

SPORTS AUTHORITY OF INDIA

Corrigendum- 1

Bid Reference No. 3(4)/SAI/ES/PMU/2021-2022

Dated: 21.01.2022

Sub: Corrigendum No. 1 to the above referred tender document for Selection of Strategic Advisors (Project Management Unit).

The following changes are incorporated to the bidding document:

| S. no | Clause No | Existing: | Read As: | | | | | | | | | | | | | | | | |
|--|--|---|--|------------|----|------------|--|------------|----|------------|--|----------------------------------|------------|----|------------|--|------------|----|------------|
| 1. | 1. NOTICE INVITING TENDER | <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Bid submission end date and time</td> <td style="width: 20%;">24.01.2022</td> <td style="width: 10%;">at</td> <td style="width: 40%;">14:00 hrs.</td> </tr> <tr> <td>Opening of Technical Bid date and time</td> <td>25.01.2022</td> <td>at</td> <td>14:30 hrs.</td> </tr> </table> | Bid submission end date and time | 24.01.2022 | at | 14:00 hrs. | Opening of Technical Bid date and time | 25.01.2022 | at | 14:30 hrs. | <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Bid submission end date and time</td> <td style="width: 20%;">03.02.2022</td> <td style="width: 10%;">at</td> <td style="width: 40%;">14:00 hrs.</td> </tr> <tr> <td>Opening of Technical Bid date and time</td> <td>04.02.2022</td> <td>at</td> <td>14:30 hrs.</td> </tr> </table> | Bid submission end date and time | 03.02.2022 | at | 14:00 hrs. | Opening of Technical Bid date and time | 04.02.2022 | at | 14:30 hrs. |
| Bid submission end date and time | 24.01.2022 | at | 14:00 hrs. | | | | | | | | | | | | | | | | |
| Opening of Technical Bid date and time | 25.01.2022 | at | 14:30 hrs. | | | | | | | | | | | | | | | | |
| Bid submission end date and time | 03.02.2022 | at | 14:00 hrs. | | | | | | | | | | | | | | | | |
| Opening of Technical Bid date and time | 04.02.2022 | at | 14:30 hrs. | | | | | | | | | | | | | | | | |
| 2. | ANNEXURE 'III' 1. ELIGIBILITY CRITERIA,1 | Bidder should be currently empanelled as a Tier I Consultant with NICSI (National Informatics Centre Services Inc.) | <p>Bidder should be currently empanelled as a Tier I Consultant with NICSI (National Informatics Centre Services Inc.) or departments / autonomous bodies of GoI for similar management consulting/project management/ e governance purpose.</p> <p>The bidders are required to submit Proof of valid empanelment issued by NICSI or Departments / autonomous bodies of GoI i.e., Valid Letter/ agreement of empanelment issued by NICSI or departments / autonomous bodies of GoI with validity and terms of empanelment.</p> | | | | | | | | | | | | | | | | |
| 3. | 19. Payment Terms Page 12 | 19.1. The payment will be made on monthly basis as per prevalent NICS I empanelled rates for Tier I Consultant according to the actual deployment and resource profiles required in the RFP. The invoices should be submitted along with attendance report from the concerned/assigned division of each resource. | 19.1. Irrespective of the empanelment considered for eligibility of the consultant, the payment will be made on monthly basis only as per prevalent NICS I empanelled rates for Tier I Consultant as per the positions and bands detailed in Annexure, I Point 4, and according to the actual deployment per resource profiles required in the RFP. The invoices should be submitted along with attendance report from the concerned/assigned division of each resource." | | | | | | | | | | | | | | | | |
| 4. | 21. Penalty Page. 14 | 21.1. In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value. | 21.1. In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the individual per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value. | | | | | | | | | | | | | | | | |
| 5. | 21. Penalty Page. 14 | 21.2. Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply: | 21.2. Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply: | | | | | | | | | | | | | | | | |

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| S. no | Clause No | Existing: | Read As: |
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| | | <ul style="list-style-type: none"> ▶ Replacement of first personnel: No penalty ▶ Replacement of second personnel: will be subject to reduction of remuneration by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. ▶ Further Replacements: will be subject to reduction of remuneration by 10% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. | <ul style="list-style-type: none"> ▶ Replacement of first personnel: No penalty ▶ Replacement of second personnel: will be subject to reduction of remuneration by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. ▶ Further Replacements: will be subject to reduction of remuneration by 10% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. <p>SAI reserves the right to allow substitution of the Key personnel without penalty if due justification like termination by the client/firm, terminal illness or death etc. is available</p> |
| 6. | 27. Termination Page 18 | <p>27.1. SAI may terminate the Service Agreement by serving written notice:</p> <ul style="list-style-type: none"> a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations. b. In the event services of the Bidder are not satisfactory or up to the mark. c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement. d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement. f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI. g. Any other reason as deemed fit by SAI | <p>27.1. SAI may terminate the Service Agreement by serving written notice of 30 days:</p> <ul style="list-style-type: none"> a. In case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations. b. In the event services of the Bidder are not satisfactory or up to the mark. c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement. d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement. f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI. g. Any other reason as deemed fit by SAI. <p>27.2. The Successful Bidder may terminate the Agreement, by serving a 60 day written notice to SAI, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, SAI reserves the right to forfeit the Performance Security after due evaluation.</p> |

All other contents of the Bid Document including terms & conditions remain unaltered.

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The Prebid queries received from various perspective bidders and the reply to the same is attached below for information.

| S. no. | Section Number in RFP Document | Clause as per the RFP | Clarification Sought | SAI Reply |
|--------|---|--|---|---|
| 1 | <p>Annexure III. 2. EVALUATION CRITERIA A.2 Specific Experience: Page 26</p> | <p>Specific Experience:20 Marks Consulting experience of executing sports PMU engagements (Non-event sports experience only) with reputed organizations such as government agencies, NSFs etc... which include sports strategy formulation and implementation support, initiatives supporting development pathways for elite and grassroots athletes, digital transformation, and business transformation support in last 05 years from the date of Opening of Tender.</p> <ul style="list-style-type: none"> • Project value of INR 50 lakhs to INR 1 Cr – 2 mark per project • Project value of more than INR 1 Cr to INR 1.5 Cr – 3 marks per project • Project value of more than INR 1.5 Cr – 5 marks per project <p>Note:</p> <ul style="list-style-type: none"> • Projects where the bidder was the lead or sole member of the contract will only be considered. • For the purpose of evaluation, PMU projects submitted against A.1 will not be considered for evaluation. • A single contract/ extension to a contract will be considered as one project experience only • Event based PMUs will not be considered for evaluation. <p>(Maximum ten projects will be considered for evaluation)</p> | <p>It is requested that the specific experience requirement may be reconsidered. We are a NICS I empanelled management consulting firm with significant experience in undertaking large transformation engagements with public and private sector clients. We have the necessary knowledge, technical skills and financial stability to undertake this engagement.</p> <p>We believe we are well qualified to be considered for this engagement, but the specific requirement stipulated in the RFP document prevents us from participating in the Bid. This criterion is restricting entry of other firms like us that could potentially be considered for this.</p> <p>It is highlighted that the sports specific requirement has already been sought by SAI from the proposed team to be deployed for the project. We request that the Sports specific firm level requirement may be removed, this would ensure larger participation from all capable bidders</p> <p>We understand that the Authority has already sought relevant PMU Experience in clause A.1. Hence, we request the Authority to remove ‘Sports PMU’ from clause A.2. Instead, the Authority may seek prior experience in executing sports sector projects.</p> <p>In the interest of fairness to all bidders, we request the Authority to revise the clause as below: Consulting experience of executing sport sector engagements which include sports strategy formulation / implementation support, feasibility studies, transaction advisory, initiatives supporting development pathways for elite and grassroots athletes, digital transformation, and business transformation support in last 10 years from the date of Opening of Tender.</p> <ul style="list-style-type: none"> • Project value between INR 25 lakh and 1 crore – 3 marks per project • Project value > 1 crore – 5 marks per project <p>While we understand that the criteria for selection may have been decided based on the requirements of the project, we believe that the given criteria are too specific. Sports is a relatively new sector for consultancy engagements for the consultants in the country It is requested that this specific requirement may be relaxed by way of allowing projects</p> | <p>As SAI is looking for a PMU which would support SAI to implement and formulate Sports Specific projects at a national level, Sports Specific PMU experience is required. However, in view of larger participation the Eligibility criteria at Annexure III, 1, 1. Consulting Credential is relaxed as mentioned in Corrigendum 1, Point 2.</p> |

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| | | | undertaken in the last 10 years. Also, if international experiences of the consultants may be considered for evaluation, and accordingly relax requirement of providing completion certificates, considering NDA signed with International Clients. | |
| 2 | Evaluation Criteria Clause: B.1 Page: 26 | <p>Senior Strategy & Planning Expert - (2 CVs to be evaluated) 2*10=20</p> <p>Professional Experience:</p> <ul style="list-style-type: none"> • Less than 4 years of total experience: 0 Mark • 4 - < 5 years of total experience: 1 Mark • 5 - < 6 years of total experience: 2 Marks • 6 or more years of total experience: 3 Marks <p>Government Consulting Experience:</p> <ul style="list-style-type: none"> • 4 - <5 Years of Experience in Government Consulting: 3 Marks • 5 or more Years of Experience in Government Consulting: 5 Marks <p>Sports Domain Experience:</p> <ul style="list-style-type: none"> • Experience of Working in consulting assignments in Sports & Fitness Sector - 2 Marks | We understand that if we provide a resource with more than 6 years of professional experience, the remuneration corresponding to that resource personnel as per NICS I rates will be considered by the Authority. Kindly confirm our understanding. | <p>Clarified as:</p> <p>The payment will be made to resources only as per 'NICS I Experience band required' as mentioned in Annexure I, Point 4. Extra Experience possessed by the resource will not change the band considered for payment. However, if experience is more than 6 years, advantage will be given in Technical evaluation as detailed in Evaluation criteria, B</p> |
| | Evaluation Criteria Clause: B.2 Page: 26 | <p>Strategy & Planning Expert (3 CVs to be evaluated): 3*10= 30</p> <p>Professional Experience:</p> <ul style="list-style-type: none"> • Less than 2 years of total experience: 0 Mark • 2 - < 3 years of total experience: 2 Marks • 3 or more years of total experience: 3 Marks <p>Government Consulting Experience:</p> <ul style="list-style-type: none"> • 0+-1 Years of Experience in Government Consulting: 3 Marks (Zero (0) marks will be given for a resource with No Experience in Government Consulting) • 1 or more Years of Experience in Government Consulting: 5 Marks <p>Sports Domain Experience:</p> <ul style="list-style-type: none"> • Experience of Working in consulting assignments in Sports & Fitness Sector - 2 Marks | | |
| | Evaluation Criteria Clause: B.3 Page: 27 | <p>ICT expert</p> <p>Professional Experience:</p> <ul style="list-style-type: none"> • Less than 4 years of experience in IT Projects: 0 Mark • 4 - < 5 years of experience in IT Projects: 5 Marks | While we understand that the criteria for selection of team members may have been based on the weighted relevance granted to overall experience, government specific experience and exposure in the sports project, we feel that there is a misalignment between the scoring criteria and the seniority of the personnel requested. It is difficult for relatively junior | |

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| | | <ul style="list-style-type: none"> • 5 - < 6 years of experience in IT Projects: 6 Marks • 6 or more years of experience in IT Projects: 7 Marks <p>Government Consulting Experience:</p> <ul style="list-style-type: none"> • Experience of Working in Government IT/ICT consulting assignments - 3 Marks | resources (0-6 years' experience) to possess both government consulting as well as sports domain experience .In addition, the marking scheme rewards the candidates in case they possess the maximum or more years of experience in a said category which will in most cases lead to senior resources than specified in the RFP. We would like to clarify if the payments will be made as per the candidate's profile or as per number of years defined in the TOR. It will become financially unviable for the firm to deploy senior resources at NICS I band rates which are for junior resources. | |
| | <p>Procurement Expert</p> <p>Professional Experience:</p> <ul style="list-style-type: none"> • Less than 4 years of total experience: 0 Mark • 4 - < 5 years of total experience: 1 Mark • 5 - < 6 years of total experience: 2 Marks • 6 or more years of total experience: 3 Marks <p>Relevant Experience:</p> <ul style="list-style-type: none"> • 4-5 Years of Experience in Public Procurement: 3 Marks • 5 or more Years of Experience in Public Procurement: 5 Marks <p>Sports Domain Experience:</p> <ul style="list-style-type: none"> • Experience of executing projects involving sports related procurement in government organisations – 2 Marks | | | |
| 3 | <p>Pg. No. 10</p> <p>16. Performance Security</p> | In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 21 (Twenty one) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee (Annexure XII) for an amount of 03% of the accepted value of the contract (“Performance Security”) failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years. | We understand that a Bank Guarantee is sought: Given we are NICS I empanelled and have paid a BG to NICS I, we believe that a separate BG for a NICS I project is typically not required. It is requested that based on the above, this requirement is waived off | No Change. This being an open Tender from SAI, PBG exemption is not considered. |
| 4 | <p>19.Payment Terms Page 12</p> | 19.1. The payment will be made on monthly basis as per prevalent NICS I empanelled rates for Tier I Consultant according to the actual deployment and resource profiles required in the RFP. The invoices should be submitted along with attendance report | Clarification in continuation with point 1 | Clause amended for clarity in Corrigendum 1, Point 3. |

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| | | from the concerned/assigned division of each resource. | | |
| 5 | 21. Penalty Page. 14 | 21.1. In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value. | Clarification needed: The penalty to be imposed will be on the total monthly billing of the bidder or the monthly billing attributed to the particular team member under consideration for unsatisfactory performance. | Clause amended for clarity in Corrigendum 1, Point 4. |
| 6 | 21. Penalty Page. 14 | 21.2. Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply: ► Replacement of first personnel: No penalty ► Replacement of second personnel: will be subject to reduction of remuneration by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. ► Further Replacements: will be subject to reduction of remuneration by 10% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. | Since the engagement is for 24 months with potentially extendable to additional 12 months, there is a possibility of resource replacement due to reasons beyond the control of the firm. Therefore, it is requested to remove the penalties associated with the resource replacement. Or at least, the client may consider the following: The Penalty shall be applicable on the billing of the resource in accordance with the given slab only up to the time where the client finds the work delivered by the resource unsatisfactory. The original billing to be restored after the client accepts the <u>satisfactory delivery from the resource deployed as replacement</u> | Clause amended as mentioned in Corrigendum 1, Point 5. |
| | 21. Penalty Page. 14 | | It is requested that there be no penalty in case of replacement of any personnel is owing to resignation, termination or any terminal illness | |
| 7 | 23. Patents, Copyright & Intellectual Property Rights, Source Codes Page 16 | Recommendation for addition of extra clause to the existing RFP Terms | The following clause may be added –“Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them).Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.” | No Change. |

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| 8 | 25. Representations and warranties Page 16 | 25.1 SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process | SAI must ensure the accuracy, adequacy, correctness, reliability or completeness of the RFP. | No Change. |
| 9 | 26. Indemnifications and Liabilities Page 17 | 26.1. The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/ Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to: I. Any breach of any representation or warranty of the bidder contained in the RFP, ii.any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. | The following Limitations of Liabilities clauses may be added – “The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.” | No Change. |
| 10 | 26. Indemnifications and Liabilities Page 17 | 26.2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action. 26.3. The Bidder shall bear all its costs associated with or relating to the preparation and submission | We understand that the overall liability of the consultant will be limited to the total contract value. We request the Authority to kindly confirm the same. We request the authority to include the following clause pertaining to indemnity in the RFP: The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its | No Change. |

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| | | <p>of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.</p> <p>26.4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>26.5. The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.</p> <p>26.6. The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.</p> <p>26.7. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> | <p>sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p> | |
| | 26. Indemnifications and LiabilitiesPage 17 | | <p>It is understood that the consultant will be providing services and deliverables to the Authority under the contract. The consultant shall accept no liability to anyone, other than the Authority, in connection with the services, unless otherwise agreed by the consultant in writing. The Authority agrees to reimburse the consultant for any liability (including legal costs)</p> | No Change. |

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| | | | that are incurred by the Consultant in connection with any claim by anyone else in relation to the services. The Authority may kindly confirm. | |
| 11 | 27. TerminationPage 18 | Recommendation for addition of extra clause to the existing RFP Terms:27.1. SAI may terminate the Service Agreement by serving written notice: a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations. b. In the event services of the Bidder are not satisfactory or up to the mark.c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement. d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement. f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.g. Any other reason as deemed fit by SAI | The following clause may be added – “The Bidder may terminate the Agreement, or any particular Services, immediately upon written notice to SAI if Bidder reasonably determines that Bidder can no longer provide the Services in accordance with applicable law or professional obligations” | Clause amended as mentioned in Corrigendum 1, Point 6. |
| 12 | 28. Force Majeure Page 18 | Recommendation for addition of extra clause to the existing RFP Terms. 28.1. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure. | The following may be added to Force Majeure to facilitate remote working - 1. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. 2. Where the Bidder’s resources are required to be present at Client’s premises, Bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any | No Change. The standard clause also considers epidemics, pandemics quarantine restrictions lockdowns as part of Force Majeure. |

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| | | | government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk | |
| 13 | 33. ConfidentialityPage 21 | Recommendation for addition of extra clause to the existing RFP Terms | The following clause may be added – “Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.” | No Change. |
| 14 | Annexure I 3. Scope of Services Clause 3.2 Page: 22, Digital Interventions | <ul style="list-style-type: none"> • Assist in implementation and improvement of ongoing digital initiatives at SAI pertaining to NSRS, dashboard, geo-tagging, Khelo India app, FIT India app etc. • Review existing SAI processes and identify potential new digital interventions to improve turn-around-time and efficiency of SAI processes • Coordinate with developers for all digital initiatives and ensure seamless delivery | The Authority is requested to provide below information, in order to arrive at proper mapping of proposed resource personnel for delivering the scope: <ul style="list-style-type: none"> • Details of the ongoing digital initiatives • Details regarding SAI processes to be reviewed and expected timelines | <p>Clarified as: The resources are expected to align with tasks and timelines as assigned by SAI. The same may vary and will be dynamic due to the large spectrum of services and support expected from the deployed resources.</p> <p>Various Digital initiatives undertaken/envisaged at SAI are below: NSRS Portal, Geo-tagging, Khelo India Website & app, FIT India Website & app, National Talent Search Portal, Annual Calendar of Training and Competition (ACTC) Portal</p> |

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| S. no. | Section Number in RFP Document | Clause as per the RFP | Clarification Sought | SAI Reply |
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| 15 | Annexure I 3. Scope of Services Clause 3.3 Page: 22, Infrastructure development / upgradation | <ul style="list-style-type: none"> • Prepare feasibility reports and DPRs for SAI infrastructure development / upgradation projects • Design standards and specifications for various sports infrastructure | It is understood from the scope of work that master planning, topographical survey, structural / architectural planning is not envisaged in the scope of work, as a part of feasibility / DPR preparation. The consultant's role will be limited to broad recommendations on proposed infrastructure development as per existing guidelines. This may kindly be confirmed. | Please refer to the clause in RFP and response in point 14 above. |
| 16 | | Recommendations from the bidder | <p>The RFP has succinctly captured essence of the engagement and we appreciate the clarity provided. However, considering there are multiple facets within the engagement such as –</p> <ul style="list-style-type: none"> • Strategy, planning, and implementation support • Digital interventions • Infrastructure development/ upgradation • Procurement support <p>Since the project is designed for SAI, it is obvious that due weightage is given to projects within the sector for both experience of the firm and the resources. However, considering that the sector has very recently started gaining traction post the Hon'ble PMs interventions, the evaluation criteria are very specific and may be fulfilled by a few select consultancy firms in the market. In order to make way for consultants who have the capacity to deliver however may not have experience as required as per the evaluation criteria.</p> <p>- For example, one of the key requirements is to undertake the task of infrastructure development / upgradation. Due weightage and experience should be evaluated if the consultants have demonstrated experience in the domains of infra development, development of public spaces, parks etc and also undertaken transaction advisory for such projects.</p> <p>- Similarly, experience of developing an entire sporting stadium should also be considered as such engagements typically include all facets right from Planning of Infrastructure to development and funding for the said infrastructure.</p> <p>The team required for delivering the tasks is considerably young and comprises of junior resources. It will be worth reconsidering inclusion of project leaders and experts (may be part time) for ensuring that the project meets its envisioned objectives</p> | Not Accepted |