



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
Council of Scientific & Industrial Research
राष्ट्रीय वांतरिक्ष प्रयोगशालाएं
National Aerospace Laboratories

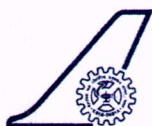
NAL/PUR/SYD/260/22-Z

Date: 19-Jan-2023

CORRIGENDUM
Tender ID:2022_CSIR_136335_1

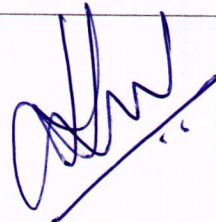
In continuation to our tender No. NAL/PUR/SYD/260/22-Z, uploaded on 24-Nov-2022, for "Conducting Market Surveys, assessment and analysis for Regional Transport Aircraft", please note the following changes:-

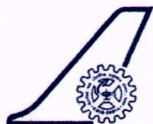
| Sr. No. | Query / Clarification Sought | Clarification/Amendment |
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| 1. Response to pre-bid queries | <p>"All countries with a population of equal to or more than 3 crore people."</p> <p>Given that CSIR-NAL has requested that "All countries with a population of equal to or more than 3 crore people." be assessed. As there are roughly 50 countries in this list and this would be a labor and time-intensive exercise, we were hoping that CSIR-NAL may share an approximate budget for this project. This would enable all bidders to submit rational bids in line with CSIR-NAL's expectations and with assumptions based on a level-playing field.</p> <p>In case CSIR-NAL is unable to share this information, an estimate of the person months required may be provided.</p> | <ul style="list-style-type: none">• Out of 50 countries, the emerging economies where the RTA demand forecasting is very limited/selective and many countries with population more than 3 crores may not have great demand for aircraft for regional routes due to their not so promising economic development or growth prospective which demands for regional civil aviation growth. Hence, it is the firm's duty to analyse and identify those countries requires in-depth studies which requires time and labour. Other countries having poor economic indicators /growth may not need such in-depth market studies.• As above, it is the firms responsibility to estimate the time and effort required. |
| 2. Response to pre-bid queries | <p>"Indenter recommends for QCBS"</p> | <p>Refer Chapter-6, Clause No.6.2 and 6.5</p> |
| 3. Clause 6.2.1 Page 52 | <p>"Should have a resource base of over 100 people"</p> <p>"We request CSIR-NAL to confirm that a self-certification from the Authorized Signatory of the company would be sufficient to demonstrate the requirement of "Should have a resource base of over 100 people".</p> | <ul style="list-style-type: none">• Certification from the Head HR of the company to be submitted• However, the same is subject to verification by CSIR-NAL at any point of time/before the award of work. |



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| <p>4. Clause 6.1 Page 58-75</p> | <p>“Annexure E, F, G, I, J and M, Schedule of requirement”</p> <p>We request CSIR-NAL to confirm that the Manufacturer's authorization form (annexure E), Performance statement form (annexure F), Service support detail form (annexure G), Certificate of Local Content (annexure-I), Certificate of Price break up of Local Content (Annexure J), Deviation statement form (annexure M) and Schedule of requirement (Chapter 3) would not be required to be submitted by the bidders. As we would be providing a service and not goods, we do not believe these to be relevant to the current RFP.</p> | <ul style="list-style-type: none">• Deviation Statement Form• Schedule of requirement as per Tender to be submitted <p>Other Annexures may (viz., E, F G & I) need not be submitted.</p> |
| <p>5. Clause 4.3.4 Page 48</p> | <p>“The deliverable is deemed to be complete only after the MC accepts the same. Payment shall be linked to successful completion of delivery milestones.”</p> <p>We request CSIR-NAL to confirm that payment would be released for each deliverable and not only 100% upon completion of the assignment. As we hope CSIR-NAL can appreciate, it would be untenable for a firm to conduct 9 months of labour-intensive work without any intermittent payments.</p> | <ul style="list-style-type: none">• No change in Commercial terms is accepted at the tender stage |
| <p>6. Clause 1.3.4 [(ii),a] Page 9</p> | <p>“Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser”</p> <p>We request CSIR-NAL to remove this clause given that the recovery for compensation for loss for a services contract at the inception of such a program would be extremely difficult to quantify</p> | <ul style="list-style-type: none">• The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. <p>CSIR-NAL has no Locus standi to change any of the standard terms and conditions.</p> |

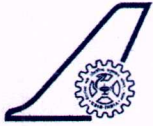
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| <p>7. Clause 1.37.1 Page 26</p> | <p>“The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions of the Purchase Order”</p> <p>Since the quantum of work to be undertaken with respect to the assessment of the markets for over 50 countries is significantly large and would require an extensive amount of time and effort, increasing the requirement by 25% would mean adding 12 more countries thereby demanding more time for the study. Covering these additional countries without any change in the initial unit price and terms and conditions would not be feasible since these countries would include smaller geographies having populations of less than 3 crores and with even more limited forms of information available. We therefore request CSIR-NAL to remove this clause.</p> | <ul style="list-style-type: none"> • The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. CSIR-NAL has no Locus standi to change any of the standard terms and conditions. |
| <p>8. Clause 2.8.2 (a) Page 31</p> | <p>“The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature...”</p> <p>In line with the other contemporary consulting agreements, we request the CSIR-NAL to limit the indemnity to 1x the contract value.</p> | <ul style="list-style-type: none"> • The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. CSIR-NAL has no Locus standi to change any of the standard terms and conditions. |
| <p>9. Clause 2.27.2 Page 38</p> | <p>“In the event the purchaser terminates the contract in whole or in part...”</p> <p>In any equitable agreement, an option for termination should be provided to all parties that are signatories to it. As the bidder currently does not have the option to terminate, we kindly propose the following as additional clauses:</p> | <ul style="list-style-type: none"> • The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. |





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| | <p>"The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case:</p> <ul style="list-style-type: none">- The client does not make the payment to the Consultant- Does not adhere to the arbitration judgement- If Bidder determines that a law, regulation or anything having a similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder." | <p>CSIR-NAL has no Locus standi to change any of the standard terms and conditions.</p> |
| <p>10. Clause 2.27.2 (b) Page 38</p> | <p>"The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract"</p> <p>We request CSIR-NAL to remove this clause as it is not relevant to the current RFP which envisages services to be provided.</p> | <ul style="list-style-type: none">• The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. <p>CSIR-NAL has no Locus standi to change any of the standard terms and conditions.</p> |
| <p>11. Clause 2.39 Page 41</p> | <p>Import and export licenses</p> <p>We request CSIR-NAL to remove this clause as it is not relevant to the current RFP which envisages services to be provided.</p> | <ul style="list-style-type: none">• The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. <p>CSIR-NAL has no Locus standi to change any of the standard terms and conditions.</p> |

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| <p>12.</p> <p>Clause 2.40 Page 41</p> | <p>Risk purchase clause</p> <p>We request CSIR-NAL to remove this clause as it is not relevant to the current RFP which envisages services to be provided.</p> | <ul style="list-style-type: none"> The Purchase Procedure 2019 guidelines adopted by CSIR-NAL are basically governed by General Financial Rules 2017 prepared by Department of Expenditure, Ministry of Finance, Government of India. <p>CSIR-NAL has no Locus standi to change any of the standard terms and conditions.</p> |
| <p>13.</p> <p>Chapter 2: Special Conditions of Contract (SCC)</p> <p>S.No 4: GCC 2.16.3 Page 43</p> | <p>Delivery- mode of transport shipment: (a) By courier (b) Delivery time, CSIR-NAL delivery</p> <p>As we would be providing a service and not goods, we do not believe these to be relevant to the current RFP. Therefore, we request CSIR-NAL to remove this clause.</p> | <p>Appropriate mode may be mentioned while submitting Bid.</p> |
| <p>14.</p> <p>Chapter 2: Special Conditions of Contract (SCC)</p> <p>S.No 7: GCC 2.22.1 Page 43</p> | <p>A (a) 100% after acceptance</p> <p>We request CSIR-NAL to confirm the payment terms would be as follows and not 100% on completion, which would be untenable for any bidder.</p> | <p>No changes in the commercial terms are accepted at the tender stage.</p> |
| <p>15.</p> <p>Chapter 2: Special Conditions of Contract (SCC)</p> <p>S.No 8: GCC 2.27.1 Page 44</p> | <p>(b) If the Supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay LD/penalty of 0.5% of order value per week of delay subject to maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the Supplier</p> <p>We request CSIR-NAL to confirm if this LD will be applicable to services/ deliverables.</p> | <p>No changes in the commercial terms are accepted at the tender stage.</p> |



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| <p>16. Clause 4.3.3 Page 48</p> | <p>Copyright</p> <p>We request CSIR-NAL to add that DTTILLP will retain all rights in the deliverables, work product and any software, material, know-how and/or methodologies that DTTILLP may use or develop in connection with the contract</p> | <ul style="list-style-type: none">• Agreed for copyrights.• However, as per RFP, study materials and data from the study will be submitted to CSIR-NAL. |
| <p>17. Clause 4.3.2 Page 47</p> | <p>“The agency/vendor will prepare a study design and plan, which will include a detailed sampling frame with proper representation of all customers, stakeholders, industries etc., Preparation of data collection tools and survey roll out schedule. Plan for piloting the research tools; Finalize data collection tools; Main field market survey including plan and calendar for data collection and quality monitoring including back checks and validation.”</p> <p>We request CSIR to kindly share the indicative number of surveys it expects the Consultant to conduct. Providing an estimate for this information will allow all prospective bidders to submit rational bids.</p> | <ul style="list-style-type: none">• There is no fixed number of surveys, it is specific to each region and countries depending on the growth prospects of civil aviation. The survey data shall include all major stake-holders involved in the civil aviation chain in a region/country.• Firm should properly assess and submit in the capability of the firm to conduct maximum number of surveys to justify their capability as defined in Clause 6.2.4, Criteria-2, page 53 |

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| <p>18. Clause 4.3.1 Page 47</p> | <p>“The Purchaser's right to inspect and verify necessary, reject the collection of data, raw data, preliminary analysis, assumptions, case studies if not in conformity with the global standards for such survey reports.</p> <p>We request CSIR to kindly define what global standards it would utilize to determine conformity.</p> | <ul style="list-style-type: none"> • Will compare with the similar reports done in the past /recent past by leading regional transport aircraft firms like Embraer, ATR and CAPA Centre for Aviation Reports like “state of the Market Report” |
| <p>19. Annexures E, F, G</p> | <p>Annexures E, F, G</p> <p>We request CSIR to confirm that these Annexures are not required to be filled in by the bidders for this tender</p> | <p>Not applicable being Services</p> |

Kindly, note that, all other terms and conditions of the tender shall remain the same.


Controller of Stores & Purchase
For and on behalf of CSIR