of all necessary documents and converted into four separate PDF files – each having different passwords. File must be named as given below. The three PDF should be put in a single zip file and	Our understanding is that cloud service is to be used only if file size doesn't permit sharing as email attachments. Please confirm if our understanding is correct.	This is correct. Proposals to be submitted at the email ID specified in data sheet.	-

		uploaded onto any cloud service and the download link should be sent to the email, by the last date, given in this Data Sheet.			
9	42	Scope of Work: It is also understood that different airports are exposed to risks emanating from a range geophysical and hydro- meteorological hazards.	It is understood that for the purposes of this study, disasters primarily refer to geophysical and hydro-meteorological hazards including wind, cyclone, typhoon, flooding, earthquake, bushfires, seismic etc. Please confirm. Please clarify if the study would include the assessment of future trends such as focus on decarbonisation and technological changes.	The focus of the study primarily refers to geophysical and hydro-meteorological hazards and climate risks including wind, cyclone, typhoon, flooding, earthquake, bushfires, seismic etc.	-
10	44	CDRI will establish a core Steering Committee (SC) from member countries and subject experts to contribute to provide overall guidance and approval of the deliverables across the following activities.	It is believed that the deliverables will not be shared with third parties without the Agency's consent. Please confirm.	As per RFP, all Intellectual Property arising from this assignment belongs to CDRI. It does not need the Agency's consent to share deliverable with a third party.	-
11	44	This sampling and research methodology will require SC approval before progressing to the next stage.	We request the client to limit the channel through which the comments will be provided to us i.e. a single channel where comments are consolidated and then shared with us. This will help prevent duplicate and conflicting comments.	CDRI will establish and coordinate all activities related to the Steering Committee.	-

12	44	<p>Desktop Research of Airports: The contracted entity will review existing aviation sector policy and regulatory frameworks, hazards analysis and existing resilience measures, undertake deeper sector analysis of main investment and non-investment bottlenecks, and identify overall sector growth strategy, policy frameworks and investment programs.</p>	<p>We understand that the said research is to be carried out to the extent such relevant information is available in the public domain and the details/ documents shared by the client and concerned stakeholders during the initial stages of the engagement. Please confirm.</p>	<p>Yes, the consultant is expected to use relevant information available in the public domain.</p>	-
13	45	<p>The contracted entity will be responsible for all organisation, facilitation, and collection activities and will need to identify appropriate forums and methods for the consultation process including virtual consultations, in-person consultations and field visits.</p>	<p>We believe that while the agency would be responsible for the action required for obtaining requisite details/ organizing meetings, etc. but the CDRI's active involvement would be necessary to successfully obtain data/ organize meetings in a timely manner, as the stakeholders are believed to be more welcoming and have better comfort when the CDRI is involved. Therefore, we would request active support from CDRI such as providing the letter of authorisation, sharing references, telephonic discussions with concerned stakeholders/ sending emails, etc. as required (with Agency's assistance).</p>	<p>CDRI will provide letter of authorization and share references, where available. However, as per RFP, the agency would be responsible for the action required for obtaining requisite details/ organizing meetings etc.</p>	-

14		<p>Focus Group Discussions (FGD): It is expected that interviews and focus group discussions will happen in-person. A team of Agencies (including senior personnel) are expected to conduct field-visits to all the airports. The expected time for such field visits is shared in the table below.</p>	<p>While we understand that the interviews and focus group discussions are expected to be conducted in-person, there are some uncertainties and restrictions caused by the COVID-19 pandemic related to travel and physical meetings. We hope CRDI would allow the use of online mediums in the event in-person meetings are not feasible owing to such restrictions. Please confirm.</p>	<p>As per RFP. In the event that in-person meetings are not possible due to COVID related restrictions, use of online mediums will be considered on a case-by-case basis.</p>	-
15		<p>Staffing Requirements (Finance Expert): Master’s in economics/Finance or related field.</p>	<p>Considering the expectations from the Finance Expert, vis-à-vis the scope of work, we request CDRI to also consider MBA/PGDM in Finance as the academic requirement for the Finance Expert. Accordingly, the revised language proposed is as follows: Master’s in economics/Management/Finance or related field</p>	<p>Accepted.</p>	<p>Corrigendum Point 2</p>
16		<p>Sample selection of airports The list will be finalized with approval of CDRI. While CDRI will try to get the airports on board for the studies directly and through its members / partners, the primary responsibility of getting the airports on board will lie with the</p>	<p>While the agency will provide all necessary support, we request CDRI to play a lead role in getting the airports on board since the airports would be more recipient to the requests of a multi-stakeholder partnership like CDRI than to the agency.</p>	<p>As per RFP</p>	-

		agency. CDRI will not be responsible for getting consent and data, documents etc. from the airports	Also, the airports are not bound to provide any data to the agency, therefore we request CDRI's help in obtaining the necessary information.		
17		All work products created or produced by the Agency under the ToR shall be considered Public Information, and in a legal sense treated the same as information generated by public entities. The Agency will not own work products created under the ToR, nor possess particular or exclusive usage rights to those work products and may not use the work products in any manner apart from the ToR except as provided by public policies governing the use of open data.	We understand that the work product refers to the reports to be submitted by the Agency. Further, if the same is to be treated as information generated by public entities, the said information shall not be released under the logo of the Agency or in reference with the work done by the Agency and that client shall take full liability of such release of information under the client's logo. Kindly clarify	Accepted. This clause now stands deleted from the RFP.	Corrigendum Point 3
18		Thus, the logistics costs of the workshops will be reimbursed as on actuals basis.	We understand that the logistics costs which will be reimbursed by the client will include travel/boarding/lodging expenses for the professionals from the agency and other venue/logistics related expenses for organising workshops. Please confirm	This understanding is correct. For every workshop, a cost-estimation will need to be submitted that CDRI will approve on a case-by case basis.	-
19		Liquidated Damages: The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of	We request CDRI to cap the liquidated damage/penalties cumulatively to 5% of the total contract value.	Not accepted.	-

		<p>the contract as specified in Appendix D. The overall liability under the engagement not to exceed the fees paid to Agency hereunder without any exceptions. Also, the Agency shall not be liable for indirect/consequential losses of any nature whatsoever.</p>	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>		
20		<p>Restrictions due to COVID 19.</p>	<p>We request the Authority to include appropriate language on the lines below (sample): “If there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.”</p>	<p>COVID (pandemic) is already covered under Force Majeure.</p>	-

21		Confidentiality	<p>We request CDRI 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. You are therefore requested to kindly include the following clause: 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>Suggested amendments cannot be allowed.</p> <p>All information, data belonging to CDRI that is Confidential cannot be allowed disclosure for the Other Party's internal purpose. Regarding regulatory requirements, confidentiality will not stand in the way. In any case, regulatory authorities will not ask for confidential information (IPR, proprietary data, fee quotes, modules etc.) and no information required by Regulatory authorities (Government authorities) can ever be confidential.</p>	-
22		Cessation of Rights and Obligations	<p>We request you to reduce the survival period of confidentiality obligations to one-year post expiry or termination.</p>	<p>Not accepted. Confidentiality cannot be limited to only one year post termination of the contract.</p>	-

23		Surrender of Material upon Termination of Agreement	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.	Not accepted. Confidential information, by its nature cannot be retained by a Party to whom it does not belong, unless a separate agreement is signed between the parties upon termination of the contract.	-
24		Confidentiality	Given the nature and scope of the opportunity this would be a prestigious project. If awarded, we would like to showcase this project in our future proposals. We request the client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	Accepted	Corrigendum Point 7.A
25		Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 7.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.	We request you to permit variation in payments under this Contract in an event there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. GST or any such applicable tax from time to time	Kindly refer to the clause 6.2 of GCC.	-

26		<p>Indemnification: The Agency shall always indemnify and keep indemnified the CDRI against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project</p>	<p>We request CDRI to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any</p>	Not accepted.	-
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			<p>product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:</p> <p>i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p>		
27		<p>Indemnification: The Agency shall at all times indemnify and keep indemnified the CDRI/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or</p>	<p>We request CDRI to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement</p>	Not accepted.	-

		suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.			
28		Indemnification	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. We request CDRI to make indemnities subject to final determination by court/arbitrator, since this is also the industry standard and prescribed by MeitY in its guidelines.	Not accepted. In case of any disagreement, settlement can be done as per the clauses under section 9 of GCC.	-
29		Intellectual Property	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 the client just because we are using them for providing services to CDRI, 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	IPR Clauses are revised.	Corrigendum Point 7.B

			<p>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>		
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30		Risks and insurance coverage	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	. Accepted.	-
31		<p>Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the CDRI and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Amendment Act, 2019 as may be amended from time to time. Such disputes shall be referred to a sole Arbitrator mutually amended by the Parties. In case of failure of the appointment of the Sole arbitrator, the matter will be decided in accordance with</p>	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in one's 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.	Clause revised.	Corrigendum Point 7.C

		the provisions of the Arbitration Act 2019.			
32		Accounting, Inspection and Auditing	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	Not accepted.	-
33		Cessation of Rights and Obligations	We request you consider that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Agreed. Clause revised.	Corrigendum Point 7.D
34		Third Party Disclaimers	We will be providing services and deliverables to CDRI under the contract. We accept no liability to anyone, other than CDRI, in connection with our services, unless otherwise agreed by us in writing. You agree to	The clauses related to third-party will only be invoked if it is in relation with the Agency' service to CDRI.	-

			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.		
35		Acceptance Criteria– There is no acceptance criteria in the RFP	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. Hence, a structured acceptance process should be incorporated in the contract such that our draft deliverables are evaluated in a timely manner by the client. 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. You 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</p>	Please refer to the clause 7.3.b and 7.3.d.	-

			<p>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>Further, the number of rounds for the procedure for attaining acceptance and iterations thereof for the Agency's deliverables are suggested to be limited to two rounds.</p>		
36		<p>Pre-qualification Documents: (PDF/ Folder A): 2. PQ2: Affidavit certifying that Agency (consulting firm)/ director(s) of consulting firm are not blacklisted</p>	<p>We request you to revise the pre-qualification regarding backlisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Alternatively, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.</p>	<p>A self-certifying letter signed by the authorized signatory can be accepted for affidavit certifying that Consultant (consulting firm)/ director(s) of consulting firm are not blacklisted.</p>	-

37		Obligations of the Agency	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note 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.	Accepted	-
38		<p>Clause 15 - Proposal Evaluation</p> <p>Clause 17.1 - Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of CDRI's antifraud and corruption policy</p>	From transparency perspective, we request you to disclose the Technical Score to the technically qualified bidders, before opening and evaluation of financial proposals	Disclosing technical scores are not part of CDRI policy.	-

39		<p>Page 18-19 - *Onus of providing proof of >50% completion lies with the Agency. Decision of Core Committee shall be final.</p> <p>Page 26 - Note: Please provide documentary evidence from the client i.e. copy of letter of award or contract or work order or completion certificate for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.</p>	<p>Generally, it is difficult to get the certificate for work in progress/work completion from Government clients including International clients, we request you to allow us to submit self-certificate, certifying that Agency has worked on the specific project or completed > 50% of the assigned work (in case of work in progress).</p>	<p>Accepted. Agency may submit self-certificate for projects where >75% work has been completed.</p>	-
40		<p>Data Sheet, Point no 17 Method of Selection: 75 % weightage will be awarded for Technical Proposal and 25 % weightage will be awarded for Financial Proposal</p>	<p>Considering the nature of project, we understand that bidder's past experience, implementation approach and key resources are very critical for successfully implementing the project. We request you to change the weightage given to the Technical Proposal and Financial Proposal, from 75:25 to the 80:20 (80 %weightage to the Technical proposal and 20 % to the financial proposal)</p>	<p>As per RFP</p>	-
41		<p>Data Sheet, Point no 16 Evaluation Criteria for Technical Bids:</p>	<p>Following evaluation criteria for technical bids is given in the RFP 1. Consultancy Firm's specific experience - 30 Points</p>	<p>As per RFP.</p>	-

		<p>Consultancy Firm's specific experience - 30Points</p> <p>Qualifications and relevant experience of Key Staff - 30 Points</p> <p>Methodology - 40 Points</p>	<p>2. Qualifications and relevant experience of Key Staff - 30 Points</p> <p>3. Methodology - 40 Points</p> <p>However, we feel that 40 points allocated for methodology is too subjective from transparency perspective and considering the project is highly technical in nature and key staffs are crucial for successful implementation of the project. We would like to suggest that Technical points for "Qualifications and relevant experience of Key Staff " should be given more weightage than the Methodology.</p> <p>We would request you to change the Technical Evaluation point criteria as per following:</p> <p>1. Consultancy Firm's specific experience - 30 Points</p> <p>2. Qualifications and relevant experience of Key Staff - 50 Points</p> <p>3. Methodology - 20 Points</p>		
42		<p>Number of completed / ongoing (>75%) projects Disaster Risk Management including risk assessment for the airport sector or other critical infrastructure*</p>	<p>In Data Sheet Point No. 16, table for Evaluation Criteria for Technical Bids, in Consultancy Firm's specific experience, it is mention that Number of completed / ongoing (>75%) projects Disaster</p>	<p>Agency is expected to submit projects which are >75% completed.</p>	<p>Corrigendum Point 4</p>

			<p>Risk Management including risk assessment for the airport sector or other critical infrastructure, however, in the note below it is mentioned that onus of providing proof of >50% completion lies with the Agency.</p> <p>We assume that 75% is the typographical error and we can submit projects which are >50% completed and provide proof of the same. Kindly clarify</p>		
43		Number of completed / ongoing (>75%) projects in the airports sector within India	<p>In Data Sheet Point No. 16, table for Evaluation Criteria for Technical Bids, in Consultancy Firm's specific experience, it is mention that Number of completed / ongoing (>75%) projects in the airports sector within India, however, in the note below it is mentioned that onus of providing proof of >50% completion lies with the Agency. We assume that 75% is the typographical error and we can consider projects which are >50% completed and provide proof of the same. Kindly Clarify.</p>	Agency is expected to submit projects which are >75% completed.	Corrigendum Point 4
44		Number of completed / ongoing (>75%) projects in the airports sector Internationally	<p>In Data Sheet Point No. 16, table for Evaluation Criteria for Technical Bids, in Consultancy</p>	Agency is expected to submit projects which are >75% completed.	Corrigendum Point 4

			<p>Firm's specific experience, it is mention that Number of completed / ongoing (>75%) projects in the airports sector internationally, however, in the note below it is mentioned that onus of providing proof of >50% completion lies with the Agency. We assume that 75% is the typographical error and we can consider projects which are >50% completed and provide proof of the same. Kindly clarify</p>		
45		<p>Experience of providing consultancy services in Financing of Airports or other critical infrastructure</p>	<p>For experience of providing consultancy services in Financing of Airports or other critical infrastructure, can we submit projects which are > 50% completed or only fully completed projects will be considered. Kindly clarify</p>	<p>Yes, projects which are >75% completed can be submitted.</p>	<p>Corrigendum Point 5</p>
46		<p>4. Staffing Requirements</p> <p>Team Leader (TL) / Project Manager (PM)</p> <p>Minimum relevant work experience - 20 years</p>	<p>Considering that kind of experts available across consultancy firms for relevant work, we are of the opinion that experts with more than 15 years of requirements would be able to successfully undertake the project.</p> <p>Hence, we request you lower the Minimum relevant work experience for Team Leader (TL)</p>	<p>As per RFP</p>	<p>-</p>

			/ Project Manager (PM) from 20 to 15 years		
47		4. Staffing Requirements Airport Infrastructure expert (Deputy TL/PM): Minimum relevant work experience - 15 years	Considering that kind of experts available across consultancy firms for relevant work, we are of the opinion that experts with more than 10 years of requirements would be able to successfully undertake the project. Hence, we request you lower the Minimum relevant work experience for Airport Infrastructure expert (Deputy TL/PM) from 15 to 10 years.	As per RFP	-
48		PQ 1: Format for Power of Attorney for Signing of Application	Due to ongoing COVID 19 pandemic, it is challenging to get notarized Power of Attorney in Format given in RFP (PQ 1) with signature of people across location. We request you to allow us to submit the standard Power of Attorney issued by our firm in the name of signing authority along with board resolution/board meeting minutes	Accepted	-
49		PQ2: Format for affidavit certifying that Agency (consulting firm)/director(s) of consulting firm are not blacklisted	Due to ongoing COVID 19 pandemic, it is challenging to get notarized PQ2, We request you to allow us to submit self certifying that Agency (consulting	A self-certifying letter signed by the authorized signatory can be accepted for affidavit certifying that Consultant	-

		(On a Stamp Paper of relevant value) Affidavit	firm)/ director(s) of consulting firm are not blacklisted	(consulting firm)/ director(s) of consulting firm are not blacklisted.	
50		Limitation of Liability	<p>We request you to include the following clause under Limitation of Liability:</p> <p>The Client shall not recover from the Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Agency, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	Not accepted.	-
51		Confidentiality	We request you to include the following clause under Confidentiality:	Not accepted.	-

			<p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations</p>		
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			shall be valid for a period of 3 years from the date of termination of this Agreement."		
52		Termination	<p>We request you to include the following clause under Termination clause</p> <p>Agency may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Agency reasonably determine that Agency can no longer provide the Services in accordance with applicable law or professional obligations</p>	Not accepted.	-
53		Intellectual Property Rights	<p>We request you to include the following clause under Intellectual Property Rights:</p> <p>Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Agency own in performing the Services. Notwithstanding the delivery of any Reports, Agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the</p>	Please refer to the revised IPR clauses.	Corrigendum Point 7.B

			Services), and in any working papers that Agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.		
54		Force Majeure	<p>We request you to include the following clause under Force Majeure clause:</p> <p>(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (ii) Where Agency Personnel are required to be present at Client's premises,</p>	<p>Not accepted. Force Majeure clauses mentioned in the draft contract are sufficient to deal with such issues and have already covered the points suggested.</p>	-

			Agency will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an Agency resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.		
55		Data Sheet, Point No 5 Date & time and address for submission of proposals/bids: Date: 30 JULY 2021 Time: 23:59 HRS (IST)	We request that post issuance of clarifications, bidders should be given at least 3 weeks to complete all their administrative formalities and submit their bid.	Covered in Point No 5.	-
