

SPORTS AUTHORITY OF INDIA

Corrigendum- 1

Bid Reference No. 15 (16)/ 32/SAI/Infra/PPP Model/ 2021

Dated: 15.09.2021

Sub: Corrigendum No. 1 to the above referred tender document for Selection of transaction adviser for Redevelopment of identified land parcels at SAI Regional centres at Zirakpur, Punjab and Bengaluru, Karnataka through Public-Private Partnership (PPP).

The following changes are incorporated to the bidding document:

S. no	Clause No	Existing:	Read As:
1.	Clause 1.8 – Schedule of the selection process, page 8	Bid submission end date and time Proposal Due Date (PDD): 17.09.2021 at 17:00 Hrs Opening of Technical Bid date and time: 20.09.2021 at 15:00 Hrs	Bid submission end date and time Proposal Due Date (PDD): 25.09.2021 at 15:00 Hrs Opening of Technical Bid date and time: 27.09.2021 at 15:00 Hrs
2.	Section 2 Instructions to Applicant 2.1 Scope of Proposal 2.1.1 Page No. 9	Added Para:	JV/Consortium/ Sub Consultancy are not applicable under this RFP. Reference/ definition of Sub Consultant at Schedule 2 1.1.1 (m), (q) & Schedule 3, 4. (b), (c) is to be treated as null and void.
3.	Clause 2.1.4 – Key Personnel page 9	Key Personnel and Other: Sports Infrastructure Expert: Masters/ Bachelor in Sports Management/ Sports Infrastructure or MBA/ M. Planning/ B. Architecture/M. Architecture or equivalent. He/ She should have worked as a sector expert in at least 3 (three) Sports Projects in Specific assignments.	Key Personnel and Other: Sports Infrastructure Expert: Masters/ Bachelor in Sports Management/ Sports Infrastructure or MBA/ M. Planning/ B. Architecture/M. Architecture/ M. Tech Civil or equivalent. He/ She should have worked as a sector expert in at least 3 (three) Sports Projects in Specific assignments.
4.	Clause 2.1.4 – Key Personnel and Other Experts, page 10	Real Estate Expert: Experience - He/ She should have worked as a sector expert in at least 3 (three) Real estate Projects in Specific Assignments	Real Estate Expert: Experience - He/ She should have worked as a real estate expert in at least 3 (three) Eligible Assignments
5.	Clause 2.1.4 – Key Personnel and Other Experts, page 9 Form 9, 10 & 11 of Appendix I	Added Para: Other Experts CV	CVs of all required Key Personnel and Other Experts are to be submitted along with the bid Form 9, 10 & 11 of Appendix I is to be read as : Form 9: Particulars of Key Personnel & Other Experts Form 10 : Abstract of Eligible / Specific Assignments of Key Personnel & Other Experts Form-11: Curriculum Vitae (CV) of Key Personnel & Other Experts
6.	Clause no 2.2.2 A Technical Capacity Page no 10 3.1.5 Page No.27	Technical Capacity: The Applicant should have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 10 (Ten) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 5 (Five) should be PPP Projects and at-least 5 (Five) Specific Assignments as specified in Clause 3.1.5 of this document, of which at-least 3 (Three) Real Estate Projects and at least 2 in Sports, as a lead/sole member.	Technical Capacity: The Applicant should have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 10 (Ten)' Eligible Assignments' out of which at least 5 (Five) should be PPP Projects and at-least 2 (Two) 'Specific Assignments' , as a lead/sole member. Eligible Assignments are defined at Clause 3.1.4 and Specific Assignments are defined at Clause 3.1.5 of the RFP. Experience of Sub-consultant will not be considered for evaluation

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S. no	Clause No	Existing:	Read As:
7.	Form 2 – 1.4 (iv) Page no-74	Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?	Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last three years?
8.	Clause 2.2 Conditions of Eligibility of Applicants 2.2.3, Page No. 11	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3(three)financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors/ Chartered Accountant stating its total revenues from professional fees during each of the 3(three)financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. Note: 1. Against Proof of execution of Eligible/specific assignments Work Order with Completion Certificate or Payment proof duly certified by Statutory Auditors/ Chartered Accountant should be submitted along with bid. 2. Ongoing Projects will not be considered for evaluation "
9.	2.14 Technical Proposal 2.14.2 (f) Page No. 18	The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;	The CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant. The scanned copy of the same shall be attached along with the proposal.
10.	APPENDIX-II- FINANCIAL PROPOSAL Form-1.	Note:1. Sf, the Financial Score will be derived as mentioned above. Taxes will not be included in the evaluation.	Note:1. Sf, the Financial Score will be derived as mentioned above. Taxes will be included in the evaluation.
11.	Substitution of Key Personnel Clause no-2.25Page no. 24	Substitution of Key Personnel: The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert cum Team Leader shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert cum Team Leader who is proposed to be substituted.	"Substitution of Key Personnel & Other Experts (defined in 2.1.4): The Authority expects the Key Personnel & Other Experts to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel & Other Experts subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority."
12.	Clause no. 3.1.3 - 1(b) Page No- 26	Applicant will receive 3 marks for every additional project over and above the minimum number of required eligible projects (05 projects) (as per 2.2.2 A & 3.1.5), maximum up to 15 marks	Applicant will receive 3 marks for every additional project over and above the minimum number of required eligible projects (02 projects) (as per 2.2.2 A & 3.1.5), maximum up to 15 marks"
13.	3.1.4 (c)	(c) an infrastructure project having an estimated capital cost (excluding land) of at least INR 50 crore (Rupees Two	(c) an infrastructure project having an estimated capital cost (excluding land) of at least INR 50 crore (Rupees Fifty crore) in case of a project in India, and US\$ 15

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S. no	Clause No	Existing:	Read As:
		hundred crore) in case of a project in India, and US\$ 15 million (US\$ Fifteen million) for infrastructure projects undertaken elsewhere, provided that the payment of professional fee to the Applicant was at least INR 10 lakh (Rupees Ten Lakh) in case of a project in India, and US\$0.1 million (US\$ One Hundred Thousand) for any infrastructure project elsewhere (the “Other Projects”);	million (US\$ Fifteen million) for infrastructure projects undertaken elsewhere, provided that the payment of professional fee to the Applicant was at least INR 10 lakh (Rupees Ten Lakh) in case of a project in India, and US\$0.1 million (US\$ One Hundred Thousand) for any infrastructure project elsewhere (the “Other Projects”);
14.	Clause 3.5, page 53	<p>3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:</p> <p>(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 20 (twenty) crores</p> <p>(b) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and</p> <p>(c) professional liability insurance for an amount no less than the Agreement Value.</p> <p>The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement</p>	<p>3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:</p> <p>(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of three times the Agreement Value</p> <p>(b) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and</p> <p>(c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement”</p>
15.	APPENDIX – IV: Clause 5	Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.	Bid Security is not Applicable. However, Bidders are required to submit a Bid Securing Declaration as per format below along with the technical bid:

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BID SECURING DECLARATION FORM

Date:

Tender No.

To

Secretary,
Sports Authority of India
HO J.N. Stadium,
New Delhi 110003.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)
Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)

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.

#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
1.	Clause 1.8 – Schedule of the selection process, page 8	Bid submission end date and time Proposal Due Date (PDD): 17.09.2021 at 17:00 Hrs	<p>Request you to kindly provide us minimum of 15 days from the date of issuance of pre-bid clarification to submit the bid proposal. Accordingly, may kindly extend the bid due date</p> <p>The preparation of bid documents involves extensive work in niche domain and includes heavy paperwork and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions. Hence, we request the authority to extend the date of submission by at least 2 weeks from the date of release of corrigendum towards the technical queries posed by the consultant.</p> <p>We request the authority to allow an additional 2 weeks of extension from the issuance of response to the pre-bid queries. This will help us in submitting a responsive bid, in adherence to the RFP and addendum requirements.</p> <p>We are keen to participate in the subject bid. Since this is a large project which shall require a diverse team of key experts, we request you to kindly extend the submission date by 3 weeks from date of release of responses to the pre bid queries. Further, considering the resurging COVID-19 situation and unpredictable delays in processing of documents, the extension shall allow sufficient time to furnish a well-documented proposal.</p>	10 days extensions will be provided from the date uploading of Prebid Corrigendum.
2.	1.8 Schedule of Selection Process	Method of selection: Quality & Cost Based Selection (QCBS- 70: 30)	We request authority to consider as below Method of selection: Quality & Cost Based Selection (QCBS- 80: 20)	No Change.
3.	Section2 Instructions to Applicant 2.1 Scope of Proposal 2.1.1 Page No. 9	<i>"The term applicant (the "Applicant") means the Sole Firm. Consortium is not allowed under this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP".</i>	<p>Request to kindly allow 2-member consortium</p> <p>Can a firm bid as Sole Firm and employ sub-consultants for specific tasks, e.g. legal subconsultant for drafting the Transaction documents etc.</p> <p>We would like to highlight that typically firms specializing in sports infrastructure, partner with consulting firms to execute similar kinds of assignments. This is because the technical know-how of both parties is imperative for successful execution of the project. While the former party brings in technical understanding of overall sports infrastructure, the latter contributes to building of a successful business model. We thus, request the Authority to kindly allow Consortiums to participate in the project.</p> <p>We request the Authority to allow JV under this RFP.</p>	No Change. JV/Consortium/ Sub Consultancy are not applicable under this RFP. Reference/ definition of Sub Consultant at Schedule 2 1.1.1 (m),(q) & Schedule 3, 4. (b),(c) is to be treated as null and void.

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			As per the Terms of Reference of the RFP (page 34), as well as Clause 2.1.4 – Key Personnel and Other Experts (page 9), it is understood that inputs from diverse sectors such as sports infrastructure, real estate, legal services, etc will be required for this study. Given the above background, the Authority is requested to allow JV / Consortium of at least 3 firms to bring in the specialised, niche expertise as required by the Terms of Reference. We request the Authority to Allow at least two Members (i.e. 1 Lead Member + 1 JV / Consortium Member) Pre-Qualification & Technical Qualification Criteria should be meet out jointly	
4.	Clause 2.1.4 – Key Personnel page 9	Key Personnel and Other:Sports Infrastructure Expert: Masters/ Bachelor in Sports Management/ Sports Infrastructure or MBA/ M. Planning/ B. Architecture/M. Architecture or equivalent.He/ She should have worked as a sector expert in at least 3 (three) Sports Projects in Specific assignments.	We request to modify the clause. Key Personnel and Other: Masters/ Bachelor in Sports Management/ Sports Infrastructure or MBA/ Planning/ B. Architecture/M. Architecture/ M. Tech or equivalent. This clause mentions that one Sports Infrastructure Expert (Sector Expert) should be part of Key Personnel and should have completed minimum 3 specific assignments. Can such expert be sub-contracted and specific assignment of subcontracted personnel be used? To ascertaining relevant sector expertise, the reference to ‘Specific assignments’ may be removed. We request the Authority to modify the clause as below: “Sports Infrastructure Expert (Sector Expert) - He/ She should have worked as a sector expert in at least 3 (three) Sports Projects” We request authority to consider as below Sports Infrastructure Expert (Sector Expert): He/ She should have worked as a sector expert in at least 3 (three) Sports / Infrastructure Projects	Amended as " Key Personnel and Other:Sports Infrastructure Expert: Masters/ Bachelor in Sports Management/ Sports Infrastructure or MBA/ M. Planning/ B. Architecture/M. Architecture/ MTech Civil or equivalent.He/ She should have worked as a sector expert in at least 3 (three) Sports Projects in Specific assignments."
5.	Clause 2.1.4 – Key Personnel and Other Experts, page 10	Real Estate Expert: Experience - He/ She should have worked as a sector expert in at least 3 (three) Real estate Projects in Specific Assignments	For the purpose of ascertaining relevant sector expertise, the reference to ‘Specific assignments’ may be removed. We request the Authority to modify the clause as below: “Real Estate Expert - He/ She should have worked as a sector expert in at least 3 (three) Real Estate Projects” We request authority to consider as below: Real Estate Expert (Sector Expert): He/ She should have worked as a sector expert in at least 3 (three) Real estate Projects in Infrastructural/ Specific Assignments.	Amended as: "Real Estate Expert: Experience - He/ She should have worked as a real estate expert in at least 3 (three) Eligible Assignments "
6.	Clause 2.1.4 – Key Personnel and	2.1.4 Key Personnel and Other Experts Legal Expert- Bachelor’s Degree in Law -	As per the Bar Council of India, only legal firms are allowed to provide legal advice or consultancy. Hence, we request you to	No Change;

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
	Other Experts, page 9	6 years - He should have worked as a legal expert in at least 3 (three) Eligible Assignments.	<p>kindly allow hiring of subconsultant only for the said position of 'Legal Expert' in order to meet the vast scope and expertise as envisaged in the RFP.</p> <p>According to the Indian Bar Association a legal / Contract expert is supposed to be registered with the Indian Bar Association and shall not be on a permanent payroll for a consultancy. Therefore, the legal expert is hired from outside the organization. We would request you to kindly review this clause to have the legal expert exempted from being on a permanent payroll of the bidder.</p>	
7.	Clause 2.1.4 – Key Personnel and Other Experts, page 9	Other Experts Cv	<p>Kindly confirm if we need to submit the CVS of Other Experts as well, as no marks are allotted for them.</p> <ul style="list-style-type: none"> · Real Estate Expert · Legal Expert · Associate Consultant 	<p>CVs of all required Key Personnel and Other Experts are to be submitted along with the bid</p> <p>Form 9, 10 & 11 of Appendix I is to be read as :</p> <p>Form 9: Particulars of Key Personnel & Other Experts</p> <p>Form 10 : Abstract of Eligible / Specific Assignments of Key Personnel & Other Experts</p> <p>Form-11: Curriculum Vitae (CV) of Key Personnel & Other Experts</p>
8.	Clause no 2.2.2 A Technical CapacityPage no 103.1.5Page No.27	<p>Technical Capacity: The Applicant should have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 10 (Ten) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 5 (Five) should be PPP Projects and at-least 5 (Five) Specific Assignments as specified in Clause 3.1.5 of this document, of which at-least 3 (Three) Real Estate Projects and at least 2 in Sports, as a lead/sole member. Specific Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of the following projects shall be deemed as specific assignments (the "Specific Assignments"): a) Pre-feasibility/Feasibility report/ detailed project report/ or end to end support in transaction advisory projects for sports stadium/ sports centre and related support infrastructure and having an estimated capital cost (excluding land) of at least INR 5 Cr. (Rupees Five crore) in case of a project in India, and US\$ 3 million</p>	<p>Kindly confirm if, specific assignments as specified in Clause 3.1.5 of this document consider both Real Estate Projects and Sports projects.</p> <p>Can Sub-Consultant's experience be used for 5 Specific Assignments</p> <p>Given that there are very few 'Specific Assignments' done by firms as per the current criteria, it will restrict healthy participation. Therefore, it is requested that the clause be modified as follows:</p> <p>The Applicant should have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 10 (Ten) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 5 (Five) should be PPP Projects and at-least 3 (three) Specific Assignments as specified in Clause 3.1.5 of this document</p> <p>We request authority to consider as below</p> <p>The Applicant should have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 10 (Ten) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 5 (Five)</p>	<p>Amended as "Technical Capacity: The Applicant should have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 10 (Ten)' Eligible Assignments' out of which at least 5 (Five) should be PPP Projects and at-least 2 (Two) 'Specific Assignments' , as a lead/sole member. Eligible Assignments are defined at Clause 3.1.4 and Specific Assignments are defined at Clause 3.1.5 of the RFP" Experience of Sub-consultant will not be considered for evaluation. (Refer Point 3)</p>

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
		(US\$ Three million) for projects elsewhere (the “Sports Projects”).	should be PPP Projects and at-least 5 (Five) Specific Assignments as specified in Clause 3.1.5 of this document, of which at-least 4 (Four) Real Estate Projects and at least 1 in Sport , as a lead/sole member or as Consortium Member	
9.	Clause no. 2.2.2 B- Financial Capacity Page no. 11	The Applicant should have received a minimum of ₹ 2 crore (INR Two crore) per annum as professional fees during each of the 3 (three) financial years (FY 2017-18, 2018-19, and 2019-20). For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients and does not include fee earned from audit or other related services.	We would request to kindly increase the minimum turnover requirement to at least Rs 20 crore	No Change.
			We request authority to consider as below The Applicant should have received a minimum of ₹ 10 crore (INR Ten crore) per annum as professional fees during each of the 3 (three) financial years (FY 2017-18, 2018-19, and 2019-20). For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients and does not include fee earned from audit or other related services.	
			Request you to kindly consider increasing the turnover requirement to at least Rs. 50 crores to enable only well-experienced and competent firms to participate in a project of this stature.	
10.	2.2 Conditions of Eligibility of Applicants Clause no. 2.2.5 Page No- 11	Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate	We would request to modify the clause as under: <i>Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any consultancy / advisory project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate</i>	No Change.
		An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate	Given the large volume of work performed by consultants, contracts with clients may on certain rare occasions be terminated, suspended, or not renewed for a variety of reasons, majority of which are suspended for business reasons, necessities or convenience of the clients. However, there is no instance of any contract having been terminated on account of any determined non-performance of contract. We request the authority to change this clause as below: “The Applicant, in the last 3 (three) years, should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority; nor been expelled from any project or contract for causes solely attributable to us nor have had any contract terminated for breach solely on our part, with such expulsion / termination being upheld / approved by any court decree or arbitral award against the bidder to such effect.”	No Change.

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
11.	Form 1, Letter of Proposal, Point no. 6, page 71	I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	In the interest of fairness to bidders, the authority is requested to change the wordings to: We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by a final order of imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part, as evidenced by a final order of imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant.	No Change.
12.	Form 2 – 1.4 (iv) Page no-74	Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?	Kindly rephrase this as: Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years in consulting/advisory business? The Authority is requested to revise the pre-qualification regarding backlisting/ debarment. We request the authority to change the wordings as follows: “Has the Applicant or member of the consortium been blacklisted for corrupt or fraudulent practices by any Government department/Public Sector Undertaking in the last five years?”	Amended as: "Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last three years?"
13.	Clause 2.2 Conditions of Eligibility of Applicants 2.2.3, Page No. 11	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3(three)financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.	We request the Authority to kindly allow bidders to get certification done from the Chartered Accountant. In support bidders can submit audited balance sheets for the three financial years.	Amended as "The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors/ Chartered Accountant stating its total revenues from professional fees during each of the 3(three)financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. Note: 1.Against Proof of execution of Eligible/specific assignments Work Order with Completion Certificate or Payment proof duly certified by Statutory Auditors/ Chartered Accountant should be submitted along with bid. 2. Ongoing Projects will not be considered for evaluation “

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
14.	2.14 Technical Proposal 2.14.2 (f) Page No. 18	The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;	Due to Pandemic Situation our Experts are working from across the India hence we request the Authority to consider Photocopy or unsigned / countersigned CVs shall be rejected;	Amended as "The CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant. The scanned copy of the same shall be attached along with the proposal"
15.	2.15 Financial Proposal 2.15.2 (ii)Page no. 20 &Appendix II	The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws APPENDIX-II- FINANCIAL PROPOSAL Form-1. Note:1. Sf, the Financial Score will be derived as mentioned above. Taxes will not be included in the evaluation.	We would request that the financial proposal be made exclusive of GST	APPENDIX-II- FINANCIAL PROPOSAL Form-1. Amended as "Note:1. Sf, the Financial Score will be derived as mentioned above. Taxes will be included in the evaluation."
16.	Page 23 2.22	2.22 Confidentiality Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.	Request you to kindly consider addition of the clause as below in Confidentiality: "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 3 years from the date of termination of this Agreement."	No Change.
17.	Substitution of Key Personnel Clause no-2.25 Page no. 24	Substitution of Key Personnel: The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel	Substitution should be allowed in case the team member leaves the firm	Amended as "Substitution of Key Personnel & Other Experts (defined in 2.1.4): The Authority expects the Key Personnel & Other Experts to be available during implementation of the Agreement. The Authority will not consider

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
		being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert cum Team Leader shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert cum Team Leader who is proposed to be substituted.		substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel & Other Experts subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority."
18.	Clause 2.26 at page 24; Clause 3.9.3 at page 55, indemnity		There are several remedies available under law and contract to the Authority for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to the Authority. It is understood that remedies other than indemnity will be sufficient for such breaches. We request the Authority to kindly delete this section. If the authority intends to retain this section, then we request the authority to make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	No Change.
	General, indemnity	2.26 Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services.	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 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	

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			<p>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>	
	Page 24 2.26		<p>Request you to kindly modify the clause as below: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (One) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services.</p>	
19.	3.1.1 Evaluation of Technical Proposals		Kindly confirm the minimum technical score required to qualify for opening of financial proposal.	Refer 3.1.1. of RFP.
20.	Clause no. 3.1.3 - 1(a) Page No- 26	Applicant will receive 1.5 marks for every additional project over and above the minimum number of required eligible projects (10 projects) (as per 2.2.2 A & 3.1.4), maximum up to 15 marks	<p>Please clarify the marks to be allotted for minimum 10 projects. It is not very clear about how the marking will be done.</p> <p>Kindly confirm whether both completed and ongoing projects will be considered for evaluation purpose.</p> <p>We request the Authority to specify for Minimum 10 Eligible Project how many marks Allotted. Hence, we can figure out Number of Assignments require to get full marks.</p> <p>In order to promote healthy participation for this RFP, it is requested that the clause be modified as follows: "Applicant</p>	<p>No Change ; Clarified in Prebid.</p> <p>10 Projects are required for eligibility as per 2.2.2 A & 3.1.4 and will carry no marks.</p> <p>1.5 marks will be awarded for every additional project falling under eligible assignments defined in 3.1.4</p>

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			will receive 1.5 marks for every eligible project (10 projects) (as per 2.2.2 A & 3.1.4), maximum up to 15 marks”	over and above these 10 projects Please refer Point 13 in regard to ongoing Projects
21.	Clause no. 3.1.3 - 1(b) Page No- 26	Applicant will receive 3 marks for every additional project over and above the minimum number of required eligible projects (05 projects) (as per 2.2.2 A & 3.1.5), maximum up to 15 marks	Please clarify the marks to be allotted for minimum projects. It is not very clear about how the marking will be done.	Amended as "Applicant will receive 3 marks for every additional project over and above the minimum number of required eligible projects (02 projects) (as per 2.2.2 A & 3.1.5), maximum up to 15 marks" Please refer Point 13 in regard to ongoing Projects
			Kindly confirm whether both completed and ongoing projects will be considered for evaluation purpose.	
			Given that there are very few ‘Specific Assignments’ done by firms as per the current criteria, it will restrict healthy participation. Therefore, it is requested that the clause be modified as follows: “Applicant will receive 3 marks for every eligible project (05 projects) (as per 2.2.2 A & 3.1.5), maximum up to 15 marks”	
			We request the Authority to specify for Minimum 5 Eligible Project how many marks Allotted. Hence, we can figure out Number of Assignments require to get full marks.	
22.	Clause no. 3.1.3 - 1(c) Page No- 26	Average Annual Professional fees received for providing advisory or consultancy services during financial years (FY 2017-18, 2018-19, and 2019-20) Average Annual Professional fees > 2 Cr. and = 5 Cr.- 4 marks Average Annual Professional fees > 5 Cr. and = 10 Cr.- 8 marks Average Annual Professional fees > 10 Cr.- 10 Marks	We request the Authority to Consider as below: Average Annual Professional fees received for providing advisory or consultancy services during financial years (FY 2017-18, 2018-19, and 2019-20): Average Annual Professional fees > 10 Cr. and = 20 Cr.- 4 marks Average Annual Professional fees > 20 Cr. and = 30 Cr.- 8 marks Average Annual Professional fees > 30 Cr.- 10 marks	No Change.
			In consonance with the clause 2.2.2, to enable only well-experienced and competent firms to participate in this project, request you to kindly revise the scoring criteria in the clause 3.13 – 1(c), as below: Average Annual Professional fees > 50 Cr. and ≤ 75 Cr. – 4 marks Average Annual Professional fees > 75 Cr. and ≤ 100 Cr. – 8 marks Average Annual Professional fees > 100 Cr. – 10 marks	
23.	Clause no. 3.1.3 - 2 Page No- 26	a) 50% of the maximum marks shall be awarded for compliance to Educational Qualification, Professional Experience and Experience on assignments as defined in 2.1.4 b) 10% of the maximum marks will be assigned to each extra assignment executed over and above Minimum no. of Experience on Assignments as defined ,2.1.4 above (subject to maximum marks for each category defined)	The Authority is requested to clarify the allotment of remaining 40% of the marks	No Change; Clarified in Prebid.

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
24.	Page 26 3.1.3	3.1.3 The scoring criteria to be used for evaluation shall be as follows: Relevant Experience of Key personnel -40 Financial Expert cum Team Leader -20 PPP cum Transaction Advisor -10 Sports Infrastructure Expert -10	Considering the scope of services as outlined and expertise required, request you to consider kindly also 'Real Estate Expert' under the scoring matrix under Key personnel as he/she shall play a key role in the team. In accordance, request if the marking criteria may be modified as below: Relevant Experience of Key personnel -40 Financial Expert cum Team Leader - 15 PPP cum Transaction Advisor -9 Sports Infrastructure Expert-9 Real Estate Expert (Sector Expert) -7 Request you to please confirm whether or not CVs for the positions not mentioned in marking criteria need to be submitted for evaluation i.e. for Real Estate Expert (Sector Expert), Legal Expert & Associate Consultant.	No Change.
25.	3.1.4 Eligible AssignmentsPage No- 27	For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of financial model and/or preparation of transaction / bid documents and / or other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments");(a) An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least INR 50 Cr. (Fifty crore Indian rupees) in case of a project in India, and US\$ 25 million (US\$ Twenty-Five million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the "PPP Projects"); OR(b) privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity where the financial transaction involves a payment of at least INR 10 Cr. (Rupees Ten crore) for such transfer (the "Disinvestment Projects"); OR(c) an infrastructure project having an estimated capital cost (excluding land) of at least INR 50 crore (Rupees Fifty crore) in case of a project in India, and US\$ 15 million (US\$ Fifteen million) for infrastructure projects undertaken elsewhere,	<p>We would like to highlight that similar projects entailing large scale transactions and overall project management from its inception to culmination have been undertaken with several private sector agencies as well. Additionally, in order to attract the best private sector participation, it is imperative for prospective bidders to have transaction experience private sector players. Thus, given the similarity in private and public sector assignments, we request the Authority to kindly allow bidders to submit assignments undertaken with private sector entities as well.</p> <p>We understand that clause for projects to be executed for government entities and not private as entailed for eligible assignments is applicable for specific assignments as well.</p>	No Change. Typographical error at 3.1.4.(c) corrected as below: “(c) an infrastructure project having an estimated capital cost (excluding land) of at least INR 50 crore (Rupees Fifty crore) in case of a project in India, and US\$ 15 million (US\$ Fifteen million) for infrastructure projects undertaken elsewhere, provided that the payment of professional fee to the Applicant was at least INR 10 lakh (Rupees Ten Lakh) in case of a project in India, and US\$0.1 million (US\$ One Hundred Thousand) for any infrastructure project elsewhere (the “Other Projects”);”

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
		provided that the payment of professional fee to the Applicant was at least INR 10 lakh (Rupees Ten Lakh) in case of a project in India, and US\$0.1 million (US\$ One Hundred Thousand) for any infrastructure project elsewhere (the “Other Projects”);		
26.	3.1.5 Specific Assignments Page No. 27	<p>3.1.5 Specific Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of the following projects shall be deemed as specific assignments (the “Specific Assignments”):</p> <p>a) Pre-feasibility/Feasibility report/ detailed project report/ or end to end support in transaction advisory projects for sports stadium/ sports centre and related support infrastructure and having an estimated capital cost (excluding land) of at least INR 5 Cr. (Rupees Five crore) in case of a project in India, and US\$ 3 million (US\$ Three million) for projects elsewhere (the “Sports Projects”).</p>	<p>We request the Authority to consider as below For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of the following projects shall be deemed as specific assignments (the “Specific Assignments”):</p> <p>a) Pre-feasibility/Feasibility report/ detailed project report/ or end to end support in transaction advisory projects for sports stadium/ sports centre and related support infrastructure/ Other Infrastructural Projects and having an estimated capital cost (excluding land) of at least INR 5 Cr. (Rupees Five crore) in case of a project in India, and US\$ 3 million (US\$ Three million) for projects elsewhere (the “Sports /Infrastructural Projects”).</p> <p>We understand the scope involves the monetization of the land by focusing on development of sports facilities and to explore the real estate development to generate revenues. In this context, would request you to kindly consider real estate/ hospitality projects as well under Clause 3.1.5. Request you to kindly amend the clause as:</p> <p>3.1.5 Specific Assignments Pre-feasibility/Feasibility report/ detailed project report/ or end to end support in transaction advisory projects for sports stadium/ sports centre/ real estate/ hospitality and related support infrastructure</p> <p>We request to modify the clause:Specific Assignments:Pre-feasibility/Feasibility report/ detailed project report/ or end to end support in transaction advisory projects for Real estate/ Tourism/ Hospitality / (The “Tourism projects”) or sports stadium/ sports centre and related support infrastructure and having an estimated capital cost (excluding land) of at least INR 5 Cr. (Rupees Five crore) in case of a project in India, and US\$ 3 million (US\$ Three million) for projects elsewhere (the “Sports Projects”).</p>	No Change.
27.		<p>3.1.4 Eligible Assignments</p> <p>3.1.5 Specific Assignments</p>	Considering the scale and scope of such sports/infrastructure assignments in India, the feasibility studies and transactions in	Please refer Point 13 in regard to ongoing Projects and Proof of

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
	Page 27 3.1.4 3.1.5		<p>accordance require considerable periods of time to close. We thereby request that ongoing assignments fulfilling the mentioned criteria may also be considered for the purpose of evaluation.</p> <p>We request the Authority to accept CA Certification of projects with total fee received as valid proof of completion.</p> <p>We request the authority to accept copy of work orders / contract agreement or completion certificate, instead of a certificate from statutory auditor.</p> <p>We also request the Authority to allow bidders to submit ongoing assignments as similar projects have been only handful in nature in the last few years and are currently ongoing.</p> <p>Furthermore, we request the Authority to kindly permit consultants to showcase experience of their parent companies.</p> <p>We request the Authority kindly allow bidders to submit CA certification as proof of assignment having been undertaken. The CA certificate reflects that fee in lieu of project has been received and thus the claimed experience has actually been undertaken by the Consultants.</p>	Experience; Ongoing Projects will not be considered for evaluation
28.	Form-6 Page No.- 81	In Abstract of Eligible / Specific Assignments of the Applicant it is mentioned that <i>the Applicant should provide details of only those assignments that have been undertaken by it under its own name.</i>	Sub-Consultant's experience should also be allowed to be used for this purpose	Refer Point 3 above. Subconsultants are not allowed under this RFP
29.	Terms of Reference – Scope of Services	Land Valuation	It is understood that land valuation exercise is not included in the scope of work of the consultant. This may be kindly confirmed by the Authority.	Please refer to Schedule 1, Terms of Reference (TOR) : Clause 3, I, (iii): Current value of the Asset and cumulative and capital investment by the Authority, including the funding plan therein; Bidders are expected carry out all scope of work defined in RFP on end to end basis.
30.	Page 462.7	2.7 Force majeure	Request you to kindly consider addition of the clause as below: (ii) 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,	No Change.

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.(iii) Where the Consultant's Personnel are required to be present at Client's premises, the Consultant 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 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) the Consultant's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	
31.	Clause 2.9.1 (g) at page 48, Termination	The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement at any point of time during the period of the agreement	We request the Authority to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.	No Change.
32.	Page 48 2.9.2 Termination	2.9.2 By the consultant	Request you to kindly add the following clause for termination of contract by the consultant. The consultant may terminate this Agreement, or any Services, immediately upon written notice to Client if consultant reasonably determine that the consultant can no longer provide the Services in accordance with applicable law or professional obligations.	No Change.
33.	Clause 3.3, confidentiality, page 52	The Consultant and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.	Obligations to survive for more than a year post expiry or termination of contract: We request the Authority to reduce the survival period of confidentiality obligations to one-year post expiry or termination.	No Change. Please refer to the terms mentioned in RFP
	General, confidentiality		No right to disclose client name or project for citation / reference purposes: Since this is a prestigious project, the consultant would like to showcase this project in future proposals. We request the Authority to allow us to refer to the project and the services we have performed for citation / reference purposes, as long as we do not disclose any other confidential information.	

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
		<p>Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:</p> <p>(i) was in the public domain prior to its delivery to the Consultant and its Personnel or becomes a part of the public knowledge from a source other than the Consultant and its Personnel;</p> <p>(ii) was obtained from a third party with no known duty to maintain its confidentiality;</p> <p>(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and</p> <p>(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.</p>		
34.	3.4 Liability of the Consultant 3.4.1 3.4.2 3.4.3 3.4.4 Page No.-52 & 53	Clause 3.4 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. 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: (i) for any indirect or consequential loss or damage; and	We request the Authority to kindly limit the liability to the extent of fee already paid to the consultant.	No Change.
			Authority is requested to include to clause to state that the consultant shall not be liable for any indirect and consequential losses or damages. This is as per GFR and MEITY guidelines and also the industry standard. Under the Contract Act - it has been stipulated that remote and consequential damages are not payable. The Authority is requested to include the below clause: Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	
			Request you to kindly consider addition of the clause as below in Limitation of Liability: The Client shall not recover from the Consultant, in	

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
		<p>(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.</p> <p>3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p>	<p>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.</p> <p>Request you to kindly modify the clause as below: 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 time the Agreement Value.</p> <p>The Authority is requested to not make the limitation of liability subject to receivables under the insurance proceeds. Authority is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MEITY. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of total contract value</p> <p>The Authority is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited. Authority is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MEITY. It is also the normal industry practice.</p> <p>The Authority is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MEITY. It is also the normal industry practice. The Authority may consider including the following language: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit,</p>	

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			goodwill, business opportunity, anticipated savings, or benefits or (iii) indirect or consequential loss.	
35.	Clause 3.5, page 53	3.5.1 (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.	It is clarified that the consultant maintains insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required considering such firm level insurance. The consultant can provide the Authority with a confirmation about such firm level insurance and that to the extent required by law, this project will also be covered under that insurance. It is understood that should suffice. The Authority may kindly confirm the same.	Amended as"3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of three times the Agreement Value (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and (c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement"
	Page 53 3.5	3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 20 (twenty) crores (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and (c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement	We request you to kindly consider modification of the mentioned clause as below: The consultant maintains professional indemnity insurance which covers the consultant's professional liability up to an appropriate level sufficient for the purposes of this agreement.	
36.	Page 54 3.6	3.6 Accounting, inspection, and auditing	We request you to kindly consider for accounting, inspections and auditing: The consultant will provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Consultant's premises.	No Change.
37.	Page 54 3.9	3.9 Documents prepared by the Consultant to be property of the Authority	Request you to kindly consider addition of the clause as below: The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may	No Change.

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#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	
38.	7.2 Liquidated Damages 7.2.1 Page no.-59	7.2 Liquidated Damages 7.2.1 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 the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value. 7.2.2 Liquidated Damages for delay In case of delay in completion of Services/ Key deliverables, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. 7.2.3 Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.	liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value is mentioned however Performance Security is 3% of Agreement Value. How these two would be reconciled	No Change. Performance Security is to be submitted and Applicable as per Schedule 2, 7.1 of RFP Liquidated Damages applicable in various scenarios and its capping is defined in Schedule 2, 7.2 of RFP
	Clause 7.2 at page 59, liquidated damages		We request the Authority to cap the liquidated damages/penalties cumulatively to 5% of the total contract value. We also request the Authority to make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches, and that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. This may be kindly confirmed by the Authority	
39.	General – third party disclaimer	Third party disclaimers	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) that are incurred by the Consultant in connection with any claim by anyone else in relation to the services. The Authority may kindly confirm.	No Change. Terms of RFP will prevail
40.	General – acceptance criteria	Acceptance criteria	The Authority is requested to incorporate a deliverable acceptance procedure, perhaps the one provided by MEITY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by the Consultant well in time.	No Change. Terms of RFP will prevail

SPORTS AUTHORITY OF INDIA

#	Clause No	Tender Clause in Discussion	Queries by the Prospective Bidders	Reply
			Below sample clause may be considered: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	
41.	Form 4, Power of Attorney, page 77	Power of Attorney for Authorized Signatory	We request the authority to allow submission of company Board Resolution in lieu of the Power of Attorney. This is a standard practice followed in other Government bids.	Accepted.
42.	Page 83 Form 8	Form-8: Proposed Approach and Methodology 1. Understanding of TOR (not more than two pages) 2. Approach and Methodology (not more than three pages)	Request you to kindly consider keeping the page limit to 10 pages for the entire Approach and Methodology.	No Change.
43.	APPENDIX – IV: Clause 5	It is mentioned that, Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents.	There is a mention of Bid Security in clause 5 (iv) but no amount is mentioned. Hence, may please clarify the same. We would request you to include submission of EMD/Bid Security vide a Bid Confirmation Letter as per Govt. of India, Ministry of Finance's circular no. F-9/4/2020-PPD dated 12th Nov, 2020 Instruction for bid security are not mentioned anywhere in the Tender Document	Bid Security is not Applicable. However, Bidder are required to submit a Bid Securing Declaration as per format above.