

Clarifications/Replies to Pre-bid Queries of RFP No.02/2019-20 dated 28.11.2019 for “Engagement of Consultant to assist Airports Economic Regulatory Authority of India (AERA) in Review of Regulatory Philosophy and Approach in Economic Regulation: Revision of the Guidelines for Determination of Tariff(s) for Aeronautical Services provided by Airport Operators and Independent Service Providers at major airports.”

| Name of Bidder | Query No. | RFP Clause | | | Bidders Query | Remarks/ Authority's response |
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| | | Clause No./ Para No. | Name | Text requiring clarification | | |
| M/s SBI CAPS | | | | | | |
| M/s SBI CAP | 1 | 2.1 | Scope of Work | 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 AERA to limit this assistance to providing necessary material utilized by the Consultant at the time of carrying out the scope limited to the preparation of revised guidelines, to the legal advisors of AERA as and when required. Authority shall use the revised guidelines to issue orders for future control periods of existing airports and Consultant shall not be able to assist the Authority in legal matters in all those orders. | It is modified as under: “The selected Applicant shall also assist AERA in 'Appeals' and 'Legal Cases' against the Orders (Orders/Directions issued notifying the Revised Guidelines against this RFP) to the extent of the scope of work under this RFP. |
| M/s SBICAP | 2 | 2.2.5 | Release of Earnest Money | The Performance Guarantee shall be refunded to the | Request AERA to consider the following: | The following modification is |

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| | | | Deposit | party after completion of 01 (one) year from the date of completion of the assignment 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 validity of the Performance Guarantee will be 28 (twenty eight) months (4 months + 01 (one) year support period after notification of the Revised Guidelines + 01 (one) year release period. | Keep the validity of Performance Guarantee 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. | considered: The Performance Guarantee will be released after completion of one year support period from the date of issuance of the final Orders/Directions against this RFP. |
| M/s SBICAP | 3 | 3.1.1 C | Technical Evaluation | Qualification and Experience of Key Personnel / Personal Interaction | Request AERA to consider the following: Given the fact that there are marks already provided for minimum qualification, request AERA to provide additional marks only based on Personal Interaction and not based on additional experience beyond the minimal qualification. | Original clause is retained with no change. |

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| M/s SBICAP | 4 | 3.1.2 | Technical Proposal Evaluation | The proposed Key Personnel except Aviation Expert must be on the pay rolls of the Applicant and will be duly supported with professional staff of the Applicant. The Aviation Expert may be on the pay rolls of the Applicant or be associated as a Consultant to the Applicant provided his/her appointment as a Consultant to the Assignment shall be remained for the entire duration of the Assignment. | Request AERA to consider the following: "The proposed Key Personnel except Aviation and Legal Expert must be on the pay rolls of the Applicant and will be duly supported with professional staff of the Applicant. The Aviation and Legal Expert may be on the pay rolls of the Applicant or be associated as a Consultant to the Applicant provided his/her appointment as a Consultant to the Assignment shall be remained for the entire duration of the Assignment." The above is required to ensure opportunity for financial consultants to participate in the bid taking the expertise of external legal counsels as they may not have the requisite legal expertise in house. | Agreed. The clause is modified as under: "The proposed Key Personnel except Aviation and Legal Expert must be on the pay rolls of the Applicant and will be duly supported with professional staff of the Applicant. The Aviation and Legal Expert may be on the pay rolls of the Applicant or be associated as a Consultant to the Applicant (whether hired as an individual or from a Law firm) provided his/her appointment as a Consultant to the Assignment shall remain for the entire duration of the Assignment." Other terms and |

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| | | | | | | conditions shall remain the same. |
| M/s PWC | | | | | | |
| M/s PWC | 5 | 2.6.1 (f) | Conditions of Eligibility | The Team Members viz. Team Leader, Sector Experts and Aviation Expert should be below the age of 70 years as on the proposal due date. | We request the authority to remove the upper cap of 70 on team members. Capping on age limits the participation of experienced personnel in the bid. | Original clause is retained with no change. |
| M/s PWC | 6 | 2.6.1 (e) | Conditions of Eligibility | The proposed Team Leader and Sector Experts except Aviation Expert must be employees/ partner of the Applicant firm at least for the last one year. | <p>We request the authority to modify this clause to:</p> <p><i>“The proposed Team Leader and Sector Experts except Aviation Expert and Legal Expert must be employees/ partner of the Applicant firm at least for the last one year.”</i></p> <p>We wish to submit that we are not a law firm and not authorized to provide legal opinions/advice. We request you to allow us to subcontract the legal work to a qualified lawyer authorized to provide such services.</p> | Please refer to the response to the Query No. 4. |
| M/s E&Y | | | | | | |
| M/s EY | 7 | 2.4/ pg41 | Background | Context would also change | Given that airports are envisaged to be | The selected applicant |

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| | | | | with new airports likely to be bid out on the basis of pre-determined tariff, where the role of the Authority will get restricted to possibly an advisory role. The Authority would like to explore the nature of such advisory or any other role in detail. | privatized, requesting AERA to shed light on aspects it is looking at for treatment of privatization of airports on the tariff Guidelines. We propose that AERA clearly defines the predetermined tariff approach, for e.g. like a fixed tariff for 50 year concession or a fixed tariff, escalating periodically. | has to respond as per RFP and query is not relevant in this context. |
| M/s EY | 8 | 2.6.1(e)/pg16 | Eligibility of Key Personnel | The proposed Team Leader and Sector Experts except Aviation Expert must be employees/ partner of the Applicant firm at least for the last one year. | Consultants should be allowed to have member firms as legal experts. This is because EY as a firm cannot have a legal consulting practice/service by law. | Please refer to the response to the Query no. 4. Member firms as Legal Experts are not allowed. It is again clarified that the engagement of Legal Expert as a Consultant shall remain for the entire duration of the Assignment. |
| M/s EY | 9 | 3.1.4/pg75 | 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. | The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services. | Original clause is retained with no change. |

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| M/s EY | 10 | 7.1/ pg82 | Performance Guarantee | For the purposes of this Agreement, Performance Guarantee shall be deemed to be an amount equal to 10% (Ten percent) of the Agreement Value (the "Performance Guarantee"). The Consultant shall be required to provide a Performance Guarantee in the form of a Bank Guarantee issued by a nationalized bank or a scheduled bank in India (Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.) | Request AERA not to insist on performance guarantee. | Original clause is retained with no change. |
| M/s EY | 11 | 7.1.2/ pg82 | Performance Guarantee | The Performance Guarantee shall be retained by AERA for a period of one year from the date of completion of consultancy assignment and will be released after submission of an affidavit (on non-judicial stamp paper of Rs. 100/-) that they will assist AERA in 'Appeals' and 'Legal Cases' against the Orders of the Authority and to implement the Tribunal | <p>Please clarify whether the Performance Guarantee will be retained for one year after issue of order by the Authority or post completion of assistance in Legal matters.</p> <p>In either case, we request AERA to reduce the retention period of performance guarantee to four months after completion of consulting services.</p> | Please refer to the response to Query No. 2. |

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| | | | | (Appellate Tribunal- TDSAT at present) Orders. | | |
| M/s EY | 12 | 2.2.1/ pg12 | Earnest Money Deposit (EMD) | The Applicants shall submit, along with their Proposal, an EMD of Rs. 3,00,000/- (Rupees Three Lakh only) for each of the Assignment in the following form (a) 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; | Request AERA not to insist on submission of EMD or reduce the amount of EMD to Rupees one lakh. | Original clause is retained with no change. |
| M/s EY | 13 | Appendix-I, Form 1, para 14/ pg55 | Letter of Proposal | The EMD of Rs. 3,00,000 (Rupees Three Lakhs only) in the form of a Demand Draft, from a Nationalised/ Scheduled Bank in India, is attached, in accordance with the RFP Document. | Request AERA not to insist on submission of EMD or reduce the amount of EMD to Rupees one lakh. | Original clause is retained with no change. |
| M/s EY | 14 | 2.2.4(a)/ pg12 | Forfeiture Of Earnest Money Deposit (EMD) | If an Applicant submits a non-responsive Proposal | Request AERA to give a chance to rectify inadvertent mistakes | Original clause is retained with no change. |
| M/s EY | 15 | 2.9.2/ pg73 | Termination of Agreement by the Consultant | The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be | Request AERA to reduce consultant's notice period to 15 days, same as that for the Authority | Original clause is retained with no change. |

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| | | | | given after the occurrence of any of the events specified in this Clauses 2.9.2, terminate this Agreement if: | | |
| M/s EY | 16 | 3.1.1.2.2/ pg 47 | Analysis of existing context | Examine the need for framing the separate Guidelines for courier service. | The referred clause states that the Authority wants to frame separate Guidelines for courier service. Requesting the Authority to confirm that as part of the Approach, the Consultant is expected to hold discussions with courier companies to carry out an understanding of courier services. | The selected applicant has to carry out work as per the Terms of Reference. |
| M/s EY | 17 | 4/ pg30 and 6.4 and 6.5/ pg43 | Deliverables and Payment Schedule & Completion of Services | 4. Note-1: If due to any reason, work/assignment is not completed within the stipulated time, 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 will make | Request AERA to delete para 5 "Liquidation Damages and Penalties (para 5.4)" The period of consultancy services is given as 'four' (4) months which seems to be insufficient to carry out the exercise. Request AERA to increase the consultancy period to 'six' (6) months. | Original clause is retained with no change. As regards para 6.4 at page 43, It is further clarified that AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months for finalization/issue of the Revised Guidelines at its own discretion in case |

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| | | | <p>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>6.4 The period of consultancy services shall not be more than 04 (four) months from the date of LOA for the finalization/issue of the Revised Guidelines which shall be completed within the stipulated period plus a period of 01 (one) year for 'Post finalization of the Guidelines Assistance' from the date of notification of the Revised Guidelines.</p> <p>6.5 AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months for finalization/issue of the Revised Guidelines at its own discretion.</p> | | <p>assignment is not completed without any financial implication to AERA.</p> |
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| M/s EY | 18 | 5.3/ pg32 | 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 remedies as may be available as per applicable law. Overall LD, whether on account of delay and error/variation, shall be limited to 10% (Ten percent) of the Agreement/ Award Value. | Request AERA to give a chance to rectify inadvertent mistakes. | Original clause is retained with no change. |
| M/s EY | 19 | 3.3.3/ pg29 | Overall evaluation and Order of Contract | (a) The Applicant achieving the highest combined score for an Assignment shall be invited for discussions and given the offer for the respective Assignment. However, no Applicant shall be given an offer of contract | The Authority has stated that two separate Consultants would be selected, one for each Assignment. Both the Assignments would be related, as the Assignment B (in relation to ISPs) would require inputs of Airport Operators (who are the subjects for Assignment A), accordingly, the | Original clause is retained with no change. However the AERA if required, may facilitate interaction between the selected applicants for the assignments. |

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| | | | | <p>for more than one Assignment. The decision with respect to the Assignment to be allotted to the Applicant shall vest solely with the AERA.</p> <p>The Applicant may in its Proposal submit its preference of choice for the allotment of Assignment to AERA but in case the Applicant is the Selected Applicant for more than one Assignment, then the final discretion shall vest solely with AERA.</p> <p>(b) If a bidder applies / quotes for both the Assignment(s) and that bidder becomes L1 in both the Assignments, work will be awarded only for one Assignment and L2 party will be required to match the quote of L1 party for award of second Assignment.</p> | <p>Authority is requested to clarify how does it envisage driving coherence between the two consultants, given the two Assignments are related to each other.</p> <p>Hence, we propose that the Authority revisit their clause of appointing separate consultants as it will be prudent to have one consultant doing both the assignments.</p> | |
| M/s EY | 20 | 3.1.1.5/pg 42 | Analysis of existing context | Developing a standardized simplified tariff model based | The referred clause states that the Authority requires a standard tariff | Yes. The Authority is expecting an Excel |

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| | | & 3.1.1.6/ pg 47 | | on the framed revised regulations/guidelines and studying the impact of revision on the various tariff components and Airport services | model to evaluate the impact of the revised guideline on the tariff. Requesting AERA to clarify, that as part of the deliverable, is the Authority expecting an Excel based model of tariff computation? | based simplified model for tariff computation based on the framed revised Guidelines for Airport Operators and Independent Service Providers. |
| M/s EY | 21 | 2.5/ pg 41 | Background | In terms of experiences accumulated with the Authority, the Authority has issued its Tariff Orders for different sets of airports – DIAL and MIAL responding to the context of OMDA / SSA, HIAL and BIAL with a different context, and a set of AAI airports under Government’s control. Such varied contexts have led to slightly varied nature of treatment accorded to similar business segments (such as cargo and ground handling). | Requesting the Authority to clarify what it means by varied nature of treatment. | Background has been given showing different sets of the airports. The selected applicant has to examine this aspect while working on the assignment(s). |
| M/s EY | 22 | Appendix II Form 1/ pg66 | Financial Bid | Format for fee Quote; Amount in Rs, (in numbers) (Excluding applicable taxes and levies) | As per the format provided in the RFP document, the bidder is required to provide the discount offered. We request the Authority to kindly clarify if the discount offered shall be | Any discount mentioned in the Financial bid format, shall be considered for evaluation. (Net |

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| | | | | | <p>considered while evaluation.</p> <p>If not, we request the Authority to kindly modify the financial proposal format to exclude the discount offered row</p> | <p>amount will be considered)</p> <p>The original format as mentioned in Appendix II, Form 1 is retained.</p> |
| M/s EY | 23 | 1.5/ pg09 | Selection Process | <p>AERA would endeavour to adhere to the following schedule:</p> <p>a. Last date for receiving queries/ clarifications 09.12.2019</p> <p>b. Pre-Bid Conference 19.12.2019</p> <p>c. AERA's response to queries 30.12.2019</p> <p>d. Proposal Submission Due Date/Time 10.01.2020, 1100 Hrs</p> <p>e. Presentation by Applicants 20-21.01.2020</p> | <p>We request the Authority to kindly extend the proposal due date or present response to queries on an earlier date than 30 December 2019, in view of the festive and new year's time.</p> | <p>AERA considered the issue and decided to prepone the date of uploading AERA's Responses to the queries from 30.12.2019 to 27.12.2019. However the <u>Proposal Due Date</u> and further schedule will remain the same.</p> |

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| | | | | <p>f. Opening of Financial Proposals 30.01.2020 at 1100 Hrs Page 10 of 103</p> <p>g. Letter of Award (LOA) 11.02.2020</p> <p>h. Signing of Agreement Within 15 days from issue of LOA</p> <p>i. Validity of Proposal 90 days from Proposal Due Date</p> | | |
| M/s EY | 24 | 5.5 /pg32 | 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 in completion of the consultancy assignment. | Should be deleted as per our Legal Team | Original clause is retained with no change. |
| M/s EY | 25 | | New 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. | |
| M/s KPMG | | | | | | |
| M/s KPMG | 26 | 2.2.5 (c) | Release of EMD | The Performance Guarantee shall be refunded to the party after completion of 01 (one) year from the date of completion of the assignment 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 validity of the Performance Guarantee will be 28 (twenty eight) months (4 months + 01 (one) year support period | We strongly request the Authority to limit the support period till 3 months post completion of 4 months assignment period since it is very difficult to access the effort required post completion of assignment. The Authority and the consultant can enter into a new contract for support services on mutually agreed terms and conditions post completion of assignment. | Please refer to the response to Query No. 2. |

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| | | | | after notification of the Revised Guidelines + 01 (one) year release period. It may be further extended as may be mutually agreed by the Authority and the selected Consultant | | |
| M/S KPMG | 27 | 2.4 | Validity of Agreement | Unless terminated earlier pursuant to Clause 2.9 hereof, the agreement shall be valid for a period of 16 months (4 months + 01 year assistance period on Guidelines) from the date of LOA. However, AERA reserves the right to extend the period at its own discretion. | We request the Authority to reduce the period for support required post completion of the services under this agreement to 3 months. In the recent bid process for selection of consultant for privatization of 6 airports released by AAI, the post transaction support is limited to 3 months from achieving COD for an airport. We would strongly urge the Authority to limit the number of hours of service required during this post assignment period to 100 hours so that we are able to quantify the effort. Further, in case of additional effort, fees should be mutually agreed between the Consultant and the Authority or Authority may appoint a third party legal team to assist them. | Original clause is retained with no change. |

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| M/s KPMG | 28 | 2.6.1 (a) | Conditions of Eligibility | JVs. / Consortiums are not permitted. | Only authorized firms are allowed to provide legal services. Please allow formation of consortium with legal consultant so that we can provide comprehensive services including legal services to AERA through our consortium member. | JVs and Consortium are not permitted. However for Legal Expert, please refer to the response to Query No. 4. |
| M/s KPMG | 29 | 2.6.1 (d) | Conditions of Eligibility | The Applicant should have a minimum turnover of Rs.75,00,00,000/- (Rupees Seventy five crores) per annum under the head of professional fees during each of the last three accounting years. For avoidance of doubt, professional fees hereunder refer to fees earned by the Applicant for providing advisory or | We request the Authority to increase the minimum turnover threshold to INR 150 cr. which is in line with the recent RFP released by central government PSUs for such key and important assignments. | Minimum Turnover is revised to Rs 50,00,00,000/- (Rupees fifty crores). Refer response to Query No. 42 also. |

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| | | | | consultancy services to its clients. | | |
| M/s KPMG | 30 | 2.6.1 (g) | Conditions of Eligibility | Aviation Expert: 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. The Aviation Expert 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 | Aviation Expert is a key and critical personnel required for successful delivery of the project. We would request the Authority to only allow Aviation Expert which is on the pay rolls of the Applicant. | Original clause is retained with no change. |

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| | | | | (except the financial terms) along with the Technical Bid. | | |
| M/s KPMG | 31 | 2.6.1 (g) | Conditions of Eligibility | Eligibility criteria for Key Personnel: Each of the Key Personnel must fulfill the eligibility criteria specified herein below: Team Leader - CA/ICWA / MBA/PGDBM from a reputed Institute | We strongly request the Authority to also allow Ph.D. or equivalent education qualification for the position of Team Leader. Our Global Lead of Airports has a Ph. D. in Transport Economics and has undertaken several relevant projects such as drafting of National Civil Aviation Policy (2016), civil aviation policy for Andhra Pradesh, business plan and transaction advisory for NMIA (the largest greenfield airport), Mopa (Goa), Bhogapuram, Dagadarthi and Singrauli Airport, etc. Ph.D. or equivalent education qualification of the experts has been allowed in recent tenders of central government agencies. | The qualifications for Team Leader in the Clause no. 2.6.1 (g) SI no.1, is modified as below: "1. Team Leader-CA/ICWA/MBA/PGDM from a reputed Institute/ PG degree in Economics from a reputed Institute. " |
| M/s KPMG | 32 | 2.9 | | ...Without limitation on the generality of the foregoing, the Consultant or any of its Associates shall not take up any assignment that by its | | AERA considered the issue and decided to modify the clause as under: "..Without limitation |

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| | | | Conflict of interest | nature will result in conflict with the present assignment i.e., during the period of this assignment and for a period of 1 (one) year thereafter.... | In line with our request for revision of post completion period support of 3 months, we propose the Authority to revise the 1 (one) period under conflict of interest clause to 3 months as below: <i>".....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 i.e., during the period of this assignment and for a period of 1 (one) year 3 months thereafter....."</i> | 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 i.e., during the period of this assignment plus for 3 (three months) thereafter.." |
| M/s KPMG | 33 | 2.9 | Conflict of interest |Whereas, a similar engagement for any other regulator (viz. Central government in the case of airports other than major airports) may not be so construed as conflict of interest. | We request the Authority to revise the clause as below:"...Whereas, a similar engagement for any other regulator/ public sector entities/ government entities (viz. Central government in the case of airports other than major airports) may not be so construed as conflict of interest..." | AERA considered the issue and decided to modify the clause as under: "...Whereas, a similar engagement for any other regulator/ Central Government Public Sector Entities / Government Entities (viz. Central government in the case of airports other than major airports) may not be so |

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| | | | | | | construed as conflict of interest..." |
| M/s KPMG | 34 | 2.9 | Conflict of interest |In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s), it shall be treated as direct conflict of interest..... | We request the Authority to revise the clause as below to reflect the other assignment of Independent Service Provider under this clause:"..... <i>In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s) or Independent Service Provider, as applicable, it shall be treated as direct conflict of interest....."</i> | The clause is modified as under: "....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...." |
| M/s KPMG | 35 | 2.9 | Conflict of interest |Consulting Companies of Government of India and Public Sector Banks are exempted from this clause. | We request the Authority to remove exemption offered to consulting companies of Government of India and Public Sector Banks under Clause 2.9 to ensure fair competitive process. | Original clause is retained with no change. |
| M/s KPMG | 36 | 3.1.1 | Technical Proposal Evaluation | The firm must have an annual turnover from Professional consulting services in each of the last three years [refer clause 2.6.1 (d)]• Rs.75 crores to Rs.<=100 crores : 6 | In line with our request for clause 2.6.1 (d), we request the Authority to revise the scoring for turnover as below:" <i>The firm must have an annual turnover from Professional consulting services in each of the last three years [refer clause 2.6.1 (d)]• Rs.150 crores</i> | Minimum Turnover is revised to Rs 50,00,00,000/- (Rupees fifty crores). Refer response to Query No. 42 also. Accordingly technical evaluation at clause |

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| | | | | marks• More than 100 crores upto 150 crores : 8 marks• More than 150 crores : 10 marks | <i>to Rs.<=200 crores : 6 marks• More than 200 crores upto 300 crores : 8 marks• More than 300 crores : 10 marks"</i> | 3.1.1,(A, 2) will be revised as under: Rs.50 crores to Rs.<=100 crores : 6 marks, More than 100 crores upto 150 crores : 8 marks, More than 150 crores : 10 marks |
| M/s KPMG | 37 | 3.1.1 | Technical Proposal Evaluation | During the last 10 years, assisted a Regulatory Authority/Government Authority as mentioned above, pertaining to evaluation of multi-year tariff proposals, annual tariff proposals and fixation of tariffs.1-2 assignments : 6 marks3-4 assignments : 7 marks5 or more assignments : 8 marks | We request the Authority to please confirm that each airport for which the evaluation of multi-year tariff proposals, annual tariffs proposals and fixation of tariffs was undertaken, it will be considered as one assignment even if under single contract. | Evaluating MYTP, ATP and fixation of tariff for one airport will be considered as one assignment. |
| M/s KPMG | 38 | 3.1.1 | Technical Proposal Evaluation | Experience: Financial Expert: Total marks: 3, 07-10 years: 1, 10-15 years: 2, 15 yrs plus: 3Legal Expert: Total marks: 3, 07-10 years: 1, 10-15 years: 2, 15 | We request Authority to reduce the experience requirement for these experts to 7 years as follows: Financial Expert: Total marks: 3, 07 years: 1, 08-09 years: 2, 10 years plus: 3Legal Expert: Total marks: 3, 07 | Original clause is retained with no change. |

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| | | | | yrs plus: 3 | years: 1, 08-09 years: 2, 10 years plus: 3 | |
| M/s KPMG | 39 | 3.1.1 | Overall evaluation and offer of contract | The weightage given to the technical and financial proposals are: Technical = 70% and Financial = 30% respectively; | The engagement will result in the overhaul of the airport/ ISP tariff regulation impacting many stakeholders and affecting the entire airport ecosystem. 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. | Original clause is retained with no change. |
| M/s KPMG | 40 | 3.3.3 (b) | Overall evaluation and offer of contract | If a bidder applies / quotes for both the Assignment(s) and that bidder becomes L1 in both the Assignments, work will be awarded only for one Assignment and L2 party will be required to match the quote of L1 party for | Please clarify and elaborate the term L1 and L2 used in the clause. Since, the Authority will be evaluating bidders on a combined score of technical and financial scores, it might happen that the bidder with the highest marks may have quoted a higher bid than the bidder with the second highest marks. We would | -This is further clarified as under: - To make it more clear, it is further clarified that if a bidder becomes the highest scorer (H-1) for both the assignments, the work will be awarded |

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| | | | | award of second Assignment | request the Authority to first open the financial bids of airport operator assignment and then declare the highest bidder for airport operator assignment. Later, the Authority should open the financial bids for independent service provider assignment of all the bidders except the highest bidder for airport operator assignment and declare the highest bidder among those financial bids. | only for one assignment as per the option given by the Applicant at para 20 of the Technical Bid (Appendix-I, Form-1) which will be treated as final option. Further in this case the second highest scorer (H-2) will be required to match the quote of H-1 for award of the second assignment in case the financial quote of H-2 is higher than that of H-1. |
| M/S PKF | | | | | | |
| M/S PKF | 41 | 2.6 (e) | Eligibility of Key Personnel | Eligibility of Key Personnel: The proposed Team Leader and Sector Experts except Aviation Expert must be employees/ partner of the Applicant firm at least for the last one year. The Applicant shall offer the services of only those Key Personnel who fulfill the eligibility requirements | Like Aviation Expert, Legal expert may also excluded from being an Employees/partner of the Applicant firm. It is rare of find firm with combined finance and legal knowledge and experience as the one that is required by AERA. Since JV / Consortium is not allowed, the legal expert may be allowed to be consultant to the bidder. | Please refer to the response to the query no. 4 |

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| | | | | specified at 2.6.1 (f) & (g) below | Rationale: Many financial consultancy firm with relevant experience will get excluded just because that do not have legal expertise within the firm. They would be able get the relevant legal expertise by availing the services of legal professionals. This will make the consultancy also very efficient and reduce costs while maintaining the quality standards. | |
| M/s PKF | 42 | 2.6.1 (d) | Eligibility of Key Personnel | The Applicant should have a minimum turnover of Rs.75,00,00,000/- (Rupees Seventy five crores) per annum under the head of professional fees during each of the last three accounting years. For avoidance of doubt, professional fees hereunder refer to fees earned by the Applicant for providing advisory or consultancy services to its clients. | Specifies an annual turnover from Professional consulting services of Rs. 75 crores and above in last 3 years. The consulting industry is developing only in the last one or two decades and major players are only multi-national firms. This condition will exclude even large Indian companies which only favour multinational firm. Suggestion: While we understand that a size criteria has been chosen so that only established players with enough strength apply, we request that this | The Authority considered this and decided to modify this clause as under: "The Applicant should have a minimum turnover of Rs.50,00,00,000/- (Rupees fifty crores) per annum under the head of professional fees during each of the last three accounting years. For avoidance of doubt, |

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| | | | | | <p>limit may be brought down to a reasonable level of about Rs. 10 crores.</p> <p>The Criteria for Evaluation in 3.1.1. Table 1. Item A 2: The scoring pattern also should be suitably revised to given equal points to all firm that meet the threshold of Rs. 10 Crores. Giving more marks for higher turnover does not have a direct impact of the consultancy service that get provided.</p> <p>Rationale:</p> <p>Rs. 10 Crore Limit at an average annual billing of Rs. 40 Lakhs would mean a firm size of about 20 to 25 people. A firm of this size, would be able to meet the requirements of the consultancy and billing rate would also reflect the seniority of resources with the firm which would address Authority's concern. This was also include many niche capable player would can provide a quality services.</p> | <p>professional fees hereunder refer to fees earned by the Applicant for providing advisory or consultancy services to its clients."</p> <p>Accordingly the technical evaluation for annual turnover as at clause 3.1.1. (A 2) also is revised as mentioned at response to Query No. 36.</p> |
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| M/s PKF | 43 | 2.9.1 | Conflict of Interest | <p>In case the bidder is currently dealing with the advisory services on tariff matter of the major airport(s), it shall be treated as direct conflict of interest.</p> | <p>Several qualified firms are currently working on consulting contracts supporting AERA in determining the tariff of Airports. These firms have in depth knowledge of the current philosophy of the tariff determination and have a good understanding of the issues that are prevalent in the area. Excluding all these firms could be counterproductive, and does not seem logical. Further some firms that are working with AAI on tariff may also get excluded.</p> <p>This seem to steam from the surmise that firms working on tariff matter with major airports can influence the philosophy in favour of the Airport operators. To address this concern the team which is involved in the advisory can be excluded from the consultancy by building a Chinese wall and excluding the team that is providing consultancy on Tariff advisory to major airports from the current consultancy that is required by AERA.</p> | <p>If an applicant is currently providing any consulting services to AERA in determining the aeronautical tariff of the major airport(s) for AERA, this will not be treated as conflict of interest.</p> |
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| | | | | | <p>We request that:</p> <ul style="list-style-type: none"> a. Bidder that are currently dealing with advisory services on tariff matter of the major airport(s) on behalf of AERA / AAI / MOCA need not be treated as conflict of interest b. Bidders who are directly performing advisory services to major airports, if they build a suitable Chinese wall between the team that is performing the services to those Airports and the team that would partake in the current consultancy to AERA, need not be considered as conflict of interest <p>Rationale:</p> <p>This will ensure that the experience of several firms is available to participate in the tender and at the same time it will address the concern of the Authority.</p> | |
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| M/s PKF | 44 | 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 i.e., during the period of this assignment and for a period of 1 (one) year thereafter. | The restriction during the period of one year thereafter may be removed. Rationale: Once the consultancy is delivered, no concern that the consultant will be able influence the advice is no longer valid and it is an unreasonable expectation to exclude the consultant from providing services to Airports when the opportunities for those consultants are only with the Airports. | Please refer to the response to the Query No. 32. |
| M/s CRISIL | | | | | | |
| M/s CRISIL | 45 | 1.5 | As per the bidding document, under the subject: Selection Process | Proposal Submission due date: 10/1/2020 1100 hrs. (IST) | In view of the submission requirements of RFP and need for clarifications/relaxations, we request the Authority to kindly provide at least two (2) weeks, for the proposal submission, after the Authority's response to queries. | Please refer to the response to Query No. 23. |
| M/s CRISIL | 46 | 2.6.1 (e) Page 14 | Eligibility of Key Personnel | The proposed Team Leader and Sector Experts except Aviation Expert must be employees/ partner of the Applicant firm at least for the last one year. | Generally the legal experts are not usually part of financial consulting firms, hence we request the authority to kindly relax this clause for the legal expert | Please refer to the response to the Query No. 4. |
| M/s | 47 | 3.3.3 (b) | Overall | If a bidder applies / quotes | As we understand, the evaluation is on | Please refer to the |

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| CRISIL | | Page 29 | evaluation and offer of contract | for both the Assignment(s) and that bidder becomes L1 in both the Assignments, work will be awarded only for one Assignment and L2 party will be required to match the quote of L1 party for award of second Assignment | QCBS basis (70:30), so we request the authority to kindly define L1 here | response to the Query No. 40. |
| M/s CRISIL | 48 | 3.1.1 C.3 Page 27 | Qualification and Experience of the Key Personnel / Personal Interaction | Financial Expert Total marks: 3 07-10 years: 1 10-15 years: 2 15 yrs plus: 3 | We request the authority to kindly modify the clause as per the following: 05-07 years: 1 07-10 years: 2 10 yrs plus: 3 | Original clause is retained with no change. |
| M/s CRISIL | 49 | 2.9.1 Page 17 | 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 ... | We request the authority to kindly clarify that – 1) “Does this mean that any company associated with CRISIL is prohibited from providing services to the client for this Project or does this mean that any other company associated with the consultant cannot enter into any agreement with the employer for services relating to only this particular project? Our understanding from this is that CRISIL and its associates would not be allowed to be involved in any services related to or resulting from the said engagement. | Original clause is retained with minor modification in this clause as mentioned in response to Query No. 32. |

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| M/s CRISIL | 50 | 1.6 Page 10 | Delivery Schedule | The Selected Consultant shall be given a period of 04 (four) Months + 01 year (one year assistance period for dealing related issues/queries arisen thereof) to accomplish the allocated assignment from the date of signing of the agreement as referred in clause 3.7. AERA may, however, on its discretion, extend the delivery period on case to case basis. | We request the authority to kindly provide a specific duration of the project. | Delivery schedule is clearly defined. |
| M/s CRISIL | 51 | 4.1.2 Page 31 | Assignment B | If due to any reason, work / assignment is not completed within the stipulated time, AERA may at its discretion extend the last date of completion of work without any financial implication to AERA. Decision of AERA in this regard shall be final and binding on the consultant firm. | We request the authority to kindly delete this clause | Original clause is retained with no change. In fact this clause is applicable for both the Assignments i.e. A and B. |
| M/s CRISIL | 52 | 5.6.1 (b) Page 33 | Force Majeure | Without prejudice to the generality of clause (a) above, it is specifically clarified that Force Majeure | We request the authority to kindly delete this clause | Original clause is retained with no change. |

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| | | | | shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. | | |
| M/s CRISIL | 53 | 5.6.2 Page 33 | No breach of Agreement | The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. | We request the authority to kindly modify this clause as- <i>“Except for the obligation of the Client to make timely payment</i> the failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.” | Original clause is retained with no change. |

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| M/s CRISIL | 54 | 5.6.4 Page 33 | Extension of time/Termination of Services | Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, to be decided at the sole discretion of the Authority. | We request the authority to kindly modify this clause as- <i>“Except for clients obligations to make timely payment under the terms of this contract,</i> any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, to be decided at the sole discretion of the Authority. | Original clause is retained with no change. |
| M/s CRISIL | 55 | 4.1 Page 42 | Post finalization of the Guidelines Assistance | Post finalization and notification of the Revised Regulations / Guidelines, the Selected Applicant shall assist AERA in resolving queries/issues received from various sources, interpretations of the modifications, clarifications required related to processing of the tariff proposals wherever required by AERA and other related support services as per requirement of the AERA for a period of one year from | We request the authority to kindly elaborate on what is the exact requirement in this other related services | Is clearly elaborated in the relevant clause. |

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| | | | | the date of notification of the Revised Guidelines. | | |
| M/s CRISIL | 56 | 6.2 Page 49 | Completion of Services | The documents comprising the Deliverables shall remain the property of AERA and shall not be used by the selected Consultant for any purpose other than that intended under these Terms of Reference without the permission of AERA. | We request the client to kindly add the following in the clause : <i>"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. 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."</i> | Original clause is retained with no change. |
| M/s CRISIL | 57 | 6.5 Page 49 | Completion of Services | AERA reserves the right to extend the period of Consultancy beyond the period of 04 (four) months for finalization/ issue of the Revised Guidelines, in its own discretion | We request the authority to kindly delete this clause as the extension if any needs to be mutually acceptable to both the parties | Original clause is retained with no change. Also in case AERA considers to extend the completion period, it will be without any financial implication to AERA. |

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| M/s CRISIL | 58 | Schedule II Page 51 | Guidance note on Conflict of Interest | Guidance note on Conflict of Interest | We request the authority to kindly clarify that does this mean any other company associated with the consultant cannot enter into any agreement with the employer for services relating to only this particular project? | Applicable only for the experts associated with the company. |
| M/s CRISIL | 59 | 1.3 (b) Page 69 | Rights and obligations | The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement. | We request the authority to kindly include the following line: "The Authority shall carry out its obligations in accordance with the provisions of the Agreement and shall make payments to the Consultant in accordance with the provisions of the Agreement | Original clause is retained with no change. |
| M/s CRISIL | 60 | 2.7.1 (b) Page 71 | Force Majeure | Without prejudice to the generality of clause (a) above, it is specifically clarified that Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time | We request the authority to kindly delete this clause | Original clause is retained with no change. |

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| | | | | of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder | | |
| M/s CRISIL | 61 | 2.7.2 Page 72 | No breach of Agreement | The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. | We request the authority to kindly modify this clause as- <i>“Except for the obligation of the Client to make timely payment</i> the failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.” | Original clause is retained with no change. |
| M/s CRISIL | 62 | 2.7.4 Page 72 | Extension of time/Termination of Services | Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a | We request the authority to kindly modify this clause as- <i>“Except for clients obligations to make timely payment under the terms of this contract,</i> any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time | Original clause is retained with no change. |

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| | | | | result of Force Majeure, to be decided at the sole discretion of the Authority. | during which such Party was unable to perform such action as a result of Force Majeure, to be decided at the sole discretion of the Authority. | |
| M/s CRISIL | 63 | 2.7.4 Page 72 | Extension of time/Termination of Services | Not later than fifteen (15) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Authority will be at liberty to terminate the Agreement and award the same to another party. | We request the authority to kindly modify this clause as- “Not later than fifteen (15) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the parties will be at liberty to terminate the Agreement and award the same to another party. | Original clause is retained with no change. |
| M/s CRISIL | 64 | 2.9.1 (c) Page 73 | By the Authority | The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof; | We request the authority to kindly delete this clause as given the nature of services, provision of this clause is not applicable. | Original clause is retained with no change. |
| M/s CRISIL | 65 | 2.9.1 (f) Page 73 | By the Authority | As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 15 (fifteen) days; | We request the authority to kindly modify this clause as: “As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (Sixty) days” | In clause 2.9.1 (f), page 73, the period of 15 days is now increased to 30 days. |
| M/s CRISIL | 66 | 2.9.1 (h) Page 73 | By the Authority | The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement. | We request the authority to kindly delete this clause | Original clause is retained with no change. |

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| M/s CRISIL | 67 | 2.9.3 Page 74 | 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 to kindly delete point (i) and (iii) of the clause | Original clause is retained with no change. |
| M/s CRISIL | 68 | 2.9.5 Page 74 | Payment upon Termination | Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the necessary payments to the Consultant after offsetting against these payments any amount that may be due from the | We request the authority to kindly modify this clause as: "Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the necessary payments to the Consultant that may be due from the Consultant to the Authority having due regard to the completed milestones or deliverable by | Original clause is retained with no change. |

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| | | | | Consultant to the Authority having due regard to the completed milestones or deliverable by the Consultant. | the Consultant. | |
| M/s CRISIL | 69 | 3.1.4 Page 75 | 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. | Given the nature of services the contents of this clause is not applicable and hence we request the authority to kindly delete this clause. We suggest that the overall liability of the Consultant be limited to the contract value. Also indemnity against indirect loss is not acceptable. Neither parties to be held liable for indirect losses. | Original clause is retained with no change. |
| M/s CRISIL | 70 | 3.4 Page 77 | Liability of the Consultant | 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. 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. | We request the authority to kindly delete both these clause | Original clause is retained with no change. |
| M/s | 71 | 3.4.3 | Liability of the | The Parties hereto agree | We request the authority to kindly | Original clause is |

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| CRISIL | | Page 78 | Consultant | 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 | modify this as : "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 , 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 | retained with no change. |
| M/s CRISIL | 72 | 3.4.3 Page 78 | Liability of the Consultant | 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 due to reasons beyond the control of the Consultant, AERA may, in its sole discretion, consider granting | We request the authority to kindly delete this line from the clause | Original clause is retained with no change. |

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| | | | | of appropriate extension of time, without imposition of Liquidate Damages/ Compensation for Delay. | | |
| M/s CRISIL | 73 | 3.4.4 Page 78 | Liability of the Consultant | In addition to the above Clause 3.3.3, the Consultant may be censured and/ or debarred for deficiencies on its part in completion of the consultancy assignment | We request the authority to kindly delete this clause | Original clause is retained with no change. |
| M/s CRISIL | 74 | 3.7 Page 78 | Documents prepared by the Consultant to be property of the Authority | Documents prepared by the Consultant to be property of the Authority | We request the authority to kindly add the following: "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. 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." | Original clause is retained with no change. |

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| M/s CRISIL | 75 | 3.7.3 Page 78 | Documents prepared by the Consultant to be property of the Authority | The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority | We request the authority to kindly delete this clause | Original clause is retained with no change. |
| M/s CRISIL | 76 | 3.9 Page 79 | Accuracy of Documents | The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to | We request the authority to kindly delete the highlighted part | Original clause is retained with no change. |

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| | | | | <p>the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations</p> | | |
| M/s CRISIL | 77 | 6.1 Page 81 | Payment to the consultants | <p>An abstract of the cost of the Services payable to the Consultant is set forth in Annexure-III of the Agreement. The payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is</p> | <p>We request the authority to kindly delete the highlighted part</p> | <p>The clause is modified as under: "An abstract of the cost of the Services payable to the Consultant is set forth in Annexure-III of the Agreement. (the "Agreement Value"). The Parties agree that the</p> |

| | | | | Rs. _____ (Rupees _____ only). | | Agreement Value is Rs. _____ (Rupees _____ only). |
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| M/s CRISIL | 78 | 7.1.2 Page 82 | Performance Guarantee | Notwithstanding anything to the contrary contained in Clause 7.1.1, AERA shall invoke the Performance Guarantee, to be appropriated against breach of terms and conditions of the contract in completing the task or towards any amounts as may be payable by the Consultant to AERA. Further, the Performance Guarantee shall be retained by AERA for a period of one year from the date of completion of consultancy assignment and will be released after submission of an affidavit (on non-judicial stamp paper of Rs.100/-) that they will assist AERA in 'Appeals' and 'Legal Cases' against the Orders of the Authority and to implement the Tribunal (Appellate Tribunal- | We request the authority to kindly delete the highlighted part | Original clause is retained with no change. However response to Query No. 2 may also be referred. |

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| | | | | <p>TDSAT at present) Orders. The balance remaining out of the Performance Guarantee, if any, or the entire Performance Guarantee after adjustment of Penalty, as the case may be, shall be returned to the Consultant within a period of 30 (thirty) days after the period of one year from the completion of the consultancy assignment and issuance of completion certificate by AERA to the Consultant.</p> | | |
| <p>M/s CRISIL</p> | 79 | 10.4.1 Page 84 | Arbitration | <p>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</p> | <p>We request the authority to kindly delete the highlighted part and Arbitration and conciliation act 1996 to govern the arbitration proceedings</p> | <p>Is already clarified and elaborated in Clause 10.4.1.</p> |

| | | | | Alternative Dispute | | |
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| M/s CRISIL | 80 | 10.4.2 Page 84 | Arbitration | There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the "Rules" . | We request the authority to kindly modify this as: "There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with "The Arbitration and Conciliation Act 1996 | Is already clarified and elaborated in Clause 10.4.1. |
| M/s CRISIL | 81 | | Additional clauses | | We request the addition of the following clauses to the draft contract: Anti- Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, 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 | This additional clause is not required for this RFP as the issue is covered under clause 6 i.e. 'Fraud and Corrupt Practices.' |

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| | | | | | <p>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” 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.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>(d) It is a condition of this Agreement</p> | |
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| | | | | | 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 | |
| M/s CRISIL | 82 | Additional clauses | | | We request the addition of the following clauses to the draft contract: Non-Exclusivity: The Client acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement | This additional clause is not required for this RFP. |

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| | | | | | (if any) and the services provided under the agreement shall be on a non-exclusive basis. | |
| M/s CRISIL | 83 | | Additional clauses | | <p>We request the addition of the following clauses to the draft contract:</p> <p>Client Tasks:</p> <p>The Client shall at its own cost do the following in such good time as not to delay or disrupt the performance of the Project: (a) provide all necessary information and material relating to the Project; (b) arrange for all necessary meetings with relevant persons or authorities; (c) render such reasonable assistance (including, where applicable, procurement (or assistance in the procurement of) of any work permits, visas, licenses, consents, etc.; (d) arrange for all necessary material (including, hardware, infrastructure, software licences, etc.).</p> | This additional clause is not required for this RFP. |
| M/s CRISIL | 84 | | Additional clauses | | <p>We request the addition of the following clauses to the draft contract:</p> <p>Project Delay, Suspension or Cancellation:</p> <p>If for any reason (other than Consultant's material breach of the Agreement), the Project is suspended, deferred and/or cancelled, then:</p> <ul style="list-style-type: none"> - all amounts paid to the Consultant | This additional clause is not required for this RFP. |

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| | | | | | <p>until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable;</p> <p>- Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation.</p> <p>Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as Consultant's rights and are liquidated damages.</p> | |
| M/s CRISIL | 85 | | Additional clauses | | <p>We request the addition of the following clauses to the draft contract:</p> <p>Economic and Trade Sanctions</p> <p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the 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 Client 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</p> | This additional clause is not required for this RFP. |

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| | | | | | <p>the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, 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 Client. For so long as this Agreement is in effect, the Client 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 Client's breach.</p> | |
| M/s CRISIL | 86 | | Additional clauses | | <p>We request the addition of the following clauses to the draft contract: Warranties, Indemnity, Liability Consultant will use reasonable skill and care in providing the Services. Except as expressly stated afore, the Consultant does not make any warranties, conditions, or representations to Client, any of its affiliates, or any other party with respect to the work product or any services, whether oral or written, express, implied, or statutory. Client acknowledges and agrees that to the fullest extent permitted by law: (a)</p> | <p>This additional clause is not required for this RFP.</p> |

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| | | | | | <p>in no event shall the Consultant be liable for any special, indirect, incidental, exemplary, or consequential damages or loss of goodwill including without limitation, loss of use, loss of profit, loss of production, loss of interest, business interruption, or the failure of essential purpose, even if Consultant has been notified of the possibility or likelihood of such damages occurring; and (b) without limiting the foregoing, in no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose.</p> <p>The Client shall indemnify and hold harmless Consultant and its affiliates and group entities, and their respective shareholders, officers, directors, employees and agents from and against all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses (including without limitation legal fees) arising out of or in connection with the Agreement except</p> | |
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| | | | | | for those due to their breach of this Agreement | |
| M/s CRISIL | 87 | | Additional clauses | | <p>We request the addition of the following clauses to the draft contract:</p> <p>Consultant Intellectual Property</p> <p>Client acknowledges that all rights, title and interest in (i) the Deliverables, name, logo, brands (Brands) and any pre-existing intellectual property of the Consultant; (ii) unless otherwise expressly agreed in an Engagement Letter, any intellectual property created by the Consultant in the course of performance of this Agreement; and (iii) any know-how used or developed in the course of performance of the Agreement; belong exclusively to the Consultant.</p> <p>Subject to Consultant having received the whole of the amounts due under this Agreement, Client may use the</p> | This additional clause is not required for this RFP. |

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| | | | | | <p>Deliverables for its own internal business purposes and any other Permitted Use as may be stated in the Engagement Letter. For this purpose, Client may make reasonable number of copies and store copies of the Deliverables.</p> <p>Consultant shall retain all right, title and interest in and to the reports, methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the Knowledge Material) embodied in the Deliverables, developed or supplied in connection with the Deliverables.</p> <p>Client Intellectual Property</p> <p>Client exclusively owns all rights in the Brands of the Client and any Data in the form provided by Client.</p> <p>Neither party may engage in any marketing and publicity that uses the other party's Brands without the other party's prior written consent as to the form and nature of use of the other party's Brands; except that Client consents to Consultant mentioning Client as a Consultant's client and using</p> | |
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| | | | | | <p>Client Brands in relation to such mention in Consultant's marketing pitches or individual client presentations other than by way of general advertisements in print or audio-visual media. Consultant will comply with Client's marketing and branding guidelines (as notified) in any such use.</p> <p>Any goodwill generated by a party's permitted use of the other party's intellectual property will inure exclusively to the other party</p> | |
| M/s CRISIL | 88 | | Additional clauses | | <p>We request the addition of the following clauses to the draft contract:</p> <p>Term and Termination</p> <p>The Agreement shall be for the period stated in the Engagement Letter unless terminated earlier in accordance with the Agreement (Term). If no period is stated in the Engagement Letter, the Term shall be the earlier of 1 year from the date of the Engagement Letter or the provision of the Deliverables under the Engagement Letter.</p> <p>A party may forthwith terminate the relevant Engagement Letter(s) by a written notice to the other party if the</p> | This additional clause is not required for this RFP. |

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| | | | | | <p>other party:</p> <p>(a) has materially breached its obligations under the Engagement Letter(s) and has not remedied the breach within a month of receiving the party's written notification of the breach.</p> <p>(b) makes an assignment for the benefit of its creditors, files or has filed against it a petition under any bankruptcy, insolvency, reorganization or similar law, appoints or has appointed against it a trustee or receiver for any of its property or commences or has commenced against it (by resolution or otherwise) the liquidation or winding-up of its affairs, which termination shall be effective immediately upon giving notice.</p> <p>Consultant will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client 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</p> | |
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| | | | | | <p>delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under clause 4 for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing.</p> <p>Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.</p> | |
| M/s CRISIL | 89 | | | | <p>We request the addition of the following clauses to the draft contract:</p> <p>GST</p> <p>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 Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under</p> | <p>This additional clause is not required for this RFP.</p> |

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| | | | | | <p>this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client'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 Client in relation to any invoice, the Client 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 Client. If the Client fails to do so, and this results in additional liability for Consultant, Client 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 Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to</p> | |
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| | | | | | claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant. | |
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