

**Corrigendum-I**

**Subject: Request for Proposal (RFP) for the Evaluation Study of Regional Connectivity Scheme-regarding.**

1. This Corrigendum forms an integral part of the above RFP
2. Pursuant to the release of the RFP for engagement of a Consultancy Firm for the Evaluation Study of Regional Connectivity Scheme issued by DMEO, NITI Aayog on 04.07.2023, following are the amendments in the RFP. The deletions in the earlier text of the RFP are indicated as strikethrough and the additions are underlined.

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1	TOR section 5.3	<p>5.3 Timelines for the above deliverables and activities are given in below table.</p> <p><i>Table 5: Timeline for Project Execution</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S.N.</th> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Deadline</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">Award of Contract</td> <td style="text-align: center;">T  (Date of signing of contract)</td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">Submission of Inception Report</td> <td style="text-align: center;">T+ 30 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td style="text-align: center;">Comments by DMEO on Inception Report</td> <td style="text-align: center;">T+ 35 days</td> </tr> <tr> <td style="text-align: center;">4.</td> <td style="text-align: center;">Finalization of Inception Report after incorporating DMEO's comments</td> <td style="text-align: center;">T+40 days</td> </tr> <tr> <td style="text-align: center;">5.</td> <td style="text-align: center;">Approval of Inception Report by DMEO</td> <td style="text-align: center;">T+45 days</td> </tr> <tr> <td style="text-align: center;">6.</td> <td style="text-align: center;">Preparation of CAPI tools and completion of Pilot</td> <td style="text-align: center;">T+55 days</td> </tr> <tr> <td style="text-align: center;">7.</td> <td style="text-align: center;">Submission of Mid Term Report</td> <td style="text-align: center;">T+ 90 days</td> </tr> <tr> <td style="text-align: center;">8.</td> <td style="text-align: center;">Comments by DMEO on Mid Term Report</td> <td style="text-align: center;">T+95 days</td> </tr> <tr> <td style="text-align: center;">9.</td> <td style="text-align: center;">Finalization of Mid Term Report after incorporating DMEO's comments</td> <td style="text-align: center;">T+100 days</td> </tr> </tbody> </table>	S.N.	Activity	Deadline	1.	Award of Contract	T  (Date of signing of contract)	2.	Submission of Inception Report	T+ 30 days	3.	Comments by DMEO on Inception Report	T+ 35 days	4.	Finalization of Inception Report after incorporating DMEO's comments	T+40 days	5.	Approval of Inception Report by DMEO	T+45 days	6.	Preparation of CAPI tools and completion of Pilot	T+55 days	7.	Submission of Mid Term Report	T+ 90 days	8.	Comments by DMEO on Mid Term Report	T+95 days	9.	Finalization of Mid Term Report after incorporating DMEO's comments	T+100 days
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3	ToR Section 10: Miscellaneous	<del>The Consultant may have/establish an office in Delhi/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the duration of the project as specified in the Manning Schedule forming part of the Agreement.</del>																		
4	Clause 1.8 of the RFP: Schedule of Selection Process	<p>The Authority would endeavor to follow the following schedule:</p> <table border="1"> <thead> <tr> <th>#</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Proposal Due Date or PDD</td> <td><b>18.08.2023, Friday, 11:00 hours</b> <b>28.08.2023, Monday, 11:00 hours</b></td> </tr> </tbody> </table>	#	Event Description	Date	4	Proposal Due Date or PDD	<b>18.08.2023, Friday, 11:00 hours</b> <b>28.08.2023, Monday, 11:00 hours</b>												
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5	Clause 2.2.4 of the RFP	<u>In case of govt-owned academic institutions in lieu of POA, a letter of authorization duly signed by the competent authority such as Head of the Department, Dean, Registrar, Director etc. will be considered.</u>																		
6	Clause 3.1.2 of the RFP	A Proposal shall be rejected if <del>any</del> three Key Personnel are not eligible. In case the Selected Applicant has one or two Key Personnel who is/are not eligible, she/ they would have to be replaced during negotiations, with better candidate (s) who, in the opinion of the Authority, would be eligible as per the Clause 2.2.2 (D)																		
7	Clause 3.2 of the RFP: <b>Short-listing of Applicants</b>	<p><b>3.2 Short-listing of Applicants:</b> <del>Of the Applicants ranked as aforesaid, not fewer than three (3) shall be pre-qualified and short-listed for financial evaluation in the second stage.</del></p> <p><u>The technical qualified applicants shall be short-listed for financial evaluation in the second stage.</u></p>																		
8	Agreement	<p><b>6.3 Mode of Billing and Payment:</b></p> <p>c) The Authority shall cause the payment due to the Consultant to be made within <del>60 (sixty)</del> <u>45 (forty-five)</u> days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").</p>																		

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9	Form 2: Financial Proposal of Appendix II	<b>Note:</b> 1. The financial evaluation shall be based on the <u>total cost exclusive of GST</u> <del>above Financial Proposal</del>																				
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13	RFP Clause 3.1.4	Provided that the Eligible Assignments have been completed in the <del>5 (five)</del> <u>8 (eight)</u> financial years preceding the PDD															
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15	Terms of Reference Section 2.2.2	<b>Sampling Technique:</b> For the evaluation of selected RCS airports/heliports/water aerodrome random sampling should to be used. The sample chosen should be representative in terms of regional representation (Northern, Western, Eastern, Southern, North East). <del>The sample strategy must include large medium and smaller airport for the selection of the samples. For the heliports/water aerodromes, the airports connected to big airport must be excluded and unsafe airport to be included in the sample.</del> The sample strategy must include airports in geographically difficult locations/terrains. The consultant may suggest an alternative sampling methodology best suited to meet the objectives of the evaluation, which is subject to approval from the DMEO. However, the minimum number of samples is fixed and cannot be modified.															
16	Terms of Reference Section 2.2.2 table 3	<table border="1"> <thead> <tr> <th>S. N.</th> <th>Stakeholders</th> <th>Purpose (Inquiry areas)</th> <th>Type of Instrument</th> <th>Minimum Sample</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>Unsuccessful bidders (Bidding for RCS UDAN routes)</td> <td>Bidding Process</td> <td><u>Virtual</u> KII</td> <td>4</td> </tr> <tr> <td>11</td> <td>Airline Operators</td> <td>Airport performance evaluation  Adequacy of the VGF concessions and bidding process (in case of RCS routes)</td> <td><u>Virtual</u> KII</td> <td>16 (1 per airport)*</td> </tr> </tbody> </table>	S. N.	Stakeholders	Purpose (Inquiry areas)	Type of Instrument	Minimum Sample	8	Unsuccessful bidders (Bidding for RCS UDAN routes)	Bidding Process	<u>Virtual</u> KII	4	11	Airline Operators	Airport performance evaluation  Adequacy of the VGF concessions and bidding process (in case of RCS routes)	<u>Virtual</u> KII	16 (1 per airport)*
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18	RFP Clause 2.1.4 table	<table border="1"> <thead> <tr> <th>S.N.</th> <th>Key Personnel</th> <th>Responsibilities</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader*</td> <td> <p>S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy. S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>• Overall execution of the consultancy assignment.</li> <li>• Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders</li> <li>• Ensure all deliverables and milestones are satisfactorily delivered</li> <li>• Ensure high quality of survey data, statistical analysis, report writing and provide insights from experience in sector projects</li> <li>• Drive discussions with senior officials in the Government at Centre and State levels.</li> </ul> </td> </tr> <tr> <td>3</td> <td>Civil Aviation Specialist</td> <td> <p>S/he will be responsible for:</p> <ul style="list-style-type: none"> <li>• Providing management and operations perspectives on all aspects of the airport evaluation</li> <li>• Drive discussions with senior officials in the Government at Centre and State levels</li> <li>• <del>Leading</del> <u>Conducting</u> KII's with officials, identifying gaps and challenges in issues related to operations, management and development of airports</li> </ul> </td> </tr> </tbody> </table>				S.N.	Key Personnel	Responsibilities	1	Team Leader*	<p>S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy. S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>• Overall execution of the consultancy assignment.</li> <li>• Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders</li> <li>• Ensure all deliverables and milestones are satisfactorily delivered</li> <li>• Ensure high quality of survey data, statistical analysis, report writing and provide insights from experience in sector projects</li> <li>• Drive discussions with senior officials in the Government at Centre and State levels.</li> </ul>	3	Civil Aviation Specialist	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> <li>• Providing management and operations perspectives on all aspects of the airport evaluation</li> <li>• Drive discussions with senior officials in the Government at Centre and State levels</li> <li>• <del>Leading</del> <u>Conducting</u> KII's with officials, identifying gaps and challenges in issues related to operations, management and development of airports</li> </ul>
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S. No.	Clause No.	Provisions in RFP		
<b>Key clauses</b>				
		<u>providing the minimum man hours for the project in India/on-site/physical shall be submitted.</u>		
19	RFP Clause 3.1.4	(i) Civil Aviation related study <del>in India</del> covering a minimum sample size of 800 respondents  <b>OR</b>  (ii) Evaluation studies in transport and allied sector <del>in India</del> covering a minimum sample size of 800 respondents		
20	Appendix-I Form 8	<table border="1"> <tr> <td><del>Was the assignment conducted in India?</del> <u>In which country was the assignment conducted?</u></td> <td>Assignments with GOI/ <u>State Governments of India/UN/Multilateral or Bilateral Agencies</u> in civil aviation or transport sector (Yes/No)</td> </tr> </table>	<del>Was the assignment conducted in India?</del> <u>In which country was the assignment conducted?</u>	Assignments with GOI/ <u>State Governments of India/UN/Multilateral or Bilateral Agencies</u> in civil aviation or transport sector (Yes/No)
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21	RFP Clause 2.13.4	b) Insurance Surety Bond/ <u>Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Bank Guarantee (including e-Bank Guarantee)</u> towards Bid Security or Bid Security Declaration, as required under Clause 2.20 <u>no later than two weeks after</u> <del>on or before</del> the Proposal Due Date.  Kindly note that, the proposal shall be rejected if <u>hard copy of</u> Bid security or Bid Security Declaration is not submitted <del>on or before</del> <u>no later than two weeks after</u> the Proposal Due Date. <del>However, the hard copy of Power of Attorney shall be submitted prior to the award of contract.</del>		
22	RFP Clause 2.20.1	The Applicant shall furnish as part of its Proposal, a bid security of Rs. 3 lakh in the form of Insurance Surety Bond/ <u>Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee (including e-Bank Guarantee)</u> issued by one of the Nationalised/ Scheduled Banks in India in favour of PAO, NITI Aayog payable at New Delhi.		
23	RFP Clause 2.21.2	Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/ <u>Account Payee Demand Draft/ Fixed Deposit Receipt</u> issued by one of the Nationalized/Scheduled Banks in India.		

3. All the other terms and conditions of the RFP shall remain unaffected.

4. The responses to the queries have been enclosed.

### Responses to the Queries

S.N.	Section/Clauses	Query Received	DMEO's response
1.	RFP Clause 2.1.4	I would like to participate as an evaluation expert and my area is Economics. Should I form a team with all members to submit proposal or Can I submit individual proposal.	Please refer to clause 2.1.4 of the RFP which is clear and self-explanatory.
2.	RFP Clause 2.2.2 (D)	We kindly request the Authority to also consider Master's degree (or equivalent) in Business Administration (MBA or equivalent) along with Master's degree (or equivalent) in Operations/Project Management/ or related subject (s). Therefore, the modified Clause may be read as follows: "Minimum Educational Qualifications: Master's degree (or equivalent) in Operations/Project Management/ Management and Business Administration/ or related"	Please refer to Corrigendum I.
3.	RFP Clause 3.1.4	"Evaluation studies in transport and allied sector in India" – We understand from the stated scope that "Evaluation Studies" would also include infrastructure evaluation projects such as feasibility studies, techno-economic commercial reports, DPRs, wherein the viability of infrastructure project has been evaluated.	Techno-economic commercial reports and viability of infrastructure project reports shall be considered as eligible assignments.
4.	RFP Clause 3.1.4	Further, regarding the requirement of minimum sample size of 800 respondents, we kindly request the Authority to consider the experience of undertaking stakeholder consultations, passenger interviews, focus group discussions, primary surveys, etc. in civil aviation / transport and allied sector projects in India rather than the sample size of 800 for minimum eligibility.	Please refer to Corrigendum I.
5.	RFP Clause 3.1.4	We would like to highlight that the period of 5 (five) financial years stated here falls within the COVID-19 pandemic and assignments within the said period were constrained. Since the pandemic reduced the project efficiency due to lockdowns, we kindly request the Authority to consider projects within the last 10 years instead of the stated 5 years.	Please refer to Corrigendum I.
6.	RFP Clause 3.1.4	We also request the Authority to consider ongoing assignments as the Covid-19 pandemic caused delay in commencement of multiple assignments and lead to extension for the same beyond the stipulated timeline.	No change is contemplated.
7.	RFP Clause 3.1.3	We kindly request the Authority to consider the experience of undertaking stakeholder consultations, passenger interviews, focus group discussions, primary surveys, etc. in civil aviation / transport and allied sector projects in India rather than the survey sample size for technical scoring / evaluation. Therefore, the modified Clause may be read as follows:	Please refer to Corrigendum I.



S.N.	Section/Clauses	Query Received	DMEO's response
		"(a) Experience of consultations / surveys in Eligible Assignments: 2 marks for each assignment subject to a maximum of 10 marks"	
8.	RFP Clause 3.1.3	We kindly request the Authority to also consider assignments conducted for State Governments in India as eligible and for scoring / technical evaluation. Therefore, the modified Clause may be read as follows: "(d) 2 marks- At least two eligible assignments conducted for GOI / State Governments of India/ UN / Multilateral or Bilateral Agencies in civil aviation or transport sector (Form 8)"	Please refer to Corrigendum I.
9.	RFP Clause 3.1.3	Request the authority to kindly include article(s) authored by Team Leader and or Deputy Team Leader.	Please refer to the table 3.1.3 of the RFP which is clear and self-explanatory. No change is contemplated.
10.	RFP Clause 3.1.3	Request the Authority to kindly delete this criterion as the value of the assignment has already been established under the definition of Eligible project. The marks shall proportionately be distributed between sub-serial nos. (a), (b) and (d).	Please refer to the table 3.1.3 of the RFP which is clear and self-explanatory. No change is contemplated.
11.	RFP Clause 3.4	Given the nature of this consulting assignment, we request the authority to kindly consider evaluating proposal on QCBS criteria of 80% technical and 20% as financials.	Please refer to the clause 3.4 of the RFP which is clear and self-explanatory. No change is contemplated.
12.	Terms of Reference Section 2	Request the Authority to kindly confirm if MoCA and/ or AAI is onboard with the scope of the assignment and that it and/ or Authority shall facilitate all requisite information and approvals for undertaking stakeholder consultations.	Yes, wherever possible.
13.	RFP Clause 7.3	Request the authority to kindly modify the clause, as below: 7.3 Penalty for deficiency in Services... In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action <del>including debarring for a specified period</del> may also be initiated as per policy of the Authority.	No change is contemplated.
14.	RFP Clause 9.2	Request the authority to kindly modify the clause, as provided below: 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, <del>and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</del>	No change is contemplated.

S.N.	Section/Clauses	Query Received	DMEO's response
15.	RFP Clause 2.9	<p>Request the authority to kindly add the below after Clause 2.9.2 "Notwithstanding the foregoing the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."</p> <p>Request the authority to kindly modify Clause 2.9.2 as provided below 2.9.3 Cessation of rights and obligations ... (ii) <del>the obligation of confidentiality set forth in Clause 3.3 hereof;</del> and (iv) any right or remedy which a Party ay have under this Agreement or the Applicable Law. Request the authority to kindly modify Clause 2.9.6 as provided below 2.9.6 Disputes about Events of Termination If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, <del>and this Agreement shall not be terminated on</del></p>	No change is contemplated.
16.	RFP Clause 3.2	<p>Request the authority to kindly modify Clause 3.2 as provided below 3.2.2 Consultant <del>and Affiliates</del> not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement <del>and after its termination</del>, the Consultant <del>or any Associate thereof and any entity affiliated with the Consultant</del>, as well as any Sub-Consultant <del>and any entity affiliated with such Sub-Consultant</del>, shall be disqualified from providing goods, works, services, loans or equity for any project <del>resulting from or closely directly</del> related to the Services and any breach of this obligation shall amount to a Conflict of Interest provided that the restriction herein shall not apply <del>after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders</del> at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. <del>For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</del></p> <p>3.2.3 Prohibition of conflicting activities Neither the Consultant nor its sub-Consultant, nor the Personnel of either of them shall engage, <del>either directly or indirectly</del>, in any of the following activities:</p> <p>(c) <del>at any time</del>, during the term of this Agreement such other activities as have been specified in the RFP as Conflict of Interest. <del>3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or</del></p>	No change is contemplated.

S.N.	Section/Clauses	Query Received	DMEO's response
		<del>before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.</del>	
17.	RFP Clause 3.3	Request the authority to kindly modify Clause 3.3 as provided below. ... or contractors of the Authority; <del>and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.</del>	No change is contemplated.
18.	RFP Clause 7	Request the authority to kindly modify Clause 7.1 as provided below. 7.1.1 ... the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder upto a maximum of 5% of all the amounts due and payable to the consultant, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement. Request the authority to kindly modify Clause 7.2 as provided below. 7.2 ..., subject to a maximum of 10 5 % (10 5 per cent) of the Agreement Value. 7.2.2 Liquidated Damages for delay ... liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10 5 % (ten five per cent) of the Agreement Value ... Request the authority to kindly modify Clause 7.3 as provided below. 7.3 Penalty for deficiency in Services ... In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debaring for a specified period may also be initiated as per policy of the Authority.	No change is contemplated.
19.	RFP Clause 3.5	Request the authority to kindly modify Clause 3.5 as provided below. 3.5.1 ... insurance against the risks, and for the coverages, as stipulated in the contract or any applicable law including Labour Codes; and at the Authority's request	No change is contemplated.
20.	RFP Clause 3.9	Request the authority to kindly modify Clause 3.9 as provided below. 3.9 Documents prepared by the Consultant <del>to be property of the Authority</del> 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents	No change is contemplated.

S.N.	Section/Clauses	Query Received	DMEO's response
		<p><del>shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Authority reflected in them)</del></p> <p>3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. <del>The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.</del></p> <p>3.9.3 <del>The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.</del></p>	
21.	RFP Clause 2.27	<p>Request the authority to kindly delete Clause 2.27 below</p> <p>Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>	No change is contemplated.
22.	RFP Clause 3.12	<p>Request the authority to kindly modify Clause 3.12 as provided below.</p> <p>3.12 Accuracy of Documents ... Subject to the provisions of Clause 3.4, it shall <del>indemnify</del> be liable to the Authority against any inaccuracy in its work which might surface during implementation of the Project, ....</p>	No change is contemplated.
23.	RFP Clause 3.6	<p>Request the Authority to kindly add the below after Clause 3.6. Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall</p>	No change is contemplated.

S.N.	Section/Clauses	Query Received	DMEO's response
		be subject to the Authority agreeing to maintain confidentiality of these documents. No access to Consultant's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Authority to conduct such audit or request for information shall not be a competitor of the Consultant and shall agree to confidential obligations with the Consultant, for the said purpose	
24.	RFP Clause 3.4	<p>Request the authority to kindly modify Clause 3.4 as provided below.</p> <p>3.4 Liability of the Consultant</p> <p>3.4.1 The Consultant's liability under this Agreement shall be determined by the <del>Applicable Laws</del> and the provisions hereof.</p> <p>3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or <del>likely to accrue</del> due to deficiency in Services rendered by it.</p> <p>3.4.3 The Parties hereto agree that <del>in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property,</del> shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds <del>(a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause</del></p> <p>3.5.2, <del>whichever of (a) or (b) is higher.</del></p> <p>3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p>	No change is contemplated.
25.	New Clause insertion	Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside its organization.	No change is contemplated.
26.	RFP Clause 3.12	<p>We kindly request the Authority to consider the following modification to the subject clause 3.12:</p> <p>3.12 Accuracy of Documents</p> <p>The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates</p>	No change is contemplated.

S.N.	Section/Clauses	Query Received	DMEO's response
		<p>and all other details prepared by it as part of these services. <del>Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice.</del> The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.</p>	
27.	RFP Clause 2.31	<p>We kindly request the Authority to consider the following modification to the subject clause 2.31:             2.31 Proprietary Data            1. Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. <del>All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.</del> The Consultant shall make suitable arrangements for the reservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. <del>The ownership of all such data shall remain with the Authority.</del> All raw data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.</p>	No change is contemplated.
28.	RFP Clause 9.4	<p>We kindly request the Authority to consider the following modification to the subject clause 9.4.2:            9.4 Arbitration            9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with            Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative            Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of            such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.</p>	No change is contemplated.

S.N.	Section/Clauses	Query Received	DMEO's response
		<p>9.4.2 There shall be a sole arbitrator whose appointment shall be made by the Parties with mutual consent or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules</p> <p>9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.</p> <p>9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.</p> <p>9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.</p>	
29.	RFP Clause 3.1.4	Would an organization qualification be considered valid if the consultant submits majorly surface transport related experiences along with Aviation Sector Technical Advisory studies?	Please refer to the table 3.1.4 of the RFP which is clear and self-explanatory.
30.	Terms of Reference Section 2	What is the rationale of including unsafe Airport in the sample? How do we define an Unsafe Airport?	Please refer to Corrigendum I.
31.	RFP Clause 3.1.3	Higher marks to be awarded for Consortium with Academia - Is this a pre-requisite? How much higher marks can one expect if one ties up with academia?	Please refer to the table 3.1.3 of the RFP which is clear and self-explanatory.
32.	Terms of Reference	What are the rationale for arriving at the Minimum sample size and type of instrument per identified stakeholder category.	This has been done based on expert consultations.
33.	RFP Clause 3.1.4	Aviation Sector Traffic Due Diligence Study experiences done in last 10 years may kindly be allowed to submit	Please refer to Corrigendum I.

S.N.	Section/Clauses	Query Received	DMEO's response
34.	Terms of Reference	Can there be a change in payment Terms from the current one?	Please refer to Corrigendum I.
35.	RFP Clause 2.2.2 (D)	We understand that the international experience (relevant schemes in other countries, evaluation and survey methodologies, etc.) would be valuable in view of the project's scope. Therefore, we believe that an international expert as a Team Leader would add a strong value to this project. The Team Leader will be responsible for the coordinated, timely and efficient functioning of the Personnel and execution of the project and he will be supported by the Project Manager (based out of India) to ensure effective day-to-day performance of project activities. Therefore, please suggest if an international expert will be considered eligible for this position.	Please refer to Corrigendum I.
36.	RFP Clause 2.2.2 (D)	In view of the scope of this project, the individuals who have qualified from reputed colleges (like IIT/ IIM or international universities in top 100 global rankings), studied English/ Communication during graduation/ master's degree and have demonstrated experience in publishing project reports, should also be considered eligible for this position. Therefore, we would like to propose the following eligibility criteria for this position: <i>Master's Degree from a reputed university in India (IIT, IIM, or equivalent) or abroad (in top 100 among global ranking), covering subjects in English/ Communication.</i>	No change is contemplated.
37.	RFP Clause 3.1.4	Given the strategic nature of this project and capabilities required esp. related to surveys and stakeholder interactions, the methodologies will be benchmarked to global acceptable standards for Stated Preference (SP) surveys, FGDs, etc. Hence, from project's scope perspective, global experiences also seem relevant.  Therefore, we request the Authority to consider the relevant experience of Applicants in India and other countries as well, for the purposes of bid evaluation.	Please refer to Corrigendum I
38.	RFP Clause 3.1.3	We understand Authority's intent for Applicants to demonstrate experience of working with UN/ Multilateral or Bilateral Agencies. As these agencies execute projects not just in India but internationally too, hence, we hope the Authority would also accept Consultant's experience with these Agencies in countries other than India. Please confirm.	Please refer to Corrigendum I



S.N.	Section/Clauses	Query Received	DMEO's response
39.	Terms of Reference Section 2	We hope necessary support will be extended to the Consultant in organizing these consultations esp. with the government officials/ airlines/ airport operators. Please confirm.	Yes, wherever possible.
40.	RFP Clause 3.1.3	The existing requirement appears stringent, which might leave only few Applicants to demonstrate this experience. Considering the scope of this project, we request the Authority to consider Applicant's reports/ other research published and available in public domain for projects in civil aviation or transport sector, to be eligible under this.	Please refer to table 3.1.3 (b) of the RFP which is clear and self-explanatory. No change is contemplated.
41.	Terms of Reference Section 2	As the virtual meetings (via online platforms) have proved their efficacy in achieving the meeting objectives and enhanced the convenience to e-meet even at a short advance notice, we believe that the Authority would begin in conducting majority of project related meetings virtually. For the key meetings, the in-person meetings can be organized. This would ensure better productivity and time utilization throughout this project. Please confirm.	Please refer to Corrigendum I.
42.	RFP Clause 1.8	As it is a large opportunity and some holidays are falling in between, therefore, we would request you to provide at least 3 weeks after the Authority has released the response to queries. Accordingly, we request the PDD to be 25-08-2023.	Please refer to Corrigendum I.
43.	RFP Clause 2.2.4	With reference to Clause 2.2.4 (Page 17), we request you to allow us to submit a Board Resolution document in place of the Power of Attorney. This Board Resolution document covers the details of the Authorised Signatory for the firm. Unlike some of the other firms, we don't have a Partner but have set of Directors who are designated as Authorised Signatories.	Yes, the original certified copy of a board resolution document can be submitted in this case.
44.	RFP Clause 2.2.4	Power of Attorney is to be notarized?	Yes, power of attorney is to be notarized.
45.	Appendix-I, Form 11	Is it okay if sub consultants can be hired later for the survey? so will it be okay if we do not furnish Appendix I form 11 with the bid?	No change is contemplated
46.	RFP Clause 2.2.2 (D)	Statutory Auditor signed turn over doc for last 3 year till 2021-2022- one year is missing in the series as in RFP.	Please refer to the footnote, page 16 of the RFP-Considering the adverse economic impact of the Covid-19 pandemic, FY2020-21 has been excluded from Financial

S.N.	Section/Clauses	Query Received	DMEO's response
			Capacity criteria under "Condition of Minimum Eligibility of Applicants"
47.	RFP Clause 2.20.1	Will academic institutions have to submit the bid security? Can bid declaration form suffice from academic institutions?	Please refer to clause 2.20.1 of RFP which is clear and self-explanatory.
48.	Terms of Reference Section 2	What is the definition of small, medium, and large airports?	Please refer to corrigendum I
49.	RFP Clause 2.2.2 (D)	What does the eligibility criteria given in Clause 2.2.2 (D) means in terms of Junior Researcher and Content Editor as these Key Personnel would not be scored. Are these key personnel are considered in Other Professional Personnel.	It is to clarify that the junior researcher and content editor will not be considered for scoring. In case these personnel are not found to be eligible, then these personnel will be replaced as per clause 2.25.2 of the RFP, in case the applicant gets selected.
50.	RFP Clause 3.1	What happens when junior researcher and content editor are not found to be eligible. Will the applicant's proposals be rejected.	No, the proposal will be evaluated as per clause 3.1.
51.	RFP Clause 2.2.2 (D)	Is it mandatory to submit the CVs of junior researcher and content editor?	Yes, the applicant is required to submit the CVs for all the personnel as per clause 2.2.2 (D)
52.	RFP Clause 3.1.2	Request the Authority to please clarify the following statement in clause 3.1.2 of the RFP- "A Proposal shall be rejected if any three Key Personnel are not eligible." Here, three key personnel are considered out of the 4 key personnel who are being scored or total 6?	Please refer to corrigendum I
53.	Bid security	Will the proposal be accepted if hard copy of bid security is not received by the Authority prior to PDD?	Please refer to corrigendum I