

CORRIGENDUM

Global Study on Disaster Resilience of Airports: Phase 2

Reference No: 02-02001/1/2021-DG_CDRI (Issued on: 30.6.2021)

Please refer to the abovementioned RFP. The following changes which shall be part of the RFP process are appended in this corrigendum.

1. The last date for submission of proposals has been extended till **05 September 2021**, 6 PM (IST).
2. The qualifications for the Finance Expert (Section 4, Staffing Requirements) now reads as – ‘Master’s in economics/Management/Finance or related field’.
3. Under the section on Additional Information on Page 57 of the RFP, Point no. 4, stands deleted.
4. In Data Sheet Point No. 16, table for Evaluation Criteria for Technical Bids, in Consultancy Firm’s specific experience, the note below the table on onus of providing proof now reads as: >75% completion lies with the Agency.
5. In Data Sheet Point No. 16, table for Evaluation Criteria for Technical Bids, in Consultancy Firm’s specific experience, for Experience of providing consultancy services in Financing of Airports or other critical infrastructure projects >75% completed can be submitted.
6. On Pg. 16, Part-II Data Sheet, section 12, Earnest Money Deposit is not required.
7. The following clauses will be revised as per the details:

Point 7.A	
As per RFP	Revised Clause
Confidentiality (Clause 4.3; Page 72)	Addition: CDRI hereby allows the Agency to refer to the present project between the Parties, for future references, without giving out any confidential information, data and/or details in relation to the Project. It is clarified that Agency can use the above right, only in respect of reference for this project.
Point 7.B	
As per RFP	Revised Clause
3. Intellectual Property: 3.1 As a material condition to which Consultant agrees in exchange for the opportunity to provide the Services, Consultant expressly acknowledges and agrees that all reports, documents, improvements, discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, which could either be primary or secondary data, made or developed by Consultant alone or in conjunction with any other person or entity while providing the Services herein or developed by the Consultant during the course of or arising out of his previous employment, which relate to or affect the business of CDRI (“Intellectual Property”), shall be the sole and exclusive property of CDRI. All intellectual	3.1. The Consultant acknowledges and agrees that all Intellectual Property Rights (“IPR”) in relation to Arising IP belongs to CDRI, for perpetuity, and for all territories of the world. The Consultant acknowledges that the Arising IP is a work for hire for which adequate compensation has been paid to it and all IPR in the same vests with CDRI and no one else. 3.2. Parties acknowledge the IPR in the Background IP belongs to each party who owns it prior to the Agreement and does not include Arising IP. A breach

property rights in the same shall be the exclusive property of CDRI, for perpetuity and for all territories of the world.

3.2 The Consultant agrees that during the subsistence of the present contract, it could come across or be handed over material, data etc., where the intellectual property rights in the same would be the sole property of CDRI. Consultant agrees that he shall not, directly, or indirectly, use or disclose any of the said material belonging to CDRI to any entity in any manner or medium whatsoever, for any reasons whatsoever.

3.3 The Consultant expressly agrees to disclose and reveal to CDRI all Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. Consultant hereby assigns to CDRI all rights, title, and interests in any Intellectual Property.

3.4 The Consultant irrevocably appoints the CDRI as his/her/its attorney and, in his name and on his behalf, to execute and do any instrument or thing and generally to use his name for the purpose of giving to the CDRI or its nominee the full benefit of the provisions of this clause 3.

3.5 Surrender of Material upon Termination of Agreement: Upon termination of this Agreement, Consultant shall return immediately to the CDRI all Intellectual Property (including all books, records, notes, data and information relating to CDRI or its business and all other CDRI property), and will so certify in writing that it has done so.

3.6. Moral Rights. Consultant hereby waives all moral rights relating to the Intellectual property which may be developed by it during the performance of the present contract (including any rights (a) of identification of authorship, (b) of approval, restriction, or limitation on use, and (c) to subsequent modifications.

of the same shall be construed as a material breach of the Agreement and dealt with as per provisions given hereunder and applicable laws.

3.3. Consultant agrees to promptly provide its necessary 'Background IP' to CDRI, upon CDRI's request, which is essential and required for the purpose of this Agreement. The Consultant shall give a license of use to CDRI in respect of the Background IP so requested in so far as found necessary by CDRI for the purpose of completion of this Agreement to the satisfaction of CDRI.

3.4. Neither party shall assume any rights in the Other Party's Background Intellectual Property provided for this project other than the right to use as given under clause 3.3 hereinabove.

3.5. Upon prior written permission of CDRI (upon request raised by the Consultant), the Consultant may anonymize the data which forms part of the Arising IP as contemplated in the present Agreement, which has been or will be generated as a result of the performance of the services, and to use such data to provide, manage, support and improve Consultant's services. Such requests for permission by the Consultant are not to be unreasonably denied.

3.6. The Consultant agrees that during the subsistence of the present Agreement, it could come across or be handed over the material, data, etc., where the intellectual property rights in the same would be the sole property of CDRI. Consultant agrees that he shall not, directly or indirectly, use, publish, communicate, copy or in any manner whatsoever disclose said material, whole or in part, the said material, data, information belonging to CDRI, to any entity in any manner or medium whatsoever, for any reasons whatsoever.

3.7. Surrender of material which belongs to CDRI upon Termination of Agreement: Upon termination of this Agreement, Consultant shall return immediately to the CDRI all Background IP which belongs to CDRI (including all books, records, notes, data, and information relating to CDRI or its business and all other CDRI property) and will so certify in writing that it has done so, to the satisfaction of CDRI.

3.8. **Moral Rights:** Consultant hereby waives all moral rights relating to the Intellectual property which may be developed by it during the performance of the present contract (including any rights (a) of identification of authorship, (b) of approval, restriction, or limitation on use, and (c) to subsequent modifications.

Point 7.C

As per RFP

Arbitration:
In the case of dispute arising upon or in relation to or in connection with the contract between the CDRI and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian)

Revised Clause

"In the case of dispute arising upon or in relation to or in connection with the contract between the CDRI and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996, as may be amended from time to

<p>Arbitration and Conciliation Amendment Act, 2019 as may be amended from time to time. Such disputes shall be referred to a sole Arbitrator mutually amended by the Parties. In case of failure of the appointment of the Sole arbitrator, the matter will be decided in accordance with the provisions of the Arbitration Act 2019.</p>	<p>time. In case of failure of the appointment of the Sole arbitrator, with mutual consent, the matter will be decided in accordance with the provisions of the Arbitration Act 1996”</p>
Point 7.D	
As per RFP	Revised Clause
<p>Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 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, (ii) the obligation of confidentiality and intellectual property rights set forth in the present agreement, (iii) the Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 4.5 hereof, and (iv) any right which a Party may have under the Law.</p>	<p>Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 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, (ii) the obligation of confidentiality and intellectual property rights set forth in the present agreement, (iii) the Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 4.5 hereof, and (iv) any right which a Party may have under the Law. All obligations under this contract shall be for a period of twelve months from the date of termination/expiry, whichever is earlier. Provided all obligations of confidentiality and IPR shall survive beyond the said one year period as well.</p>