



Airports Economic Regulatory Authority of India
AERA Building, Administrative Complex,
Safdarjung Airport, New Delhi- 110 003.

AERA/20010/RFP/Major Airports/2020-21

Dated 30.08.2020

Pre-Bid Conference Held on 28.08.2020; 1100 hours

Response to Bidders Query

Attention of all concerned is invited to RFP No.: 01/2020-21(Limited Tender for empanelled Consulting Agency in Category-‘A’ of AERA) dated 14.08.2020 with the subject mentioned as “Request For Proposal For Engagement of Consultants To Assist The Airports Economic Regulatory Authority of India (AERA) In Determination of Tariffs for Aeronautical Services at Various Major Airports for Third Control Period (01.04.2021 to 31.03.2026).”

Note: Bank details to remit EMD through RTGS/NEFT in addition to DD/BG:

Name :- Airports Economic Regulatory Authority of India
Bank Name : ICICI bank
Account No. :- 000705041063
IFS code:- ICIC0000007
9A, Phelps Building, Inner Circle
Connaught place, New Delhi 110001

Proposed Clarifications of Bidders Queries

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
PKF	1.	2	2.6.1 (d) - Conditions of eligibility-	The Team Members viz. Sr. Specialist / Team Leader, Sector Experts including Aviation and Legal Experts and Data Analyst should be below the age of 70 years as on the proposal due date.	Majority of the firms applying for the tender would be associated with various aviation and legal consultants with rich experience of about 40 to 50 years. In order to bring in the best ideas and suggestions while determining tariff for these major airports, we submit that the age criteria may be relaxed to 75 years.	Original clause is retained with no change.
	2	2	2.6.1 (e) - 5	Legal expert should have relevant experience in the regulatory frame. Preference will be given having experience in Airport Sector.	Condition of preference to legal experts with experience in aviation sector may be relaxed. A legal expert with wide experience in various fields including infrastructure and PPP related engagements would be able to provide suggestions based on their experience of best practices in various fields.	Legal expert should have relevant experience in the regulatory body preferably in Aviation Sector.
	3	2	2.6.1 e) 6.	B.E / <u>B.Tech/MCA/MBA</u> (IT)	Range of Qualification of data analyst may be increased to include Bsc / Msc with Mathematics and Statistics and other certification courses from reputed institutions.	“The qualification of Data Analyst is revised as B.E/ B.Tech / MCA/ MBA (IT)/ B.Sc / M.Sc. with Mathematics and Statistics”

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	4	2	2.9.1 - Conflict of interest	In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s), or Independent Service Provider(s), as applicable, it shall be treated as direct conflict of interest.	We seek clarification on whether providing tariff related advisory service to any major airport would be treated as direct conflict of interest or whether providing tariff related advisory service to either BIAL, HIAL or CIAL would make that consultant ineligible to apply for consultancy to AERA on tariff matters for that respective airport. In short, if a consultant is providing tariff related advisory service to say CIAL, can the consultant apply for this engagement for BIAL and HIAL?	In case the applicant is providing advisory services as on date of issue of this RFP i.e. 14.08.2020 on tariff matters in any particular airport or providing advisory services on tariff related matters to the ISP's (wherein the Airport Operator having shareholding in that particular ISP) shall be treated as Conflict of Interest for that Airport.
	5	Schedule -I	8. Schedule I : 3 (vi) - Scope of work	Examine and recommend efficient costs for O&M as part of tariff determination process.	Can the guidelines given as part of DIAL CP be adopted as this process would be an involved exercise and it may not be possible to combine this exercise with tariff determination process	Original clause is retained with no change.
	6	Schedule -I	8. Schedule I : 3 (v)	Asset / OPEX segregation between Aero and Non Aero	Can the guidelines given as part of DIAL CP be adopted as this process would be an involved exercise and it may not be possible to combine this exercise with tariff determination process	Original clause is retained with no change.

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Deloitte	1	2	2.1	The Selected Applicant shall also assist AERA in “Appeals” and “Legal Cases” against the Orders of the Authority to the extent of the scope of work under this RFP.	The clause mentioned alongside is open-ended, and may be construed to include legal services such as preparing filings for legal proceedings and appearance in court on behalf of AERA. Based on the intent of this clause, we would request the AERA team to explicitly confirm that the assistance required by AERA would be confined to discussing / providing context to AERA’s legal team on the issues raised by the airport operator based on the context gained during the tariff determination engagement, and would exclude legal services, such as preparing submissions and appearance in courts on behalf of AERA. We request AERA team to appreciate that this has a significant bearing on defining the scope boundary for the legal consultants and given the lump sum nature of financial proposal, does not give us any ability to estimate the efforts required.	The selected Consulting Agency shall advise and provide the necessary Technical assistance, to the Legal Counsel/ Legal Team of AERA, related to the tariff order arising from this RFP.
	2	2	2.1.1 & 2.2.2	Assist the Authority in appeals against the orders of the Authority till the	Under the risk protocols which consulting firms may have, it may not be possible for them to provide	Clause 2.2.2(c) is revised as “The Performance Guarantee shall be

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				<p>completion of the 3rd Control Period.</p> <p>The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation arising thereof to the extent of the scope of work of the assignment.</p>	<p>a blanket undertaking to assist a client for a period of five years. Based on our experience on other engagements, we would suggest AERA to specify the maximum duration of the assistance in number of days, which would be included within the bid quoted by the Consultant. This would help all the bidders subsume the cost of this assistance in their bids, in a more equitable manner, and help AERA get the most competitive cost. In case AERA requires assistance beyond the prescribed number of days, we request AERA to compensate the Consultant on a pro-rata basis for such additional days as AERA may require, based on the quote for the engagement. Alternatively, we request AERA to consider a shorter period of support for about 1 year from the issue of the tariff order, till when the performance guarantee is released.</p>	<p>refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation related to the tariff order arising from this RFP.”</p>
	3	1.6	Delivery Schedule	The Selected Consultant shall be given a period of 4 Months to “accomplish the assignment from the date of allocation of the	Internationally, tariff determination exercises under a Price Cap regime takes around 1.5 – 2 years for each airport. Even in the Indian context, based on the practical challenges	The Para is revised as “The Selected Consultant shall be given a period of 5 Months to “accomplish the assignment from the date

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				<p>assignment/proposal of the respective Airport Operator”.</p> <p>a) Work awarded to be started within 7 (seven) days of the date of signing of the Agreement or such other date (handing over of MYTP) as may be mutually agreed.</p> <p>b) Within next 15 days to collect information / records from Airport Operator and submit preliminary study of the airports awarded.</p> <p>c) Within next 30 days draft Consultation Paper to be submitted along with presentation to the Authority.</p> <p>d) To submit analysis of the comments raised by stakeholders on the Consultation Paper within 1(One) week of last date of submission of written comments or Consultation meeting, whichever is later.</p> <p>e) Submit draft order within 15 days after submission of “d” above.</p>	<p>faced during the tariff determination process which includes multiple rounds of MYTP submissions made by airport operators, time taken by the airport operator to meet AERA’s requirement for additional information, multiple rounds of iterations for follow on queries and discussions on the same, time taken by airport operators to arrange for auditor’s certificates supporting their submissions, requirement of technical studies (if any) commissioned by AERA, among others, we have experienced that such engagements usually take between 1 to 2 years. Hence, the proposed timelines of 4 months for undertaking tariff determination for such major airports is extremely challenging. Accordingly, we request the AERA team to provide a higher duration of the consultancy, which is in line with international practices of 1 to 2 years.</p>	<p>of allocation of the assignment/proposal of the respective Airport Operator”.”</p>
	4	2.5	Compositi on of the	Sector Experts (Minimum three experts)	We would request AERA to clarify which three of the four Sector	Normally 5 key personnels i.e. Sr. Specialist/Team

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			team	The sector experts will bring in aviation sector experience including Aviation, Finance, Legal and Data Analyst to the team and be responsible individually for work relating to their respective field of expertise.	Experts are mandatory for the bid to be valid.	Leader including 4 Sector Experts namely finance, aviation, legal and data analyst are mandatory. However, any Sector expert on the role of the applicant firm can also be a team leader subject to meeting the eligibility criteria of Team Leader.
	5	2.6.1 & 3.1	Conditions of Eligibility read along with Technical proposal evaluation	Junior Specialist Post Graduate (Finance /Economic) 2 Years	The requirement for a Junior Specialist has been mentioned in the Eligibility Section, however, this position hasn't been allotted any marks for proposal evaluation. Furthermore, Clause 2.5 on team composition mentions that that the proposed team must have 1 Senior Expert and 3 Sector Experts, once again not mentioning the requirement of the Junior Expert. We would request the AERA team to clarify whether the Junior Expert is a mandatory requirement for the bid to be valid.	Junior Expert is not a mandatory requirement. However, applicant firm can engage junior member in the team as per their requirement and discretion.
	6	2.12.2 & 2.12.3	Format and signing of proposal	The Applicant shall prepare one original set of the Technical Proposal for the respective Assignment (together with originals/	As a result of the Covid-19 pandemic, and lockdowns imposed in various parts of the country, practitioners in consulting firms may have limited access to their	As per provisions contained in the tender document.

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				<p>copies of Documents required to be submitted therewith pursuant to this RFP) clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Technical Proposal, along with documents, marked "COPY". In the event of any discrepancy between the Original and its copies, the Original shall prevail. It is clarified that the Technical Proposal marked "ORIGINAL" only shall be considered for the purpose of scrutiny and evaluation.</p> <p>The Proposal marked "ORIGINAL" shall be signed by the Authorized Signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed in blue ink by the person(s)</p>	<p>office infrastructure. Most public sector entities today are therefore accepting bids through online portals / e-mails. We request AERA to accept an online submission for bids through portal / e-mail.</p>	

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				<p>signing the Proposal. The Proposals must be properly signed in blue ink by the authorized representative (the “Authorized Representative”) as detailed below:</p>		
	7	4.1.1	Payment schedule	<p>If due to any reason, work / assignment is not completed within the stipulated timeframe, AERA may at its discretion extend the last date of completion of work without any financial implication to AERA. Delay in submission of assignment attributable to the selected consultant firm with make them liable for action(s) given in Para 5 “Liquidated Damages and Penalties” (para 5.4). Decision of AERA in this regard shall be final and binding on the consultant firm.</p>	<p>We request AERA to provide the consultant an opportunity to explain the reasons for delay before it takes a decision on whether Liquidated Damages / Penalties need to be imposed on the Consultant.</p>	<p>Refer Clause 5.4 which clearly stipulates that “In case of delay in completion of the work as specified in the delivery schedule, the Consultant shall be liable to pay Liquidated Damages/ Compensation for Delay not exceeding an amount equal to 1% (one percentage) of the total value of the Agreement per week, subject to a maximum of 10% (ten percentage) of the total value of the Agreement. AERA will take into consideration the reasons for delay, if any, while imposing Liquidated Damages on the selected Applicant. However, in the event of delay caused due to reasons beyond the</p>

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						control of the Consultant, AERA may, in its sole discretion, consider granting of appropriate extension of time, without imposition of Liquidity Damages/Compensation for Delay.”
	8	3.1	Technical proposal evaluation	<p>AERA proposes to allot marks based on the number of years of experience of the key personnel as given below:</p> <p>Sr. Specialist: 10-12 years: 3 13-15 years: 4 15 yrs plus: 5</p> <p>Aviation, Legal, Financial and Data Expert: 07-10 years: 1 10-15 years: 2 15 yrs plus: 3</p>	<p>Given that AERA’s regulatory philosophy and guidelines themselves are ~10 years old, we believe that experts with ~10 years of experience may have adequate context and awareness to assist AERA on this initiative. Therefore, for the sector experts we request AERA to provide full marks to experts with 10 years of experience, and correspondingly full marks to Sr. Specialist with experience of 12 years. We would thus request AERA to reduce the number of years of experience to the following:</p> <p>Aviation, Legal, Financial and Data Expert: 5-7 years: 1 7-10 years: 2 10 yrs plus: 3</p>	As per provisions contained in the tender document.

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					Sr. Specialist: 8 - 10 years: 3 10 - 12 years: 4 12 yrs plus: 5	
	9	2.9.1	Conflict of interest	Without limitation on the generality of the foregoing, the Consultant or any of its Associates shall not take up any assignment that by its nature will result in conflict with the present assignment (tariff related) i.e., during the period of this assignment (till completion of the assignment) and for a period of 3 (three) months thereafter... In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s), or Independent Service Provider(s), as applicable, it shall be treated as direct conflict of interest.	We would request the AERA team to confirm that the Consultants would be permitted to accept tariff determination related engagements from any airport or ISP which is not awarded to them pursuant to this tender. e.g. In case, a consultant is awarded the consultancy contract for 3rd Control Period of HIAL, pursuant to this tender, it would still be allowed to accept a tariff determination engagement from BIAL or CIAL for the 3rd Control Period. Furthermore, we would request AERA to confirm that if a bidder is currently providing advisory services on tariff matter to an entity which is not covered as part of the current engagement (i.e. any entity excluding BIAL, HIAL and CIAL), such advisory services would not be treated as direct conflict.	In case the applicant is providing advisory services as on date of issue of this RFP i.e. 14.08.2020 on tariff matters in any particular airport or providing advisory services on tariff related matters to the ISP's (wherein the Airport Operator having shareholding in that particular ISP) shall be treated as Conflict of Interest for that Airport.
	10	5.2 (a)	Appropriation of	AERA shall invoke the Performance Security, to be	We understand that there is no amount payable by the consultant	As per provisions contained in the tender

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			Performance Security	appropriated against breach of terms and conditions of the contract or on account of delay in completing the task or towards any amounts as may be payable by the Consultant to AERA.	to AERA (except the performance security), and therefore such a situation where the Consultant defaults on a payment cannot arise. We would accordingly request AERA to modify the clause by removing “ <i>or towards any amounts as may be payable by AERA to the Consultant</i> ”.	document.
	11	5.3	Liquidated damages for Error / Variation	“..the consequential damages thereof shall be quantified by AERA in a reasonable manner and recovered from the Consultant by way of liquidated damages. This is without prejudice to the other remedies as may be available as per applicable law. Overall LD, whether on account of delay and error / variation, shall be limited to 5% (Five percentage) of the Agreement/ Award Value.”	As mentioned in clause 5.3, we request AERA to limit the overall liability on account of Liquidated damages on account of delay, error / variation etc. to 5% of the contract value. Accordingly, clause 5.4 given alongside should be modified as follows: “Liquidated Damages/ Compensation for Delay not exceeding an amount equal to 1% (one percentage) of the total value of the Agreement per week, subject to a maximum of 10% (ten five percentage) of the total value of the Agreement. Overall LD, whether on account of delay and error / variation, shall be limited to 5% (Five percentage) of the Agreement/ Award Value.”	As per provisions contained in the tender document.
	12	5.4	Liquidated damages for Delay	“Liquidated Damages/ Compensation for Delay not exceeding an amount equal to 1% (one percentage) of the total value of the Agreement per week, subject to a maximum of 10% (ten	percentage) of the total value of the Agreement. Overall LD, whether on account of delay and error / variation, shall be limited to 5% (Five percentage) of the Agreement/ Award Value.”	As per provisions contained in the tender document.

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				percentage) of the total value of the Agreement.”				
	13	5.5	Penalty for Deficiency in Services	In addition to the Liquidated Damages listed hereinabove, as specified in Clauses 5.3 and 5.4 above, the Consultant may be censured and/ or debarred for deficiencies on its part.				As per provisions contained in the tender document.
	14	Schedule I Clause 5.2	Completion of Services	The documents comprising the Deliverables shall remain the property of AERA and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of AERA			We would request AERA to confirm that the Pre-existing IPR of the Consultant will remain with the Consultant and there would be a proper bifurcation of the documents and property to identify the IPR.	Any pre-existing IPR of the consultant on the date of award will remain with the consultant. However all working papers, reports, information, compiled/ generated during the work will be the property of AERA.
	15	4.1	Payment Schedule	S No	Milestones	Payment Schedule	The payment schedule currently provided in the RFP document is significantly back loaded. Based on our experience, during the progress of such assignments, a major portion of the work already gets completed till the Consultation Paper stage. Additionally, in a number of instances, even the issuance of Consultation Paper may take a lot of time depending upon the availability of data from the	As per provisions contained in the tender document.
				1	Submission of initial analysis which includes identification of informatio	10%		

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					n gaps		<p>airport operators/other stakeholders. Therefore, it is extremely challenging for consultants to operate on such deferred payments for the entire duration.</p> <p>Hence, in view of the aforementioned aspects, we request AERA to modify the payment milestones in a manner reflective of the time required to complete such tasks:</p> <p>a) in order to prevent acute mismatches between significant efforts required to be expended by the Consultant and the proposed payment schedule and associated financial implications; and b) in view of the fact that the Consultants shall be submitting a Performance Guarantee of 10% of the contract value</p> <p>The payment schedule may please be modified as below:</p> <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Milestones</th> <th>Payment Schedule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>On award of contract</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Finalization of</td> <td>50%</td> </tr> </tbody> </table>	Sr. No	Milestones	Payment Schedule	1	On award of contract	10%	2	Finalization of	50%	
Sr. No	Milestones	Payment Schedule															
1	On award of contract	10%															
2	Finalization of	50%															
				2	Finalisation and issue of Consultation Paper	40%											
				3	Assisting AERA in Stakeholder consultation and evaluating Stakeholders' response	20%											
				4	Assisting AERA in determination of Aeronautical Tariffs and issuance of Tariff Orders post stakeholders' consultation	30%											

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				<table border="1"> <tr> <td></td> <td>n and successful completion of the assignment.</td> <td></td> </tr> </table>		n and successful completion of the assignment.		<table border="1"> <tr> <td></td> <td>Consultation Paper</td> <td></td> </tr> <tr> <td>3</td> <td>Assisting in Stakeholder consultations and evaluating stakeholders' response</td> <td>20%</td> </tr> <tr> <td>4</td> <td>Issuance of Order</td> <td>20%</td> </tr> </table>		Consultation Paper		3	Assisting in Stakeholder consultations and evaluating stakeholders' response	20%	4	Issuance of Order	20%	
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	16	5.4	Liquidated damages for Delay	<p>“Liquidated Damages/ Compensation for Delay not exceeding an amount equal to 1% (one percentage) of the total value of the Agreement per week, subject to a maximum of 10% (ten percentage) of the total value of the Agreement.”</p>	<p>As highlighted earlier, internationally the tariff determination exercise under a Price Cap regime takes around 1.5 – 2 years. The timelines for undertaking tariff determination for these airports seem extremely challenging. Based on our experience of similar engagements, the timelines are critically dependent upon various factors which are completely beyond the control of consultants. For instance, delay by the airport operators in providing data/information sought by the Authority, stakeholders seeking extensions for submitting their responses, any stay by Appellate Tribunal etc. In such circumstances, it would not be appropriate for AERA to penalize the consultant with damages. We</p>	<p>As per provisions contained in the tender document.</p>												

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	17	10.1	Technical bid	I/We further certify that no investigation by a regulatory authority is pending either against us or Associates or against our CEO/Applicant/Partner/Directors.	would therefore request AERA to delete the clause on Liquidated Damages on account of delay. For large consulting firms, it would be administratively difficult to provide such a declaration for all our Associates. Accordingly we propose the following: “I/We further certify that no investigation by a regulatory authority is pending either against us or Associates or against our CEO/Applicant/Partner/Directors.”	The para is revised as “I/We further certify that no indictment has been taken by any regulatory authority either against us or Associates or against our CEO/Applicant/Partner/Directors”
	18	2.14.1 a)	Financial Proposal	The professional fee quoted for the respective assignment(s) in the Financial Bid shall be inclusive of all costs associated with the assignment and shall cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, surveys etc. No additional costs on any of the aforementioned expenditure heads over and above the financial quote shall be reimbursed by AERA.	We understand that tariff determination engagements require surveys/reports from independent engineers, independent technical consultants, and independent auditors etc. which are essential in ending a deadlock between stakeholders with varied interests. The requirement of such surveys/reports are very case specific and may require a high amount of compensation to the entity/firm conducting such surveys for AERA. It would not be possible for any applicant assisting AERA to pre-budget such expenditures as part of their financial quote for the	It is clarified that, Expenses towards organizing any meeting by the Authority shall be borne by AERA.

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					<p>current tender process. We would therefore request AERA to confirm that, if required, AERA would independently commission aforementioned studies/surveys; and any expenses for the same shall be borne by the Airport Operator / AERA and not the selected applicant. Further, it is not envisaged by us that the Consultants would be required to bear any expenses for organising meetings / stakeholder consultations / Authority meetings / tours, etc. Our understanding in this regard may please be confirmed.</p>	
	19	Form 8	CV of Key Personnel	<p>Each page of the CV shall be signed in ink by the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation</p>	<p>We request the Authority to consider CVs signed by the Authorised Representative in case an expert is not available for signing his/her CV for any reason by the bid submission date.</p>	<p>The Para is revised as “Each page of the CV shall be signed in ink /digital signature by the Authorized Representative of the Applicant firm along with the seal of the firm”.</p>

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	20	3.6	Execution of Agreement	After acknowledgement of the LOA as aforesaid, the Selected Applicant shall sign the Agreement within 15 (fifteen) days from the issue of the LOA. The Selected applicant shall not be entitled to seek any deviation in the Agreement	The Authority may please provide contractual terms and conditions, to the extent not already incorporated in the RFP document, proposed to be incorporated in the Agreement that the Authority plans to execute with the successful Consultant.	Agreement as per Appendices-II Form-2
KPMG	1	1.5	Selection Process	If a bidder applies / quotes for the three Airports and he becomes Highest Scorers (H-I) in the three Airports he will be awarded only one Airport as per the preference opted and H-2 party will be required to match the quote of H-I party for award of second airport and third airport so on. Further, in case, two or more applicants become highest scorer (H-1), in that case the preference shall be given to award the assignment to the bidder who obtained higher marks in Technical valuation and so on.	The Authority is undertaking a fair QCBS based evaluation. As such we understand that in case H2 and subsequent bidders are asked to match H1, the H2 and subsequent bidders would be asked to lower the financial quote such that the revised total score (considering technical and financial score) is equal to the total score of H1. Please confirm.	The H2 bidder has to match the financial quote of H1 only.
	2	2.2	EMD	The Applicants shall submit, along with their Proposal, an EMD of Rs.3,00,000/-	We request the authority to kindly confirm whether one DD of INR 3 lakhs is to be submitted if the	Only One EMD for this RFP.

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				(Rupees three Lakh only) for this RFP	consultant applies for all three airports or 3 DDs of INR 3 Lakh i.e 1 DD per Airport.	
	3	2.2.2	Validity of Performance Guarantee	The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation arising thereof to the extent of the scope of work of the assignment. <i>Accordingly Performance Security will be refunded to the party after completion of control period i.e. 31st March, 2026. It may be further extended as may be mutually agreed by the Authority and the selected Consultant.</i>	We request the authority to release the Performance Security immediately post the completion of the services. Please resolve the ambiguity in the clause on release of the performance security.	Clause 2.2.2(c) is revised as “The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation related to the tariff order arising from this RFP.”
	4	2.6	Eligibility Criteria	An Applicant shall propose and submit a team of minimum 04 (four) persons having requisite skills.	We request the authority to kindly confirm the requirement of number of expert for this assignment as there is lack of clarity whether 4	Normally 5 key personnels i.e. Sr. Specialist/Team Leader including 4 Sector Experts namely finance,

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					experts (Senior Specialist with 3 sector experts) are to be deployed or 5 as per the forms.	aviation, legal and data analyst are mandatory. However, any Sector expert on the role of the applicant firm can also be a team leader subject to meeting the eligibility criteria of Team Leader.
	5	2.6.1	Conditions of Eligibility	Senior Specialist: ICWA/ CA/MBA (Finance)/PGDBM with specialization in Finance from premier institutes such as Indian Institute of Management.	In addition to the proposed qualification requirement, we strongly request the Authority to also allow Master's in Economics, Ph.D. or equivalent education qualification for the position of Senior Specialist. This has been allowed by the Authority in its earlier RFPs.	As per provisions contained in the tender document.
	6	2.6.1	Conditions of Eligibility	Specialist (Financial Expertise): ICWA/CA/MBA (Finance)	In addition to the proposed qualification requirement, we strongly request the Authority to also allow Master's in Economics, Ph.D. or equivalent education qualification for the position of Senior Specialist. This has been allowed by the Authority in its earlier RFPs.	As per provisions contained in the tender document
	7	3.1	Technical Proposal Evaluation	Aviation Expert: The marking scheme for Aviation Expert based on experience is as follows:	We request the Authority to reduce the experience requirement for Aviation Expert to 10 years with revised marking scheme as follows:	As per provisions contained in the tender document.

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				Total marks: 3 07-10 years: 1 10-15 years: 2 15 yrs plus: 3	5 – 7 Years: 1 Mark 7 – 10 Years: 2 Marks 10 Years Plus: 3 Marks We wish to highlight that the Authority itself was setup in 2008 and the experience prior to that year would be of limited relevance.	
	8	3.1	Technical Proposal Evaluation	Financial Expert: The marking scheme for Financial Expert based on experience is as follows: Total marks: 3 07-10 years: 1 10-15 years: 2 15 yrs plus: 3	We request the Authority to reduce the experience requirement for Financial Expert to 10 years with revised marking scheme as follows: 5 – 7 Years: 1 Mark 7 – 10 Years: 2 Marks 10 Years Plus: 3 Marks We wish to highlight that the Authority itself was setup in 2008 and the experience prior to that year would be of limited relevance.	As per provisions contained in the tender document
	9	3.1	Technical Proposal Evaluation	Data Analyst: The marking scheme for Data Analyst based on experience is as follows: Total marks: 3 07-10 years: 1 10-15 years: 2 15 yrs plus: 3	We request the Authority to reduce the experience requirement for Data Analyst to 10 years with revised marking scheme as follows: 5 – 7 Years: 1 Mark 7 – 10 Years: 2 Marks 10 Years Plus: 3 Marks We wish to highlight that the Authority itself was setup in 2008 and the experience prior to that year would be of limited relevance.	As per provisions contained in the tender document
	10	10.1	Appendix	#11: I/We further certify that	We request the authority to modify	As per provisions

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
			- I	in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.	this clause as follows: I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.	contained in the tender document
	11	10.1	Appendix - I	#12: I/We further certify that no investigation by a regulatory authority is pending either against us or Associates or against our CEO/Applicant/Partner/Directors.	We request the authority to modify this clause as follows: I/We further certify that no investigation by a regulatory authority is pending either against us or Associates or against our CEO/Applicant/Partner/Directors.	The para is revised as "I/We further certify that no indictment/action has been taken by any regulatory authority either against us or Associates or against our CEO/ Applicant/Partner/Directors"
	12	Form 2, #1.4	Particulars of the Applicant	Has the Applicant or any of its Associates been blacklisted by any Government department/Public Sector Undertaking in the last five years?	We request the authority to modify this clause as follows: Has the Applicant or any of its Associates been blacklisted by any Government department/Public Sector Undertaking in the last five years?	The Para 1.4 (iv) of Form-2 is revised as "Has the Applicant or any of its Associates stands blacklisted by any Government department/Public Sector Undertaking/Statutory body as on date of issue of this RFP i.e. 14.08.2020"
	13	3.1.4	Indemnity	The Consultant shall, subject to the provisions of this	We request the authority to modify this clause as follows:	As per provisions contained in the tender

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.	The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.	document
	14	3.4.1	Liability of the Consultant	The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.	We request the authority for deletion of this clause and cap our liability for direct damages as follows: "We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, our aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to us." We wish to highlight that the proposed change is as per standard industry practice and RFPs brought out by similar Authorities.	Refer Clause 3.4 in entirety which is self-explanatory.
	15	3.7	Documents prepared by the Consultant to be property	All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the	We request the authority to allow the consultant to retain all right title and interest in and to any of our pre-existing IP (including ownership rights of our working papers) in the report / deliverables that we shall	As per provisions contained in the tender document

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
			of the Authority	Services shall become and remain the property of the Authority, and all Intellectual Property Rights in such Consultancy Documents shall vest with the Authority	create for this assignment.	
	16	3.3.2	Overall evaluation and offer of contract	The Proposals will be ranked according to their combined technical and financial scores in accordance with the weightage assigned to the two and will be calculated as per the following formula: $S = S_t \times T_w + S_f \times F_w$; Where S is the combined score, and T_w and F_w are weights assigned to technical proposal and financial proposal that will be 0.65 and 0.35, respectively.	Scope of work of the engagement requires a consultancy agency with in-depth knowledge of the airport tariff regulation framework to deliver this important engagement. We strongly request the Authority to change the weightage to Technical: 80% and Financial: 20% to emphasize on quality. 80:20 weightage has been used in recent tenders of central government agencies. We would like to highlight that a technical weightage of 0.65 is very low for the nature of services proposed to be undertaken by the Consultant.	As per provisions contained in the tender document
	17	2.13.2 (g)	Technical proposal	The CVs have been signed and dated in blue ink by the respective Key Personnel and countersigned by the Applicant. Photocopy or unsigned/non-countersigned CVs shall be rejected;	Due to COVID, Key Personnel are working from home and signing of CVs would require substantial travel and logistics effort. We would request Authority to relax the requirement of CVs signed by respective Key Personnel and instead accept the CVs signed only	The Para is revised as: “The CVs shall be signed in blue ink/digital signature by the Authorized Signatory of the Applicant along with the seal of the firm”

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					by the Authorized Signatory of the Applicant.	
	18	2.9.1	Conflict of interest	In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s), or Independent Service Provider(s), as applicable, it shall be treated as direct conflict of interest.	We request the Authority to revise the below clause as follows as determination of tariffs for ISPs is not under the scope of this tender “In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s) mentioned in clause 1.1.7 of this RFP, or Independent Service Provider(s), as applicable, it shall be treated as direct conflict of interest.”	In case the applicant is providing advisory services as on date of issue of this RFP i.e. 14.08.2020 on tariff matters in any particular airport or providing advisory services on tariff related matters to the ISP’s (wherein the Airport Operator having shareholding in that particular ISP) shall be treated as Conflict of Interest for that Airport.
	19	Glossary	Definition of Applicant		We understand that the Applicant includes the Associates of the Applicant. Please confirm.	The term “Associate” is clearly defined at Clause 2.9.4
PwC	1	2.2 b) & 10.1 14.	EARNES T MONEY DEPOSIT (EMD) and APPENDI X – I	2.2 b) The EMD shall be in the form of a Demand Draft / Bank Guarantee issued by a Nationalized/Scheduled Bank in India in favour of the “Airports Economic Regulatory Authority of India” payable at New Delhi; and	With reference to the two clauses highlighted here, we understand that the EMD can either be in the form of a Demand Draft or Bank Guarantee. Accordingly, request the authority to change the point no 14 of Appendix – I as per below: 14. The EMD of Rs.3,00,000/-	EMD through NEFT/RTGS can also be accepted in addition to Demand Draft / Bank Guarantee

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				10.1 14. The EMD of Rs.3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft, from a Nationalized/Scheduled Bank in India, is attached, in accordance with the RFP document.	(Rupees Three Lakhs only) in the form of a Demand Draft / Bank Guarantee, from a Nationalized/Scheduled Bank in India, is attached, in accordance with the RFP document.	
	2	2.2.2 c)	RELEASE OF EARNEST MONEY DEPOSIT (EMD) / VALIDITY OF PERFORMANCE GUARANTEE	(c) The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation arising thereof to the extent of the scope of work of the assignment. Accordingly Performance Security will be refunded to the party after completion of control period i.e. 31st March, 2026. It may be further extended as may be	In the similar tenders, it has been observed that the Performance Security is generally refunded after completion of one year from the issue of Tariff Order. Thus, retaining the bank guarantee as Performance Security for the duration of completion of control period seems on the higher side. Accordingly, we request the authority to change the clause as follows: “The Performance Guarantee shall be refunded to the party after completion of 01 (one) year from the issue of Tariff Order after obtaining a written Undertaking (to be furnished on Rs.100/- Non-Judicial stamp paper) from the Consultant that they shall assist AERA in any litigation arising on	Clause 2.2.2(c) is revised as “The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation related to the tariff order arising from this RFP.”

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				mutually agreed by the Authority and the selected Consultant.	the Tariff Order.”	
	3	2.6.1 c)	Conditions of Eligibility	c) Aviation Expert/Legal Expert/Data Analyst: An individual, who has expertise in the Aviation Sector with at least 7 years” experience in Airports (“Aviation Expert”) having worked at an Airport in a „Managerial“ position or attached with an Organization operating at the Airport except Legal Expert and Data Analyst. The Aviation Expert, Legal Expert and Data Analyst may be on the pay rolls of the Applicant or act as a Consultant to the Applicant provided his/her appointment as a Consultant to the Project shall be for the entire duration of the Assignment. The Applicant shall submit the terms of the engagement of appointment, including period of engagement of the Aviation Expert (except the financial terms) along with the	We request the authority to accept the letter of association for this purpose. The terms of engagement of appointment can be submitted by the winning bidder, post the outcome of the bid. This is also in line with other tenders for which letter of association suffices at this stage. Thus, it is requested to modify the clause as per below: The Applicant shall submit the letter of association of the Aviation Expert (except the financial terms) along with the Technical Bid.	As per provisions contained in the tender document

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				Technical Bid.		
	4	2.6.1 e) 6.	Conditions of Eligibility -> Eligibility criteria for Key Personnel -> Data Analyst	Data Analyst: Prescribed Qualifications B.E /B.Tech/MCA/MBA (IT)	We understand that the Data Analyst should have working experience in regulatory frame along with the experience in conducting sensitivity analysis, econometric modelling etc. In view of this and based on the nature of the project requirements, we believe MBA in IT may not be necessary and professionals with other degrees (such as MBA (Finance or General), graduation/post-graduation in Economics) may also have relevant experience. Hence, we would request the Authority to consider the modified criteria as provided below: Data Analyst: Prescribed Qualifications B.E /B.Tech./MCA/MBA/ Graduate or Postgraduate in Economics or any other field dealing with Econometrics	The qualification of Data Analyst is revised as B.E /B.Tech/MCA/MBA (IT) / B.Sc/M.Sc. with Mathematics and Statistics
	5	2.15.5	SUBMISSION OF PROPOSAL	The complete Proposal must be delivered on or before the specified time on Proposal Due Date at designated office address given at Clause 1.8 of the RFP. Proposals submitted	The preparation of hard bound proposals has external dependencies on services, which are slightly disrupted due to Covid-19. Therefore, given the challenges and	As per provisions contained in the tender document

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				<p>by fax, telex, telegram or e-mail shall not be entertained. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.</p>	<p>constraints arising due to Covid-19 pandemic, we request the authority to consider online/ email submission of the proposal. This has been observed in other recent tenders as well issued by various govt. entities/ PSUs, where the password protected proposals via email are accepted by the tendering authorities. The passwords of the document are then sought from the bidders at appropriate time of bid opening.</p>	
	6	1.5	<p>SELECTION PROCESS :</p>	<p>If a bidder applies / quotes for the three Airports and he becomes Highest Scorers (H-I) in the three Airports he will be awarded only one Airport as per the preference opted and H-2 party will be required to match the quote of H-I party for award of second airport and third airport so on. Further, in case, two or more applicants become highest scorer (H-1), in that case the</p>	<p>We request the Authority to consider that if a bidder turns out to be the Highest scorer for all the three Airports, it may be awarded assignment for two Airports.</p>	<p>As per provisions contained in the tender document</p>

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				preference shall be given to award the assignment to the bidder who obtained higher marks in Technical valuation and so on		
	7	1.5	SELECTION PROCESS :	e. Last date of bid submission; 14.09.2020; 1100 Hours	We would request the Authority to provide a time of at least 15 working days for proposal submission after the release of AERA's response to Pre bid queries. Accordingly, please consider the revised bid submission date to 28.09.2020 (Monday) 1700 Hours. This would help the bidders to take into consideration the clarifications given by authority to bidders' queries and provide adequate time to manage the procurement and submission of the hard copy of the proposal along with the relevant supporting documents.	As per Time Schedule contained in the tender document.
	8	Form – 2, 1.4, iv)	Particulars of the Applicant	(iv) Has the Applicant or any of its Associates been blacklisted by any Government department/Public Sector Undertaking in the last five years?	We request the Authority to consider the entities that are not blacklisted / debarred at the time of the submission of bid to be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to	The Para 1.4 (iv) of Form-2 shall be read as “Has the Applicant or any of its Associates stands blacklisted by any Government department/Public Sector

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					<p>participate in the tender process. Accordingly, the Authority is requested to allow us to submit the blacklisting declaration based on the present status of our backlisting / debarment as on date of submission of the bid. Please confirm.</p>	<p>Undertaking/Statutory body as on date of issue of this RFP i.e. 14.08.2020”</p>
	9	2.6.1 h) and Form – 2, 1.4, (ii), (iii)	<p>Conditions of Eligibility and Particulars of the Applicant</p>	<p>2.6.1 (h) An Applicant, in the last three years, must not have failed to perform on any agreement and/or contract by way of an imposition of penalty/damages by an arbitral award or any other judicial</p> <p>Form – 2, 1.4 (ii) Has the Applicant been penalized by any organization for breach of contract in the last five years?</p> <p>Form – 2, 1.4 (iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p>	<p>We request the Authority to accept our declaration with the following clarification</p> <p>"We certify that in the last three years we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor have we been expelled from any project or contract nor have had any contract terminated for breach on our part as evidenced by any court decree or arbitral award against us to such effect.</p> <p>However, we would like to clarify that given the large volume of work performed by us, contracts with clients may on certain rare occasions be terminated, suspended</p>	<p>The Para’s 1.4(ii) of Form-2 shall be read as: “Form – 2, 1.4 (ii) Has the Applicant been penalized by any Government department/Public Sector Undertaking/Statutory body for breach of contract in the last three years. Para 1.4(iii) of Form-2 stands deleted.</p>

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities."	
	10	3.4.3	Liability of the Consultant	The Parties hereto agree that in case of delay, error, variation, negligence or willful misconduct on the part of the Consultant or Key Personnel 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, shall be liable to the Authority not exceeding an amount equal to 1% (one percent) of the total value of the Contract per week, subject to a maximum of 10% (ten percent) of the total value of the Contract. AERA will take into consideration the reasons for delay, error or variation, if any, while imposing liquidated damages on the selected applicant. However, in the event of delay caused	We request the Authority to limit the liability of selected bidder to 1X of the total contract value. Also, the authority is requested to include a clause to state that selected bidder will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Further the law, Contract Act, stipulates and remote and consequential damages are not payable. The authority may consider including the following language: "Purchaser/Authority agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Authority agrees that Consultant will not be liable for (i)	Any amount recoverable by way of liquidated damage/penalty/or any other amount can be recovered from the Performance guarantee.

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				due to reasons beyond the control of the Consultant, AERA may, in its sole discretion, consider granting of appropriate extension of time, without imposition of Liquidate Damages/ Compensation for Delay.	loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	
	11	3.3	Confidentiality	The Consultant and its Key Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information	We request the Authority to reduce the survival period of confidentiality obligations to one-year post expiry or termination.	As per provisions contained in the tender document
	12	4.4	Substitution of Key Personnel	Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to ill health or death, subject to equally or better qualified and experienced personnel being provided to the satisfaction of AERA.... ...Substitution of the Team Leader will normally not be considered, except in case of death or incapacitation due to accident, illness etc	We request Authority to permit the substitution of key personnel also in case of resignation by Key Personnel in the clause.	The para is revised as "Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to ill health or death, subject to equally or better qualified and experienced personnel being provided to the satisfaction of AERA. However, the Authority may take a considerable view in exceptional

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						circumstances. ...Substitution of the Team Leader will normally not be considered, except in case of death or incapacitation due to accident, illness etc.”
	13	2.9.1 h)	Termination of Agreement By the Authority	h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.	We request the authority to remove this ground for termination as it is unreasonable and there are several remedies in contract and law available to the Authority for such breach.	As per provisions contained in the tender document
	14	5.3 and 5.4	5.3 LIQUIDATED DAMAGES FOR ERROR/VARIATION 5.4 LIQUIDATED DAMAGES FOR DELAY/COMPENSATION	5.3 LIQUIDATED DAMAGES FOR ERROR/VARIATION In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by AERA in a reasonable manner and recovered from the Consultant by way of liquidated damages. This is without prejudice to the other	We request the authority to cap the liquidated damages/penalties cumulatively to 5% of the total contract value. 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. Furthermore, we understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	As per provisions contained in the tender document

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			FOR DELAY.	<p>remedies as may be available as per applicable law. Overall LD, whether on account of delay and error / variation, shall be limited to 5% (Five percentage) of the Agreement/ Award Value.</p> <p>And 5.4 LIQUIDATED DAMAGES FOR DELAY/ COMPENSATION FOR DELAY.</p> <p>In case of delay in completion of the work as specified in the delivery schedule, the Consultant shall be liable to pay Liquidated Damages/ Compensation for Delay not exceeding an amount equal to 1% (one percentage) of the total value of the Agreement per week, subject to a maximum of 10% (ten percentage) of the total value of the Agreement. AERA will take into consideration the reasons for delay, if any, while imposing Liquidated Damages on the selected Applicant. However, in the event of delay caused due to</p>		

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				reasons beyond the control of the Consultant, AERA may, in its sole discretion, consider granting of appropriate extension of time, without imposition of Liquidity Damages/Compensation for Delay.		
	15	Agreement 2.9.3	Cessation of rights and obligations	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.	We request the authority that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract. Please confirm	As per provisions contained in the tender document.
	16	2.9	Conflict of Interest		We wish to highlight that we are a large organization providing	As per provisions contained in the tender

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					<p>various services to various state and central government departments, PSUs, international organizations and private clients. We wish the Authority 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.</p> <p>Moreover, we understand that this declaration pertains to confirmation wrt related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider making the requirement of giving such related party confirmation/ declaration</p>	document.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
	17	3.1.4	Indemnity	The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services	<p>non-mandatory or removing it from the declarations.</p> <p>There are several remedies available under law and contract to the Authority for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available. We understand that remedies other than indemnity will be sufficient for such breaches. We request the Authority to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request the Authority to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p> <p>Accordingly, we propose the following language.</p> <p>The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>(i) the Indemnified Party as promptly as practicable informs the</p>	As per provisions contained in the tender document

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					<p>Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any</p>	

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					<p>proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>(vii) the Indemnified Party shall take steps that the Indemnifying</p>	

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					<p>Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>(ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
	18	Annexure IV	Payment Schedule	<ol style="list-style-type: none"> 1. Submission of initial analysis which includes identification of information gaps - 10% 2. Finalization and issue of consultation paper - 40% 3. Assisting AERA in stakeholder consultation and 	<p>It is requested to modify the payment terms as follows:</p> <ol style="list-style-type: none"> 1. Submission of initial analysis which includes identification of information gaps - 10% 2. Finalization and issue of 	As per provisions contained in the tender document.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				<p>evaluating stakeholders' response - 20%</p> <p>4. Assisting AERA in determination of tariffs and issuance of tariff orders post stakeholders' consultation and successful completion of assignment - 30%.</p>	<p>consultation paper - 40%</p> <p>3. Assisting AERA in stakeholder consultation and evaluating stakeholders' response - 20%</p> <p>4. Assisting AERA in determination of tariffs orders post stakeholders' consultation and submission of draft tariff orders – 20%</p> <p>5. Issuance of tariff and successful completion of assignment - 10%</p>	
	19			<p>New Clause</p>	<p>If emerged as the selected bidder, we will be providing services and deliverables to the Authority under the contract. We accept no liability to anyone, other than the Authority, in connection with our services, unless otherwise agreed by us in writing. Authority agrees to 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.</p>	<p>As per provisions contained in the tender document is adequate.</p>
	1	2.1	Scope of Work	<p>The Selected Applicant shall also assist AERA in Appeals and Legal Cases against the Orders of the Authority to the</p>	<p>We request AERA to limit this assistance to providing necessary material utilized by the Consultant at the time of carrying out the</p>	<p>The selected Consulting Agency shall advise and provide the necessary Technical assistance to the</p>

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
SBI CAP				extent of the scope of work under this RFP.	scope, to the legal advisors of AERA.	Legal Counsel/ Legal Team of AERA related to the tariff order arising from this RFP.
	2	2.1.1	Tariff Determination	v) Asset / OPEX segregation between Aero and Non Aero. vi) Examine and recommend efficient costs for O&M as part of tariff determination process.	Please note that AERA in the past, has appointed separate independent consultants (Accounting and auditing firms who specialise in these activities) through its own bid process for these studies separately and the same doesn't form part of the scope of the consultant who assists AERA based on the inputs from the independent study. Further the time frame for finalisation of such study usually ranges from 5 to 6 months and is dependent on the existing asset base of the airport, the availability of data from the airport operator etc. Request AERA to kindly consider removal of these clauses as part of the Scope.	Original clause is retained with no change.
	3	2.2.2(c)	Receipt of Earnest Money Deposit (EMD)/ Validity of Performance	The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-	Request AERA to clarify on the following points: 1. Is Performance Guarantee and Performance Security the same? If not, provide further details regarding Performance Security. 2. In case if both Performance Guarantee and Performance Security are one and	Clause 2.2.2(c) is revised as "The Performance Guarantee shall be refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
			Guarantee	judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation arising thereof to the extent of the scope of work of the assignment. Accordingly Performance Security will be refunded to the party after completion of control period i.e. 31st March, 2026. It may be further extended as may be mutually agreed by the Authority and the selected Consultant.	the same, it is mentioned as per this clause that, Performance Guarantee will be refunded after completion of 1 year from the date of issuance of Final Tariff orders. However, at the end of the same clause it is mentioned that Performance Security will be refunded after the completion of control period, i.e. 31st March, 2026. Request for a clarification on when Performance Guarantee/ Security will be refunded. Also, we request to keep the validity of Performance Guarantee/ Security till 3 months from the Date of completion as the Consultant's assistance could be only in assisting AERA's legal counsel through necessary documents and materials post the completion of the mandate.	obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation related to the tariff order arising from this RFP."
	4	5.2 (a)	Appropriation of Performance Guarantee	The balance remaining out of the Performance Security, if any or the entire Performance Security, as the case may be, shall be returned to the Consultant within a period of 30 (thirty) days after the completion of the assignment and after issuance completion	In continuation to Query No: 3, as per Clause 5.2 (a), Performance Security shall be returned to the Consultant within 30 days after the completion of the assignment and issuance of Completion certificate by AERA, which is in contradiction with 2.2.2 (c). Request AERA to clarify on this regard.	The balance remaining out of the Performance Security, if any or the entire Performance Security shall be returned to the consultant as per the revised clause 2.2.2 (c). "The Performance Guarantee shall be

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				certificate by AERA to the Consultant.		refunded to the party after completion of 01 (one) year support period from the date of issuance of the final tariff Orders after obtaining a written Undertaking (to be furnished on Rs.100/- non-judicial stamp paper) from the selected Consultant that they shall assist AERA in any litigation related to the tariff order arising from this RFP.”
	5	2.6.1.e. (6)	Conditions of Eligibility	Having Data Analyst for Technical Evaluation	The roles and responsibilities of the Data Analyst could be handled by a Finance Expert as well. This makes having a Data Analyst redundant and adds to the cost for the Consultant. Request AERA to consider removal of the data analyst from the team composition. Please also note that earlier assignments of similar nature didn't call for the need of such data analysts.	Original clause is retained with no change.
	6	2.6.1.e. (5)	Conditions of Eligibility	Having Legal Analyst for Technical Evaluation	The assignment involves assisting AERA in determination of tariff and doesn't involve preparation /revision of acts/guidelines and	The Legal expert shall examine the concessionaire agreements/SSA/Tribunal

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					hence the requirement of legal expert in the assignment is not there. Further the assistance to AERA in legal cases shall be provided by the consultant by submitting necessary documents as and when required and there is no requirement of a legal consultant as the assignment primarily involves application of the well laid out AERA principles towards tariff determination. Request AERA to kindly consider removal of the requirement of legal expert.	Orders etc. and its legal implications to the extent of the scope of work of the assignment to develop the final tariff order for 3rd Control Period of respective airport.
	7	2.6.1.e (7)	Conditions of Eligibility	Any Other Expert	The clause is open ended and it gives AERA the decisive right to add any expert requirement while the cost of the same has to be borne by the consultant. Request AERA to kindly remove this clause.	Any other expert is not mandatory requirement.
	8	2.5	Composition of Team	An Applicant shall propose and submit a team of minimum 04 (four) persons having requisite skills.	Request AERA to restrict the composition of the team to Team Leader, Financial Expert and Aviation Expert who shall bring the necessary and critical expertise for the completion of the mandate.	Normally 5 key personnels i.e. Sr. Specialist/Team Leader including 4 Sector Experts namely finance, aviation, legal and data analyst are mandatory. However, any Sector expert on the role of the applicant firm can also be a team leader subject to

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
						meeting the eligibility criteria of Team Leader.
Steer Davies Gleave	1	2.1	Scope of Work		Project Site Visit to the Airport: We understand that Project Site visit to the airport for which tariff determination is being carried out is part of the scope of work. Accordingly, requesting AERA to clarify its stance on the same given the Covid-19 led social distancing and traveling measures to mitigate the risks of infection.	Project site visit shall be on need basis and in adherence to the social distancing guidelines issued by the GoI on time to time basis.
	2	2.1.1, (ix)	Tariff Determination	Assist the Authority in holding consultations with the stakeholders and analyze the various suggestions made by the stakeholders	Given the Covid-19 situation that recommends social distancing as mitigating measure, please clarify whether the stakeholder consultation meeting would be held virtually in such a situation?	AERA normally conducts Virtual Stakeholders Meeting in the backdrop of Covid-19 pandemic.
	3	2.1.1, (xi)	Tariff Determination	Assist the Authority in appeals against the orders of the Authority till the completion of the 3rd Control Period.	In matters of appeals against the orders by AERA, we believe that AERA would like additional support to the extent of providing clarifications to the technical recommendations (which became a part of order as decided by the Authority) made to AERA. Accordingly, AERA to please elaborate on what they mean by “assist” in this case. Further, please clarify whether providing such	The selected Consulting Agency shall advise and provide the necessary Technical assistance to the Legal Counsel/ Legal Team of AERA related to the tariff order arising from this RFP.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
	4	2.3	Number of Proposals	Each applicant may apply for either one or all the three Airport(s) but shall submit only 1 (one) proposal for each Airport(s) mentioned in Clause 1.1.7 in response to this RFP. An applicant who submits more than one proposal for a particular airport shall be disqualified. The participating consultants can submit one technical bid for all the three assignment and separate financials bids if they wish to apply for all the three group.	<p>assistance to AERA also imply that the consultant has to represent AERA in the court of law.</p> <p>Please clarify if our understanding to submit the proposals is accurate: in case a bidder wishes to apply for all the airports, then in total there would be 4 separate envelopes comprising of 1 technical proposal and 3 separate financial bids, and all these 4 are sealed into 1 big all-encompassing envelop.</p>	Yes. The participating consultants should submit one technical bid for all the three assignments and separate financial bid for each airport if they wish to apply for more than one airport.
	5	2.5	Composition of the team	The sector experts will bring in aviation sector experience including Aviation, Finance, Legal and Data Analyst to the team and be responsible individually for work relating to their respective field of expertise	Request AERA to please elaborate on the scope of work for the Legal Expert specifying its expected outcomes in the project.	The Legal expert shall examine the concessionaire agreements/SSA/Tribunal Orders etc. and its legal implications to the extent of the scope of work of the assignment to develop the final tariff order for 3rd Control Period of respective airport.

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	6	2.6.1(c)	Conditions of Eligibility	Aviation Expert/Legal Expert/Data Analyst: An individual, who has expertise in the Aviation Sector with at least 7 years" experience in Airports ("Aviation Expert") having worked at an Airport in a „Managerial“ position or attached with an Organization operating at the Airport except Legal 'Expert and Data Analyst.	Please clarify whether the Aviation Expert ought to have at least 7 years of managerial experience working at an airport or minimum 7 years of experience which also includes some years of managerial experience working at an airport?	The Aviation Expert should have at least 7 years of experience in 'Managerial' position								
	7	2.14.1	Financial Proposal	It is clarified that the selected Applicant (at least one of the team members) may be required by AERA to be present in meetings to assist it during the same as and when organized by AERA. Such meetings are generally held in Delhi.	Given the Covid-19 situation that recommends social distancing as mitigating measure, please clarify whether the nature of the meetings with AERA during the project would be virtual in such a situation?	AERA normally conducts its meeting through Virtual platform in the backdrop of Covid 19 pandemic.								
	8	1.5	Selection Process	<table border="1"> <thead> <tr> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Pre-Bid Conference</td> <td>28.08.2020</td> </tr> <tr> <td>AERA's response to Pre bid queries</td> <td>04.09.2020</td> </tr> <tr> <td>Last Date of Bid</td> <td>14.09.2020; 1100 Hours</td> </tr> </tbody> </table>	Description	Date	Pre-Bid Conference	28.08.2020	AERA's response to Pre bid queries	04.09.2020	Last Date of Bid	14.09.2020; 1100 Hours	As per the timeline of the bidding process, there are only 10 days between AERA's response to pre-bid queries and last date of bid submission. Accordingly, we request AERA to extend the last date of bid submission by at two weeks to 28.09.2020.	As per Time Schedule contained in the tender document.
Description	Date													
Pre-Bid Conference	28.08.2020													
AERA's response to Pre bid queries	04.09.2020													
Last Date of Bid	14.09.2020; 1100 Hours													

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject		Clarification Sought	Reply/ Clarification
				Submission			
E&Y	1	1	1.5 – Selection Process	The Applicant would submit the bid in a sealed envelope containing two envelopes i.e. one for the technical bid and other containing separate financial bids, for each Airport(s) the applicant intends to bid.		Request AERA to accept softcopy of technical and financial bids instead of physical copies, keeping in mind the health concerns due to the ongoing pandemic of Covid 19. The bids will be password protected and the password for each will be given 10 mins before the bid opening meeting. Multiple copies of the same bid can be circulated in AERA.	Original clause is retained with no change.
	2	2	2.12.2 - Format and Signing of Proposal	The Applicant shall prepare one original set of the Technical Proposal for the respective Assignment (together with originals/ copies of Documents required to be submitted therewith pursuant to this RfP) clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Technical Proposal, along with documents, marked “COPY”.		Same as above	Original clause is retained with no change.
	3	2	2.12.3	The Proposal marked “ORIGINAL” shall be signed by the Authorized Signatory of the Applicant who shall		Request AERA to accept digital signatures of the Authorized Signatories on forms and initials on each page, since most of the team is	The para is revised as “The Proposal marked “ORIGINAL” shall be signed by the Authorized

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed in blue ink by the person(s) signing the Proposal. The Proposals must be properly signed in blue ink by the authorized representative (the “Authorized Representative”) as detailed below	working remotely from different states.	Signatory of the Applicant who shall initial each page, in blue ink/digital signature. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed in blue ink/digital signature by the authorized signatory. The Proposals must be properly signed in blue ink /digital signature by the authorized representative along with the seal of the firm”
	4	2	2.12.4	A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix - I (Form-4) shall accompany the Proposal.	Request AERA to not insist on Power of Attorney since this would involve a lot of logistics in terms of internal compliances and our team is working remotely at the moment.	Original clause is retained with no change.
	5	2	2.15.1	The Applicants shall submit the Proposal in hard bound form with all pages numbered	Request AERA to accept softcopy of technical and financial bids instead of physical copies, keeping	Original clause is retained with no change.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of Clause 2.12 of the RfP and conditions therein.	in mind the health concerns due to the ongoing pandemic of Covid 19. The bids will be password protected and the password for each will be given 10 mins before the bid opening meeting. Request AERA to accept digital signatures of the Authorized Signatories on forms and initials on each page, since most of the team is working remotely from different states.	
	6	10. Appendices	Form-8-b Curriculum Vitae (CV) of Key Personnel	Note 2: Each page of the CV shall be signed in ink by the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.	Request AERA to accept digital signatures of the Authorized Signatories on forms and initials on each page, since most of the team is working remotely from different states.	The para is revised as “The CV’s shall be signed in ink /digital signature by the Authorized Representative of the Applicant along with the seal of the firm.”
	7	5.5 & 5.6	Schedule 1- Terms of Reference Completion of Services	5.6 AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months for finalization/issue of the order at its own discretion in case assignment(s) as above in para 5.4 is not completed without any financial	Request the Authority to modify the clause as follows- “With the consent of the Consultant, AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months for finalization/issue of the order at its own discretion in case assignment(s) as above in para 5.4	Original clause is retained with no change

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				implication to AERA.	is not completed without any financial implication to AERA.”	
	8	4	4.1- Payment Schedule	If due to any reason, work / assignment is not completed within the stipulated timeframe, AERA may at its discretion extend the last date of completion of work without any financial implication to AERA. Delay in submission of assignment attributable to the selected consultant firm with make them liable for action(s) given in Para 5 “Liquidated Damages and Penalties” (para 5.4). Decision of AERA in this regard shall be final and binding on the consultant firm.	Request the Authority to modify the clause as follows- “If due to any reason, work / assignment is not completed within the stipulated timeframe, AERA may at its discretion extend the last date of completion of work without any financial implication to AERA. Delay in submission of assignment attributable to the selected consultant firm with make them liable for action(s) given in Para 5 “Liquidated Damages and Penalties” (para 5.4). Decision of AERA in this regard shall be final and binding on the consultant firm.”	Original clause is retained with no change
	9	5	5.3 - Liquidated Damages and Penalties: Liquidated Damages for Error/ Variation	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by AERA in a reasonable	Request the Authority to modify the clause as follows- “In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by AERA in consultation with the	Original clause is retained with no change

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				manner and recovered from the Consultant by way of liquidated damages. This is without prejudice to the other remedies as may be available as per applicable law. Overall LD, whether on account of delay and error / variation, shall be limited to 5% (Five percentage) of the Agreement/ Award Value.	Consultant and in a reasonable manner and recovered from the Consultant by way of liquidated damages. This is without prejudice to the other remedies as may be available as per applicable law. Overall LD, whether on account of delay and error / variation, shall be limited to 5% (Five percentage) of the Agreement/ Award Value.“	
	10	5	5.5 - Liquidated Damages and Penalties:	In addition to the Liquidated Damages listed hereinabove, as specified in Clauses 5.3 and 5.4 above, the Consultant may be censured and/ or debarred for deficiencies on its part in completion of the consultancy assignment.	Request the Authority to delete this clause.	Original clause is retained with no change
	11	3.1.4	Agreement: Indemnity	The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.	Request the Authority to modify the clause as follows- “The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct— or indirect —loss or damage that is caused due to any deficiency in	Original clause is retained with no change

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					Services.”	
	12		New Clause		Request AERA to add the following clause – “AERA shall not recover from the Consultant, 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. AERA shall not recover from the Consultant, 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.”	As per provisions contained in the tender document is adequate.
	13		New Clause		Request AERA to add the following clause- “The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to AERA if the Consultant reasonably	Not agreed

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					determines that it can no longer provide the Services in accordance with applicable law or professional obligations.”	
CRISIL	1	1	1.5- Selection Process	Last date of bid submission: 14.09.2020; 1100 Hours	We request the Authority to provide at least 2 weeks for submission post issuing the response to queries.	Not Agreed
	2	1	1.6 - Delivery Schedule	The Selected Consultant shall be given a period of 4 Months to “accomplish the assignment from the date of allocation of the assignment/proposal of the respective Airport Operator”	Basis the scope of work of the RFP, we understand that a comprehensive examination of various documents, certificates, financial models etc. In this regard, the overall time frame of 4 Months may be inadequate. We request the Authority to kindly give a period of 6 months for the completion of the tasks under the assignment.	The Para is revised as “The Selected Consultant shall be given a period of 5 Months to “accomplish the assignment from the date of allocation of the assignment/proposal of the respective Airport Operator”
	3	2	2.1	The Selected Applicant shall also assist AERA in “Appeals” and „Legal Cases“ against the Orders of the Authority to the extent of the scope of work under this RFP.	We request the Authority to kindly provide the details/nature of activities required for the assistance to be provided by the Consultant in respect of “Appeals” and “Legal Cases”	The selected Consulting Agency shall advise and provide the necessary Technical assistance to the Legal Counsel/Legal Team of AERA related to the tariff order arising from this RFP.
	4	2	2.2	The EMD shall be in the form of a Demand Draft / Bank Guarantee issued by a	In light of the current pandemic COVID 19, it shall be difficult to procure a Demand Draft or a Bank	EMD through NEFT/RTGS mode shall also be accepted in

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				Nationalized/Scheduled Bank in India in favour of the “Airports Economic Regulatory Authority of India” payable at New Delhi	Guarantee. We request the authority to consider the mode of payment for EMD as online through a NEFT/RTGS transaction, debit card payment, credit card payment etc. and make the necessary provisions for the same.	addition to Demand Draft / Bank Guarantee.
	5	2	2.6.1	The Applicant shall submit the terms of the engagement of appointment, including period of engagement, of the Aviation Expert (except the financial terms) along with the Technical Bid.	The Authority is already taking an undertaking for the availability of the personnel as part of Form 8 of the RFP. Further, the terms and conditions of the engagement between the Aviation Expert and the Consultant may be deemed as confidential in nature. We request the Authority to kindly remove this requirement.	Original clause is retained with no change.
	6	2	2.6.1	Data Analyst – Prescribed Qualification - B.E /B.Tech/MCA/MBA (IT)	We understand that the Data Analyst would need to have experience in regulatory frame, software based analytical tools, sensitivity analysis, and econometric modeling. In our understanding, an MBA or PGDM (Finance) with relevant work experience in tariff determination, regulatory frame also possess the same skills and is	The qualification of Data Analyst is revised as B.E / <u>B.Tech/MCA/MBA (IT)</u> B .Sc/M.Sc. with Mathematics and Statistics

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					well equipped to perform the envisaged roles and responsibilities. We request the authority to kindly modify the requirement as below: Data Analyst – Prescribed Qualification - B.E /B.Tech/MCA/MBA (IT)/MBA (Finance)/PGDM (Finance)	
	7	2	2.9	Conflict of Interest	We request the authority to kindly confirm if the clause means that any other company associated with the bidder cannot enter into any agreement with the Authority for services relating to only this particular project?	Refer Para 2.9.1, which clearly stipulates that “if an applicant is currently providing any consulting services to AERA in determining the aeronautical tariff of major airports for AERA, this will not be treated as conflict of interest”
	8	2	2.15.1 & 2.15.5	The Applicants shall submit the Proposal in hard bound form Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.	We would like to bring it to the kind notice of the Authority that, due to the ongoing COVID 19 pandemic, the mail/courier services are not functional in many parts of the country and it shall be difficult for the bidder to submit the hard copies of the proposal. We request the Authority to kindly consider the proposal submission through a centralized e government procurement portal (for EMD	Original clause is retained with no change.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					<p>payment, technical proposal submission and financial proposal submission) or accept the password protected soft copies of proposals over email.</p> <p>Further, the bidder shall submit the hard copies to the Authority once the situation normalizes.</p>	
	9	2	2.21	Confidentiality – New Clause	<p>We request the Authority to kindly include the below text.</p> <p>Provided that this clause shall not apply to any information (a) which forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority</p>	As per provisions contained in the tender document is adequate.
	10	3	3.1.1	The Technical Proposals submitted by Bidders shall be evaluated on the basis of their responsiveness to the RFP, Applicant's experience...	We understand that for Applicant's experience, the information to be submitted as part of Form 2 (Particulars of the Applicant) is sufficient. Please confirm.	Yes- Form-2 is sufficient
	11	3	3.1.1	Specialist/Financial Expert Total marks: 3 07-10 years: 1 10-15 years: 2 15 yrs plus: 3	<p>Given the nature of the services, we request the Authority to kindly modify the marking scheme as follows:</p> <p>Total marks: 3 Up to 05 years: 1 05-07years: 2</p>	Original clause is retained with no change.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					07 years plus : 3	
	12	3	3.1.1	Data Analyst Total marks: 3 07-10 years: 1 10-15 years: 2 15 yrs plus: 3	Given the nature of the services, we request the Authority to kindly modify the marking scheme as follows: Total marks: 3 Up to 05 years: 1 05-07years: 2 07 years plus : 3	Original clause is retained with no change.
	13	3	3.5	Performance Guarantee equivalent to 10% of the value of the award for Consultancy, in the form of a Bank Guarantee issued by a Nationalized/Scheduled Bank	We request the authority to kindly remove this clause of performance security deduction as scope of work is purely consultancy services and payment will be made to consultant after submission and verification of deliverables by authority	Original clause is retained with no change.
	14	3	3.8	New Clause	We request the Authority to kindly include the below clause: "The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services.	Not Agreed.

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					The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."	
	15	5	5.2	AERA shall invoke the Performance Guarantee, to be appropriated against breach of terms and conditions of the contract or on account of delay in completing the task or towards any amounts as may be payable by the Consultant to AERA	We request the Authority to kindly consider the modification of the clause as follows: AERA shall invoke the Performance Guarantee, to be appropriated against breach of terms and conditions of the contract or on account of delay attributable to the Consultant in completing the task or towards any amounts towards this contract as may be payable by the Consultant to AERA	Original clause is retained with no change.
	16	5	5.3	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by AERA in a reasonable	The present clause is too harsh on the consultant. The consultant should be responsible for correcting the errors or variation throughout the term of the contract, however liquidated damages should not apply for error or variation. We request the Authority to kindly delete the clause in entirety.	Original clause is retained with no change.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				<p>manner and recovered from the Consultant by way of liquidated damages. This is without prejudice to the other remedies as may be available as per applicable law. Overall LD, whether on account of delay and error / variation, shall be</p> <p>The present clause is too harsh on the consultant. The consultant should be responsible for correcting the errors or variation throughout the term of the contract, however liquidated damages should not apply for error or variation.</p> <p>We request the Authority to kindly delete the clause in entirety.</p> <p>limited to 5% (Five percentage) of the Agreement/ Award Value.</p>		
	17	5	5.3	<p>In addition to the Liquidated Damages listed hereinabove, as specified in Clauses 5.3 and 5.4 above, the Consultant may be censured and/ or debarred for deficiencies on</p>	<p>The present clause is too harsh on the consultant. We request the Authority to kindly delete the clause in entirety.</p>	<p>Original clause is retained with no change.</p>

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				its part in completion of the consultancy assignment.		
	18	5	5.6	For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.	Payment to the Bidder for already completed work should not be withheld for force majeure. Request the authority to kindly incorporate the below suggested text:Except for the obligation of client to make timely payment, the date of fulfillment of any obligations engagement shall be postponed....	Not Agreed.
	19	5	5.6.5	During the period of its inability to perform the Services as a result of an	We request the Authority to kindly add an enabling clause to ensure that the consultant shall at all times	Not Agreed.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
				event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.	receive payments for work rendered, irrespective of a force majeure event	
	20	10	Form(5)	Experience in eligible assignments	We request the Authority to kindly confirm the definition of the eligible assignments	The “experience in eligible assignment” shall be in tariff determination in Airport Sector.
	21	10	Form (6)	Methodology and Work Plan (not more than three pages)	We would like to bring to the kind notice of the Authority that Bidder would like to demonstrate detailed Approach & Methodology for the assignment in order to demonstrate the comprehensive and in-depth understanding of the assignment. The present limit of three pages may not be adequate for both the methodology and work plan. We request the Authority to kindly increase the limit to 5 pages.	The para is revised as “Methodology and Work Plan (not more than Five pages).”
	22	2.7.2	No breach of Agreement	The failure of a Party to fulfil any of its obligations.....	We request the Authority to kindly modify the clause as below: Except in case of the obligation of client to make timely payment, the	Original clause is retained with no change.

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					failure of a Party to fulfill any of its obligation	
	23	2.8	Suspension of Agreement		We suggest the Authority that prior notice to rectify be given that unilaterally client deciding to suspend the services.	Original clause is retained with no change.
	24	2.9	Termination of Agreement		We request the authority to kindly add the following clause: “Consultant will be entitled to terminate the Agreement by giving 15 days’ notice to the Authority in case (i) Authority fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Authority, including but not limited to, Authority’s failure to perform its obligations under this Agreement for a period beyond 2 months from the date of this Agreement and Authority’s failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be	Original clause is retained with no change.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					obliged to perform its services or submit any further Deliverables where Authority is in breach of its payment obligations under this Agreement.”	
	25	3.1.4	Indemnity	The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.	<p>We suggest the Authority that Consultant can provide for indemnity against claims suffered as a result of any gross negligent, act of willful misconduct having actually committed by the Consultant.</p> <p>The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or</p>	Original clause is retained with no change.

Organization	Sl. No	Section No	Clause as per EOI	Reference/Subject	Clarification Sought	Reply/ Clarification
					otherwise.	
	26	3.3	Confidentiality		We request the Authority to kindly provide an enabling clause for confidentiality obligations to be valid for a period of 02 years from the date of having received such confidential information	Original clause is retained with no change.
	27	3.4	Liability of the Consultant	<p>3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws 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 likely to accrue due to deficiency in Services rendered by it.</p> <p>3.4.3 The Parties hereto agree that in case of delay, error, variation, negligence or willful misconduct on the part of the Consultant or Key Personnel 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</p>	<p>We request the authority to kindly modify the clauses as below:</p> <p>3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws 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 likely to accrue due to deficiency in Services rendered by it.</p> <p>3.4.3 The Parties hereto agree that in case of delay, error, variation, negligence or willful misconduct on the part of the Consultant or Key Personnel 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, shall be liable to the Authority not exceeding an</p>	Original clause is retained with no change.

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				damage caused to the Authority's property, shall be liable to the Authority not exceeding an amount equal to 1% (one percent) of the total value of the Contract per week, subject to a maximum of 10% (ten percent) of the total value of the Contract.	amount equal to 1% (one percent) of the total value of the Contract per week, subject to a maximum of 10% (ten percent) of the total value of the Contract.	
	28	3.7	Documents prepared by the Consultant to be property of the Authority	New Clause	We request the Authority to kindly include the following: "The Authority however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Authority shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Authority) to the extent necessary for the Authority to use the reports in	As per provisions contained in the tender document is adequate.

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					accordance with this Contract."	
	29	3.9	Accuracy of documents	The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.	We understand that these activities shall be done only during the validity of the contract. Please confirm.	Yes. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations within one year after issuance of final order.
	30	10.4	Arbitration	10.4.1 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	We request the Authority to kindly modify the clause as given below: 10.4.1 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 read along	Original clause is retained with no change.

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				the Arbitration and Conciliation Act,1996 read along with its Amendment in 2015. The place of such arbitration shall be the New Delhi where the Authority has its headquarters and the language of arbitration proceedings shall be English.	with its Amendment in 2015. The place of such arbitration shall be the New Delhi where the Authority has its headquarters and the language of arbitration proceedings shall be English.	
	31			General – New Clause	We understand that number of EXPERTS in the country who may be positioned as Aviation Expert as per the requirements under this assignment are few. We request the Authority to allow Aviation Expert may associate with more than one bidder for this assignment as there is only one airport per bidder will be awarded and there will not be any conflict of interest.	Not Agree
	32			General – New Clause	We request the authority to kindly add the following clauses in the draft agreement: 1. Anti-Bribery and Anti-Corruption: Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit,	As per provisions contained in the tender document is adequate

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					<p>receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person”</p>	

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					<p>is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws. (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p> <p>2. Economic and Trade Sanctions: As of the date of this Agreement the Authority warrants that, (a) neither Authority nor any of its subsidiaries, or any director or corporate officer of any of the</p>	

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					<p>foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Authority is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Authority’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Authority, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Authority. For so long as this Agreement is in effect, the Authority will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Authority’s breach.</p>	

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					<p>3. Non-Exclusivity: The Authority acknowledges that CRISIL or its associates may have other commercial transactions with the Authority, other parties reviewed for the Authority or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p> <p>4. Authority may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Authority any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Authority's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Authority within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.</p> <p>5. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise,</p>	

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					<p>under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Authority under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.</p> <p>6. The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Authority's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Authority will be used by</p>	

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					<p>Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Authority's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Authority in relation to any invoice, the Authority shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Authority. If the Authority fails to do so, and this results in additional liability for Consultant, Authority shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Authority and the consultant is able to claim credit of the GST charged by its partners,</p>	

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					<p>vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Authority an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.</p>	