

“QUERIES CONCERNING SELECTION OF TRANSACTION ADVISER REQUEST FOR QUALIFICATION (RFQ)-CUM-REQUEST FOR PROPOSAL FOR TRANSACTION ADVISORY SERVICES FOR UPGRADING AND OPERATING SAI STADIA ON PPP BASIS”

SN	CLAUSE		QUERY/SUGGESTION	COMMENTS OF SAI
1.	General		Kindly provide us the site details – including site plan with open area, structures, reservation / land use, area (in terms of acres / sq. m.); intended development, components etc	The details are available in Prefeasibility Report. However, a visit of JN Stadium has been arranged on 14 September, 2018 at 1130 hrs
2.	General		Please provide us the pre-feasibility report prepared by technical advisor (E&Y) so that we can consider the extent of efforts to be put in, which enables us to prepare appropriate quote	Yes, it has been uploaded on SAI website
3.	1.1	Background	Can you please share a copy of the recommendation report prepared by the Technical Advisor appointed by SAI and NITI Aayog?	Yes, it has been uploaded on SAI website
4.	Clause 1.1.1 And 1.1.2	NITI Aayog, the policy think tank of the Government of India, has supported SAI by arranging a pre-feasibility study for PPP possibilities to be conducted for Indira Gandhi Stadium and Jawaharlal Nehru Stadium.	We understand that the overall assignment shall be sub-divided into different packages for different stadiums. Also, we request you to please clarify if SAI intends to add more stadia in the consultant’s scope?	This assignment pertains only to 1 stadium- Jawaharlal Nehru Stadium
5.	Point 1.1.2	NITI Aayog, the policy think tank of the Government of India, has supported SAI by arranging a pre-feasibility study for PPP possibilities to be conducted for Indira Gandhi Stadium and Jawaharlal Nehru Stadium by M/s Ernst & Young (hereinafter referred to as the “Technical Advisor”) for preparation of the development plan and financial model.	We request you to clarify the exact scope of the technical consultant and if any technical schedules and cost estimates have been prepared by the Technical consultant.  For better understanding of the prospective applicants, we request that a summary of the proposal prepared by Ernst & Young be shared with all the bidders as this will enable us to assess the quantum of work and financial proposals will be in line with the requirements of the assignment.	Yes, it has been uploaded on SAI website
6.	Clause 1.1.2	For undertaking this, NITI Aayog, the policy think tank of the Government of India, has supported SAI by arranging a pre-feasibility study for PPP possibilities to be conducted for Indira Gandhi Stadium and Jawaharlal Nehru Stadium by M/s Ernst & Young (hereinafter referred to as the “Technical Advisor”) for preparation of the development plan and financial model .	We understand that SAI has issued this RFQ-cum-RFP for conducting Transaction Advisory for 1 Stadium i.e. Jawaharlal Nehru Stadium. Request you to kindly confirm if our understanding is correct.	Yes, that is correct
7.	Clause 1.1.3	Introduction The Technical Advisor under the program shared the recommendation report and suggested the [.] stadium under a [.] model	As per <i>Clause 1.1.3</i> , Technical Advisor has shared a recommendation report. Kindly clarify, when was this recommendation report prepared and is there a need for pre- feasibility study to be conducted again (in case the report is dated)?	The report has been uploaded on the SAI website. Kindly refer to it.
8.	Clause 1.3  Clause 1.1.3	<i>Due Diligence by Applicants</i> Applicants are encouraged to inform themselves fully about the assignment and the stadium premises and facilities before submitting the Proposal by paying a visit to the Authority and the Project site The Technical Advisor .... suggested the [.] stadium under a [.] model	As per <i>Clause 1.3</i> , applicants are required to inform themselves fully of assignment and stadium prior to submission of proposal, whereas <i>Clause 1.1.3</i> doesn’t mention the stadium name and other details. Kindly clarify if TA would be aware of the Project Site before submission of proposal?	Yes, it has been clarified in the Amendment RFP
9.	1.1.3	“The Technical Advisor under the program shared the recommendation report and suggested the [.] Stadium under a [.] model”.	Kindly specify the location / stadium and the prescribed model as to be introduced in [.] . Same in other clauses wherever [.] is mentioned, please specify required details.	Refer to the Amendment RFP
10.		Experience duration	For both – the applicant firm as well as for key personnel, the projects undertaken by them in last 10 years should be considered (instead of 5 years) for computing minimum qualification as well as for allocating marks.	Refer to the Amendment RFP

11.	Clause 1.1.5	SAI in consultation with the Technical Adviser has identified the basic activities and opportunities for the Projects to be implemented under suitable PPP framework. The Technical Advisor has also submitted the techno-economic prefeasibility reports of Projects.	We understand that the Technical Advisor has already conducted and submitted the techno-economic prefeasibility report for the project. In this regard, we understand that: <ul style="list-style-type: none"> <li>• Our role would be limited to review of existing feasibility study conducted by the Technical Advisor, please confirm.</li> <li>• All the Service Level Agreements and Technical Schedules are already covered by the Technical Advisor in the prefeasibility report and the same has to be referred for preparing the concession agreement, please confirm.</li> </ul> Kindly share a summary of the prefeasibility report submitted by the Technical Advisor, to understand the scope of work for the developer.	Refer to the Terms of Reference in the Amendment RFP
12.	Clause 1.1.2 Clause 2.3	For undertaking this, NITI Aayog, the policy think tank of the Government of India, has supported SAI by arranging a pre-feasibility study for PPP possibilities to be conducted for Indira Gandhi Stadium and Jawaharlal Nehru Stadium by M/s Ernst & Young (hereinafter referred to as the “Technical Advisor”) for preparation of the development plan and financial model...	It is our understanding that irrespective of the appointment by SAI or NITI Aayog, the Technical Consultant appointed for preparation of the Pre-feasibility Studies would have a conflict of interest. Please confirm	Refer to Clause 2.3 in the Amendment RFP
13.	Clause 1.1.2 and 1.1.3	1.1.2 For undertaking this, NITI Aayog, the policy think tank of the Government of India, has supported SAI by arranging a pre-feasibility study for PPP possibilities to be conducted for Indira Gandhi Stadium and Jawaharlal Nehru Stadium... 1.1.3 The Technical Advisor under the program shared the recommendation report and suggested the [.] stadium under a [.] model. The report covers asset and activity mapping, infrastructure appraisal, socio-economic overview, environmental zoning and land suitability analysis, land zoning and activity potential, designs development and way forward and prospective outlook	We understand that pre-feasibility studies have been undertaken for two stadiums—Indira Gandhi Stadium and Jawaharlal Nehru Stadium. However, the RFP does not specify which stadium shall be undertaken as part of this assignment (square brackets in Clause 1.1.3 are blank). We request you to please clarify the above. In case both stadiums are to be undertaken as part of this assignment, we understand that they shall be considered as two separate projects. If so, we request you to please consider the financial quotes, deliverables and payments milestones separately for each of them	Only Jawaharlal Nehru Stadium will be covered in this assignment.
14.	Clause 1.1.5	SAI in consultation with the Technical Adviser has identified the basic activities and opportunities for the Projects to be implemented under suitable PPP framework. The Technical Advisor has also submitted the techno-economic prefeasibility reports of Projects. In this regards, the Authority seeks the transaction advisory services of a Qualified Firm of International Repute for hand-holding SAI to successfully bid-out the identified Projects (collectively the “Consultancy”). The Terms of Reference (the “ToR”) and the Scope of the Consultancy for this assignment are specified in the subsequent sections below	We request you to please share the pre-feasibility reports for the purpose of Proposal preparation. This shall allow a better understanding of scope of work and effort estimation.	The report has been uploaded on the SAI website
15.	Schedule 1	Review and assessment of the marketability of the Project Packages and suggest amendments, if any		Refer to the Amendment RFP
16.	Clause No. 2.2:	Minimum Qualification Criteria: Applicants should have experience of at least Ten (10) Eligible Assignments in the last 5 years	We request the authority to kindly amend this requirement as follows: “Applicants should have experience of at least Three(3) Eligible Assignments in the last 10 years”	No change contemplated
17.	Clause 2.1.1	In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case	We request that experience of Consortium members be also considered for the purpose of evaluation of firm experience.	No change contemplated

		may be.		
18.	Clause 2.1.3	<p>Instructions to Applicants</p> <p>The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II</p> <p>Clause 2.11 Technical Proposal (Page 20) – Applicants shall submit the technical proposal in the formats at Appendix-II (the “Technical Proposal”).</p> <p>Clause 2.12 Financial Proposal (Page 21) Applicants shall submit the financial proposal in the formats at Appendix-III (the “Financial Proposal”)</p>	<p>Clause 2.1.3 mentions the Technical Proposal shall consist of forms at Appendix – I, whereas Clause 2.11 mentions the Technical Proposal shall consist of forms at Appendix- II. Kindly clarify</p> <p>Clause 2.1.3 mentions the Financial Proposal shall consist of forms at Appendix – II, whereas Clause 2.12 mentions the Technical Proposal shall consist of forms at Appendix- III. Kindly clarify ?</p>	Refer to the Amendment RFP
19.	Clause No. 2.1.4:	Personnel: Team Leader: MBA / CA with minimum 15 years work experience, with at least 5 Eligible Assignments as Team Leader	We request the authority to kindly amend this requirement as follows: “MBA / CA with minimum 10 years work experience, with at least 5 Eligible Assignments as Team Leader”	No change contemplated
20.	Key		MBA / CA/ Masters in Construction Management or any other post graduate degree with minimum 15 years work experience, with at least 5 Eligible Assignments as Team Leader	No change contemplated
21.			<p>Should the number of projects for marks be over and above the number of projects shown by key personnel for basic eligibility? For eg. Team leader requires 5 eligible projects for basic eligibility; but is allotted 2.5% for each project.</p> <p>So if the team leader has 3 projects, will he be disqualified or will be given 7.5 marks?</p> <p>To avoid confusion, we would suggest that basic eligibility criteria should be modified; and all team members should require minimum 2 projects for basic eligibility (2.1.4) , till which they get 0 marks and the marks shall be given to the number of projects over and above 2</p>	Refer to the Amendment RFP
22.	Clause No. 2.1.4:	Key Personnel: Planning/ Architecture experts: Post Graduate with minimum 10 years work experience, with at least Ten (10) Eligible Assignments in the past Five (5) years	We request the authority to kindly amend this requirement as follows: “Post Graduate with minimum 5 years work experience, with at least Five (5) Eligible Assignments in the past Ten (10) years”	No change contemplated
23.	Clause No. 2.1.4:	Key Personnel: PPP/ Infrastructure Expert MBA / CA with minimum 10 years work experience, with at least 10 Eligible Assignments as a PPP expert	We request the authority to kindly amend this requirement as follows: “MBA / CA with minimum 10 years work experience, with at least 5 Eligible Assignments as a PPP expert.”	No change contemplated
24.			<p>The requirement of eligible projects against each key personnel differs as per both the clauses mentioned.</p> <p>We understand that based on the evaluation criteria the requirement of eligible projects for key personnel would be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Team leader: 6 projects</li> <li><input type="checkbox"/> Planning/ Architecture Experts: 5 projects</li> <li><input type="checkbox"/> PPP/ Infrastructure Expert: 5 projects</li> </ul> <p>Thus, we request you to please amend the clause 2.1.4 as follows:</p> <p>Team Leader: MBA / CA with minimum 15 years work experience, with at least 6 Eligible Assignments as Team Leader or PPP/ Finance Expert</p> <p>Planning/ Architecture Expert: Post Graduate with minimum 10 years work experience, with at least Five (5) Eligible Assignments in the past Five (5) years</p>	Refer to the Amendment RFP

						PPP/ Infrastructure Expert: MBA / CA with minimum 10 years work experience, with at least Five (5) Eligible Assignments as a PPP expert		
25.		Key Personnel - Minimum requirement				<p>In our endeavor to propose the most appropriate team for this assignment, we would like to propose experts who have extensive relevant experience, with similar conditions of eligible projects in line with Team Leader.</p> <p>Further, given that there have been limited large-scale PPP projects in India in the last 5 years, we request that the minimum requirement for the following positions be modified as follows:</p> <p><i>Planning/ Architecture Experts</i>  <i>Post Graduate with minimum 10 years work experience, with at least Ten (10) Eligible Assignments in the past Five (5) years</i></p> <p><i>PPP/ Infrastructure Expert</i>  <i>MBA / CA with minimum 10 years work experience, with at least 10 Eligible Assignments as a PPP expert</i></p>	Refer to the Amendment RFP	
26.						<p>Given the terms of reference as indicated under the RFP, it is suggested that the teaming proposed under the RFP may be suitably modified in following manner  Team Leader cum PPP Expert - As given in RfP</p> <p>Instead of "Planning/Architecture experts" we suggest "Stadium/Sports Expert" - 15 years of experience with international experience of developing stadium on PPP with at least project cost of INR 200 crore. 3% for each eligible projects upto 9%. 3% for each additional international sports complex/stadium project successfully concluded</p> <p>Instead of "PPP/ Infrastructure Expert" proposed is "Procurement Expert" - MBA/M.Tech/ M.Plan/ LLB with 10 years of procurement experience for infrastructure projects. 3% to be awarded for each eligible project</p>	Refer to the Amendment RFP	
27.		Team Leader	Will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFQ-cum-RFP.	MBA / CA with minimum 15 years work experience, with at least 5 Eligible Assignments as Team Leader	Team Leader	Will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFQ-cum-RFP.	MBA / CA/ Masters in Construction Management or any other post graduate degree with minimum 15 years work experience, with at least 5 Eligible Assignments as Team Leader	No change contemplated
28.	Clause 2.2.1	Applicants should have received a minimum of Rs. 10.0 Crore p/a professional fees during each of the last 3 (three) financial years from consultancy services.				<p>We believe that turnover as a criteria for eligibility is utilized as first step in eligibility check, the experience of the Applicant is more critical. Sports of Authority of India (SAI) has already prescribed the minimum number of projects the application should have, for satisfying the eligibility criteria.</p> <p>Hence we request that the turnover criteria be reduced to Rs. 5 Crore p.a. Such a step will facilitate increased participation in this process, and at the same time by prescribing the minimum number of projects for technical experience, which the RFP already provides, SAI can ensure that it has access to applicants who are both technically as well as cost efficient.</p>	Refer to the Amendment RFP	
29.						<p>To invite strong participation and to have more competitive bid we request you to please amend the clause as:</p> <p>2. Applicants should have received a minimum of Rs. Hundred Crore (Rs.</p>	Refer to the Amendment RFP	

			100.0 Crore) p/a professional fees during each of the last 3 (three) financial years from consultancy services	
30.	Clause No.2.2.1	The Applicant should be a private/ public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this RFQ-cum-RFP. The Applicant (sole entity, in case of single Applicant or Lead Member of the Consortium, in case Applicant is a Consortium) must be in operation in India for a minimum period of five years.	This criterion should also include Limited Liability Partnerships to participate in the said RFP.	Refer Clause 2.2 of the Amendment RFP
31.	Clause 2.2.1	Applicants should have received a minimum of Rs. 10.0 Crore p/a professional fees during each of the last 3 (three) financial years from consultancy services	In order to ensure the quality of bids received for this important assignment, we suggest the following modification to the said parameter: Applicants should have received a minimum of Rs. <del>40</del> 100 Crore p/a professional fees during each of the last 3 (three) financial years from consultancy services.	Refer to the Amendment RFP
32.			Whether it is receipt in each year or average turnover of last 3 years? Please clarify. Ideally, we would request you to keep the criteria as 'Average Annual Turnover from Professional Fees in last 3 years' to be Rs 10 Cr minimum.	Refer to the Amendment RFP
33.			We would request you to kindly amend clauses (i) the professional fees during each of the last 3 financial years from INR 10 crores p/a to INR 5 crores p.a.(ii) consider the applicant experience of at least 5 eligible assignments in last 10 years	No change contemplated
34.	2.2.1 (table pt. 3) for firm	Applicant should have experience of minimum 10 eligible assignments 3.2.4 (Evaluation) (Table) Marks for Experience of the applicant firm : PPP projects : 2.5% per projects; max. marks 10%.. Other projects : 2.5% per project; max. marks 20%;	For 2.2.1 (can the eligible assignments be mix of PPP & Other projects) Should these PPP projects considered for marking, be over and above the 10 projects required for basic eligibility in 2.2.1 or that can repeat? Should these other projects considered for marking be over and above the 10 projects required for basic eligibility in 2.2.1 or that can repeat? Our suggestion: please reduce the number of eligible projects required for basic eligibility (2.2.1) to 4 (four) (which can be combined of PPP & Other projects). The marks can be given to number of projects over and above those mentioned in basic eligibility criteria; without repeating the projects. For PPP Projects: 2.5% per project, max. marks 20% For Other Projects: 2.5% per project, max. marks 10%	Refer to the Amendment RFP
35.	2.2.2 a), b) and c): 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 Rs. 200 Crore (Rupees two hundred crore) project in India through PPP or other forms of Private Participation, through Open Competitive Bidding (the "PPP Projects").	Some Infrastructure Projects undertaken by applicants may not have a project cost upwards of INR 200 crores but would however be similar projects and would have involved the exact same services as other slightly larger projects. Therefore, we request that all three criteria under 'Eligible Assignments' cater for projects with a minimum of INR 100 crores as the estimated capital cost.	Refer to the Amendment RFP
36.		b) An Infrastructure project having an estimated capital cost (excluding land) of at least Rs. 200 crore (Rupees Two hundred crore), provided that the payment of a professional to the Applicant was at least Rs. 5 lakhs (Rupees Five lakhs) ("Other Projects") c) Assignments undertaken by the Applicant/Key Personnel for private sector entities shall be considered for evaluation if: (a) the advisory/consultancy services relate to an Infrastructure	We request you to kindly consider Rs. 100 Crores as project cost for the eligibility of the assignment. Thus, request you to kindly amend the clause as follows: 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 Rs. 100 Crore (Rupees one hundred crore) project in India/ outside India through PPP or other forms of Private Participation, through Open Competitive Bidding (the "PPP Projects").	Refer to the Amendment RFP

		project; (b) the estimated capital cost of the project exceeds Rs. 200 crore (Rupees Two hundred crore); and, (c) the professional fee for the assignment was at least Rs. 5 lakhs (Rupees Five lakhs) (“Other Relevant Assignments”)	b) An Infrastructure project having an estimated capital cost (excluding land) of at least Rs. 100 crore (Rupees One hundred crore), provided that the payment of a professional to the Applicant was at least Rs. 5 lakhs (Rupees Five lakhs) (“Other Projects”) c) Assignments undertaken by the Applicant/Key Personnel for private sector entities shall be considered for evaluation if: (a) the advisory/consultancy services relate to an Infrastructure project; (b) the estimated capital cost of the project exceeds Rs. 100 crore (Rupees One hundred crore); and, (c) the professional fee for the assignment was at least Rs. 5 lakhs (Rupees Five lakhs) (“Other Relevant Assignments”)	
37.			We suggest to Index/escalate threshold Capital Cost given (200 Crores) by 10% annually to arrive at present capital cost for Projects executed by bidders in the past/previous years. This is in practice and have a strong rationale to compare project experience (undertaken at different point of time) of all bidders	No change contemplated
38.			Additional queries <ul style="list-style-type: none"> <li>Reference to the Scope of Work, please indicate the number of stadiums, their details and exact locations, that would form a part of the scope of work under this engagement. This would help better understand and assess the requirements and quantify the project before bidding for the same.</li> <li>We also request a copy of the Pre-Feasibility Study prepared by the Technical Adviser before submission as this would help us to again understand and assess the requirements under the project.</li> </ul>	Refer to the Amendment RFP.  The report has been uploaded to the SAI website
39.	Clause 2.2.2	For the purpose of satisfying the Conditions of Eligibility and for evaluating the Proposal under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or sector entity in respect of preparation of revenue model and/ or preparation of transaction/ bid documents and 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”)	We believe that a successful PPP Transaction requires a very strong financial appraisal and financial model for the project by the consultants and make the project bankable such that competent private sector players find the project attractive for participation and eventually facilitate the selected developer in achieving financial closure. Hence, We request that experience in preparation/analysis of Financial Model for Infrastructure projects be also considered as relevant experience.	No change contemplated
40.	2.2.2.(b)	the evaluation criteria emphasises on experience of firms on non-PPP infrastructure projects whereas the objective of the proposed RfP is to undertake sports project on PPP basis	It is therefore, suggested that this may be made more relevant and specific by seeking consultant’s experience on development of sports complex/stadium on PPP basis and is operational for a least 1 years	Refer to the Amendment RFP
41.	Clause 2.2.2 - Point c	Assignments undertaken by the Applicant/Key Personnel for private sector entities shall be considered for evaluation if: (a) the advisory/consultancy services relate to an Infrastructure project; (b) the estimated capital cost of the project exceeds Rs. 200 crore (Rupees Two hundred crore); and, (c) the professional fee for the assignment was at least Rs. 5 lakhs (Rupees Five lakhs)	The weightage allotted for experience on the criteria may be reassigned to experience in other criteria	Refer to the Amendment RFP
42.			Kindly confirm, if the assignments conducted by the Key Personnel will be counted as Applicant’s Experience for evaluating the Applicant’s (bidding firm/company) Technical Qualification for the project?	Refer to the Amendment RFP
43.	2.17	Bid Security	Can Bid Security be issued in form of Fixed Deposit (FD) issued jointly in the name of Client & Consultant?	Refer to the relevant provision in the Amendment RFP.
44.	Clause 2.22	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	We request the authority to kindly amend this requirement as follows: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any	No change contemplated

		damage that is caused due to any deficiency in Services	direct loss or damage that is caused due to any deficiency in Services.																																																	
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47.			Indemnity under the RFP is capped at 3 times the contract value. It is requested that the indemnities be deleted or shall be subject to final determination by a competent court/arbitration.	No change contemplated																																																
48.			In line with industry practices, we request you to limit the Consultant's liability to one time of the value of the Agreement. Accordingly, it is suggested to modify the mentioned clause as follows: <i>"The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding <del>3 (three)</del> 1 (one) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services."</i>	No change contemplated																																																
49.			Request if the indemnity could be capped at the fee payable to advisor/value of the agreement with SAI.	No change contemplated																																																
50.			We request the Authority to limit the amount of indemnity and liability in the specified clauses i.e. clause 2.22 and clause 3.4.4, to 1 (one) time the value of the agreement, and make appropriate change in the RFP.	No change contemplated																																																
51.		<table border="1"> <thead> <tr> <th colspan="3">Technical Evaluation Criteria</th> </tr> <tr> <th>Criteria</th> <th>Sub-criteria</th> <th>Sub-weightage</th> </tr> </thead> <tbody> <tr> <td></td> <td>Experience of the consulting firm</td> <td>30%</td> </tr> <tr> <td></td> <td>Experience of Eligible Assignments in PPP projects (2.5% to be awarded for each relevant assignment) in the last 5 years</td> <td>10%</td> </tr> <tr> <td></td> <td>Experience of Eligible Assignments in Other Projects or Other Relevant Assignments (2.5% to be awarded for each relevant assignment) in the last 5 years</td> <td>20%</td> </tr> <tr> <td></td> <td>Experience and profile of Key Personnel</td> <td>60%</td> </tr> <tr> <td></td> <td>Team Leader (minimum 15 years work experience) with 5% to be awarded for each Eligible Assignment as Team Leader in the last 5 years</td> <td>30%</td> </tr> <tr> <td></td> <td>Architecture/Planning expert (minimum 10 years work experience) with 3% to be awarded for each Eligible Assignment in the last 5 years</td> <td>15%</td> </tr> </tbody> </table>	Technical Evaluation Criteria			Criteria	Sub-criteria	Sub-weightage		Experience of the consulting firm	30%		Experience of Eligible Assignments in PPP projects (2.5% to be awarded for each relevant assignment) in the last 5 years	10%		Experience of Eligible Assignments in Other Projects or Other Relevant Assignments (2.5% to be awarded for each relevant assignment) in the last 5 years	20%		Experience and profile of Key Personnel	60%		Team Leader (minimum 15 years work experience) with 5% to be awarded for each Eligible Assignment as Team Leader in the last 5 years	30%		Architecture/Planning expert (minimum 10 years work experience) with 3% to be awarded for each Eligible Assignment in the last 5 years	15%	<p>We request the authority to kindly amend the Technical Evaluation criteria as follows</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Sub-criteria</th> <th>Sub-weightage</th> </tr> </thead> <tbody> <tr> <td></td> <td>Experience of the consulting firm</td> <td>60%</td> </tr> <tr> <td></td> <td>Experience of Eligible Assignments in PPP projects (5% to be awarded for each relevant assignment) in the last 10 years</td> <td>30%</td> </tr> <tr> <td></td> <td>Experience of Eligible Assignments in Other Projects or Other Relevant Assignments (5% to be awarded for each relevant assignment) in the last 10 years</td> <td>30%</td> </tr> <tr> <td></td> <td>Experience and profile of Key Personnel</td> <td>30%</td> </tr> <tr> <td></td> <td>Team Leader (minimum 10 years work experience) with 2.5% to be awarded for each Eligible Assignment as Team Leader in the last 10 years</td> <td>10%</td> </tr> <tr> <td></td> <td>Architecture/Planning expert (minimum 10 years work experience) with 2.5% to be awarded for each Eligible Assignment in the last 10 years</td> <td>10%</td> </tr> <tr> <td></td> <td>PPP / Infrastructure Financing Expert (minimum</td> <td>10%</td> </tr> </tbody> </table>	Criteria	Sub-criteria	Sub-weightage		Experience of the consulting firm	60%		Experience of Eligible Assignments in PPP projects (5% to be awarded for each relevant assignment) in the last 10 years	30%		Experience of Eligible Assignments in Other Projects or Other Relevant Assignments (5% to be awarded for each relevant assignment) in the last 10 years	30%		Experience and profile of Key Personnel	30%		Team Leader (minimum 10 years work experience) with 2.5% to be awarded for each Eligible Assignment as Team Leader in the last 10 years	10%		Architecture/Planning expert (minimum 10 years work experience) with 2.5% to be awarded for each Eligible Assignment in the last 10 years	10%		PPP / Infrastructure Financing Expert (minimum	10%	Refer to the Amendment RFP
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	Experience of the consulting firm	60%																																																		
	Experience of Eligible Assignments in PPP projects (5% to be awarded for each relevant assignment) in the last 10 years	30%																																																		
	Experience of Eligible Assignments in Other Projects or Other Relevant Assignments (5% to be awarded for each relevant assignment) in the last 10 years	30%																																																		
	Experience and profile of Key Personnel	30%																																																		
	Team Leader (minimum 10 years work experience) with 2.5% to be awarded for each Eligible Assignment as Team Leader in the last 10 years	10%																																																		
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		Proposed Approach and Methodology	As submitted in Technical Proposal and Presentation to Technical Sub-Committee	10%	Proposed Approach and Methodology	As submitted in Technical Proposal and Presentation to Technical Sub-Committee	10%														
52.	Clause no. 2.17.6 Data Sheet	<p>1.4. RFQ-cum-RFP Processing Fee</p> <p>The RFQ-cum-RFP submissions shall be accompanied by a Bank Draft of INR 1,000/- (Indian Rupees One thousand only) in favour of “Sports Authority of India”, payable at New Delhi, India, as a non-refundable RFQ-cum-RFP processing fee (the “RFQ-cum-RFP Processing Fee”). If the proposal is downloaded, then at the time of submission the processing fee must be submitted as well. Proposals unaccompanied with the aforesaid RFQ-cum-RFP Processing Fee shall be liable to be rejected by SAI.</p> <p>AND</p> <p>A Bid Security in the format given in Annexure-III of the RFQ-cum-RFP for an amount given in the Data Sheet shall be required to be submitted by each Applicant. The Bid Security shall be valid for a period of 45 days beyond the Proposal Validity, as per the Data Sheet</p>		<p>If Company is registered under MSME while making application for Government Tender, bidder is exempted from Tender fee, EMD &amp; security deposit.</p> <p>In line of above, please give exemption from EMD for those bidders who have MSME Registration Certificate.</p> <p>OR</p> <p>Accept EMD in the form of Bank Guarantee.</p> <p>As per RFP document, Annexure III – This format for Performance Security.</p> <p>Kindly provide format for Bid Security in lieu of Bank Guarantee.</p>			EMD in the form of Bank Guarantee is acceptable.														
53.	Clause 3.1	Evaluation of Pre-Qualification Proposals (Page 27) - The Pre-Qualification Proposal is received in the format specified in this RFQ-cum-RFP and comprises all the Forms		Further, please clarify the Pre-Qualification Proposal consists of all forms at Appendix-I ?			Refer to the Amendment RFP														
54.	Clause 3.2.4	<p>Technical Evaluation Criteria</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Sub Criteria</th> <th>Sub-Weightage</th> </tr> </thead> <tbody> <tr> <td>Proposed Approach and Methodology</td> <td>As submitted in Technical Proposal and Presentation to Technical Sub-Committee</td> <td>10%</td> </tr> </tbody> </table>		Criteria	Sub Criteria	Sub-Weightage	Proposed Approach and Methodology	As submitted in Technical Proposal and Presentation to Technical Sub-Committee	10%	We request you to please provide the breakdown of the scoring of the Approach and Methodology			Refer to the Amendment RFP								
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55.		Experience of Eligible Assignments in Other Projects or Other Relevant Assignments		We understand that we can also showcase PPP projects under this category of experience of consulting Firm. Please clarify			Refer to the relevant provision in the Amendment RFP														
56.		Time & Payment Schedule:		We request the authority to kindly amend the payment schedule as follows			Refer to the Amendment RFP														
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57.			<p>Based on our past experience, we feel that some of the timelines mentioned in the Time &amp; Payment Schedule appear to be relatively less for diligent execution of the envisioned tasks. In view of this, we request you to please consider revising the deliverable submission timelines as follows:</p> <table border="1"> <thead> <tr> <th>Key Date</th> <th>Deliverable</th> <th>Timeline (from commencement)</th> <th>Percentage of Financial Bid</th> </tr> </thead> <tbody> <tr> <td>KD1</td> <td>Review of Pre-Feasibility &amp; Drafting Project Structure Report and Submission of Comments</td> <td>2 Weeks</td> <td>10%</td> </tr> <tr> <td>KD2</td> <td>Assistance in RFQ documents and Conducting RFQ Process</td> <td><del>3-4</del> Weeks</td> <td>20%</td> </tr> <tr> <td>KD3</td> <td>Assistance in finalising RFP &amp; Concession Agreement Documents <del>Conducting RFP Process</del></td> <td><del>9-11</del> Weeks</td> <td>30%</td> </tr> <tr> <td>KD4</td> <td>Assistance in Conducting the Bid Process</td> <td>16 Weeks</td> <td>20%</td> </tr> <tr> <td>KD5</td> <td>Completion of Services including assistance during Bid Process</td> <td>24 Weeks</td> <td>20%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td></td> <td>100%</td> </tr> </tbody> </table> <p>Also, we request you to please further define the deliverables to be submitted under KD4 and KD5. We understand that KD4 shall comprise evaluation of bids and submission of Evaluation Report and KD5 shall include assistance in award and signing of the Concession. Request you to please confirm.</p>	Key Date	Deliverable	Timeline (from commencement)	Percentage of Financial Bid	KD1	Review of Pre-Feasibility & Drafting Project Structure Report and Submission of Comments	2 Weeks	10%	KD2	Assistance in RFQ documents and Conducting RFQ Process	<del>3-4</del> Weeks	20%	KD3	Assistance in finalising RFP & Concession Agreement Documents <del>Conducting RFP Process</del>	<del>9-11</del> Weeks	30%	KD4	Assistance in Conducting the Bid Process	16 Weeks	20%	KD5	Completion of Services including assistance during Bid Process	24 Weeks	20%	Total			100%	Refer to the Amendment RFP																
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					KD3	Assistance in finalising RFP & Concession Agreement Documents; Upon submission of final RFP & DCA documents	RFP & DCA to be submitted in 3 weeks after shortlisting;	30%										
					KD4	Assistance in conducting Bidding	As per actual time taken	20%										
59.	<p><i>Clause 7 Bid Process Assistance</i></p> <p><i>Clause 8 Time &amp; Payment Schedule</i></p>	<p>Key Date No. KD4 and KD5 describe about activities pertaining to conducting the Bid Process.</p> <table border="1"> <thead> <tr> <th>Key Date No.</th> <th>Deliverable</th> <th>Timeline (from commencement)</th> <th>Percentage Financial B</th> </tr> </thead> <tbody> <tr> <td>KD4</td> <td>Assistance in Conducting the bid Process</td> <td>16 weeks</td> <td>20%</td> </tr> <tr> <td>KD5</td> <td>Completion of Services including assistance during Bid Process</td> <td>24 weeks</td> <td>20%</td> </tr> </tbody> </table>	Key Date No.	Deliverable	Timeline (from commencement)	Percentage Financial B	KD4	Assistance in Conducting the bid Process	16 weeks	20%	KD5	Completion of Services including assistance during Bid Process	24 weeks	20%		<p>Mentions the scope of services in Bid process assistance and is linked to <i>Clause 8, KD4 and KD5</i> deliverables and milestone payments. However there is no clarity at which step of <i>Clause 7</i>, will KD4 be marked as completed and KD5 shall begin.</p>		Refer to the Amendment RFP
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60.	<p><i>Clause 3.2.4</i></p>	<p><i>Technical Evaluation Criteria</i></p> <p>Experience and profile of Key Personnel – Architecture/Planning expert (minimum 10 years work experience) with 3% to be awarded for each Eligible Assignment in the last 5 years - Total Sub-weightage 15%</p> <p>PPP/Infrastructure Expert – (minimum 10 years work experience with 3% to be awarded for each Eligible Assignment) in the last 5 years – Total Sub-weightage 15%</p> <p><i>Clause 2.1.4 Key Personnel</i></p> <p>Architecture/Planning Expert – Minimum requirement of Post Graduate with minimum 10 years work experience, with at least 10 Eligible Assignments in Past 5 years</p> <p>PPP/Infrastructure Expert – MBA/CA with minimum 10 years work experience with at least 10 Eligible Assignments as a PPP expert</p>		<p>1. As per <i>Clause 2.1.4</i>, the Architecture/Planning Expert and PPP/Infrastructure Expert are required to have minimum experience in at least 10 Eligible Assignments in past 5 years, whereas <i>Clause 3.2.4</i> mentions 3% weightage for each eligible assignment out of sub-weightage of 15% (i.e. assigning weightage to only 5 out of 10 Eligible Assignments (required for minimum qualification criteria). Kindly clarify?</p>		Refer to the Amendment RFP												
61.	<p>Clause 3.3.</p>	<p>The Financial Proposal is received in the form specified in this RFQ-cum –RFP and comprises all the Forms included in Appendix 2 of this RFQ-cum-RFP</p>		<p>We understand that the forms for the Financial Proposal have been specified <u>Appendix-III</u> of the RFQ-cum-RFP instead of Appendix 2. Request you to please confirm.</p>		Refer to the Amendment RFP												
62.	<p>Clause 3.4</p>	<p>Liability of the Consultant</p> <p>3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>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.</p>		<p>Liability of the Consultant</p> <p>3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>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.</p> <p>3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct</p>		Refer to Clause 3.4 of the Amendment RFP												

		<p>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 or firm acting on behalf of the consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 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, 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 or firm acting 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>on the part of the Consultant or on the part of any person or firm acting on behalf of the consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 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, 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 or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value</p>	
63.	Clause 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 or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.	We request the Authority to limit the amount of indemnity and liability in the specified clauses i.e. clause 2.22 and clause 3.4.4, to 1 (one) time the value of the agreement, and make appropriate change in the RFP.	No change contemplated
64.		Performance Security: 10% of Total Financial Bid (Contract Value)	We request the authority to kindly reduce the performance security to 5% of the Total Financial Bid (Contract Value)	No change contemplated
65.	Clause 3.8	3.8 Documents prepared by the Consultant to be property of the Authority	Request you to please add the following clause: The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Consultant already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or knowledge developed while performing the Services.	No change contemplated
66.	Clause 3.8.3	3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.	3.8.3 Subject to Clause 3.4, The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority	No change contemplated
67.	SCHEMULE-1:	SCOPE OF SERVICES The scope of work identified under Schedule 1, indicates that the consultants hired under the proposed RfP needs to review and assess the pre-feasibility reports prepared by the Technical Advisor appointed by SAI	Kindly confirm that the revisions (if any reqd.) would be undertaken by Technical Advisor previously appointed by SAI and the same would not form part of scope for the consultants appointed under this RfP.	Refer to Scope of Work in the Amendment RFP
68.			Kindly clarify if the scope of consultants to be appointed under proposed RfP also includes project conceptualisation i.e. assessing the key activities to be undertaken, layout plan for the proposed project, etc.	Refer to the relevant provisions in the Amendment RFP
69.		As per point No 2 under Schedule 1: Scope of Services, there is a mention of identifying activities (both on-sea as well as on-shore	Kindly clarify what does on-sea as well as on-shore facilities indicate?	Refer to the Amendment RFP

		facilities).		
70.		Scope of work	We understand that the project is unique and involves various development components viz. real-estate, sports facilities, sports infrastructure, sports services and the associated O&M for the same. Thus, given the size, scale and nature of the project, we believe that a detailed techno-commercial feasibility study needs to be undertaken to evolve robust project packages and structures before initiating the bid preparation and transaction process. This shall also involve expertise of various specialists viz. real-estate development, sports infrastructure development specialist etc. to conduct the techno-commercial feasibility study. Considering the above we request you to kindly amend the Scope of Services of the Project, key personnel requirement and extend the project duration for additional 6 months	No change contemplated
71.	Schedule – 1:	Scope of Services The objective of this phase is to undertake an independent review of the pre-feasibility study as proposed by the Technical Adviser and recommend suitable modifications, if any, along with the detailed implementation methodology	Does recommendation on suitable modifications shall be carried out by SAI through the Technical Advisor at their own cost or the Transaction Advisor has to do that? Please clarify	Refer to the Scope of Work in the Amendment RFP
72.			Request you to please include a executive summary of the report in the RFP for an overall understanding of the Assignment	The report has been uploaded on the SAI website
73.	Clause 2	Identification of minimum Project Requirements / Services / Benchmark Standards, along with list of activities (both on-sea as well as on-shore facilities) for the private developer	Request to kindly clarify and elaborate on text “both on-sea as well as on-shore facilities” as mentioned in <i>Schedule 1 Phase 1, Clause 2</i> ,	Refer to the Amendment RFP
74.	Schedule 1 – point 3	Recommend the Clearances and Approvals (Final or In-Principle) to be obtained prior to the Appointment Date of the Bid	We understand that the Role of Technical Advisor would be limited to list the Clearances and Approvals to be obtained by the developer. Kindly confirm.	Refer to the relevant provision in the Amendment RFP
75.	point 2	Identification of minimum Project Requirements / Services / Benchmark Standards, along with list of activities (both on-sea as well as on-shore facilities) for the private developer	We understand that there is a typo error in the clause by including the phrase – “ <i>both on-sea as well as on-shore facilities</i> ”. Kindly confirm and make appropriate change in the clause.	Refer to the Amendment RFP
76.	point 5	Finalise the Concession Agreement (along with an independent Legal Advisor to be appointed by the Consultant) and schedules, drawing upon the deliverables of Phase 1 of the Project and including all specific requirements of the Project.	As per the requirement of the RFQ-cum-RFP for the Key Personnel for this project, role of legal person has not been specified. Hence, we understand that the Legal Advisor will be appointed by the Authority directly. Kindly confirm and make appropriate modification in the clause.	Refer to Key Personnel in the Amendment RFP
77.			We understand that, the consultant would facilitate SAI to appoint the independent legal advisor who will finalize the Concession Agreement for this project and all the contractual obligations for the services (formulation and execution of the CA) to be given to SAI by such independent legal advisor would be independent of the Transaction Advisor’s involvement	Refer to Key personnel in the Amendment RFP
78.	point 6	Market the Project among reputed private investors/operators including assistance in shaping advertisements for local, regional and international media, organizing meetings, visits and presentations to reputed international operators to enable a sufficient level of interest in bidding for the Project.	We understand that the advertisement expenses and cost of holding pre-bid meetings with prospective bidders for the transaction will be borne directly by the authority. Kindly confirm.	Refer to the Amendment RFP
79.	Clause 5	– <i>PPP Transaction Advisory and Documentation (Page 34)</i> Finalise the Concession Agreement (along with an independent Legal Advisor to be appointed by the Consultant)... including all specific requirements of the Project.	1. As per <i>Schedule 1, Clause 5</i> , it is mentioned that an independent legal advisor would be appointed by Consultant. Please clarify if the Financial Proposal (Price Bid) being quoted by TA should include Legal Advisor fees as well or would SAI be compensating Legal Advisor fees on actuals, either directly to Legal Advisor or through Transaction	Refer to the Key Personnel provision in the Amendment RFP

			Advisor?  2. Apart from Legal Advisor, would there be a requirement of E-Auction service provider or any other consultant/advisor, which has to be appointed by Transaction Advisor ?	
80.		Point No 2: Project Scoping	We request you to kindly clarify this part of the scope as prima facie, it seems relevant to Port Sector	Refer to the Amendment RFP
81.		Identification of minimum Project Requirements / Services / Benchmark Standards, along with list of activities (both on-sea as well as on-shore facilities) for the private developer	Kindly clarify what does on-sea as well as on-shore facilities indicate?	Refer to the Amendment RFP
82.			Request to kindly clarify and elaborate on text “both on-sea as well as on-shore facilities” as mentioned in <i>Schedule 1 Phase 1, Clause 2</i>	Refer to the Amendment RFP
83.		6. Market sounding Market the Project among reputed private investors/operators including assistance in shaping advertisements for local, regional and international media, organizing meetings, visits and presentations to reputed international operators to enable a sufficient level of interest in bidding for the Project.	We understand that the cost of such market sounding exercises and activities shall be borne by the Client. We request you to please confirm.	Refer to the Amendment RFP
84.		7. Bid Process Assistance Carry out detailed consultations and meetings with potential bidders at the RFQ and the RFP stages to discuss the Project, bidding documents and other relevant issues in addition to regular bidder conferences.	We understand that these consultations shall be in the form of meetings and interviews only; consultative workshops are not envisioned by the Client. Request you to confirm our understanding.	Refer to the Scope of Services in the Amendment RFP
85.		7. Bid Process Assistance Prepare a virtual data room containing key documents and information, including the draft Concession Agreement and RFP, to assist Qualified Bidders in preparing bids.	We understand that the online data room shall be established by the Client and that we shall be required only to assist in its establishment. Request you to confirm our understanding.	Refer to the Scope of Services in the Amendment RFP
86.	Schedule - 1, Scope of Services Phase		Kindly clarify, what exactly is expected to be created as part of virtual data room or its specifications.	Refer to the Scope of Services in the Amendment RFP
87.		Prepare a virtual data room to enable members of the Authority’s Project team and key stakeholders to securely access, share and store Project documents.	Further, we understand that the cost of setting-up the virtual data rooms shall be borne by the Client. Request you to confirm our understanding.	Refer to the Scope of Services in the Amendment RFP
88.			Kindly confirm that the consultants are expected to only coordinate such events and the cost incurred towards organizing such events would be borne by SAI.	Refer to the Scope of Services in the Amendment RFP
89.	Schedule 2 Clause 1.8	- Agreement The services shall be performed at the offices of SAI, in accordance with the provisions of RFQ-cum-RFP and at such locations as are incidental thereto, including the offices of the Consultant.	As per <i>Schedule 2 –Agreement , Clause 1</i> , it is mentioned that Transaction advisor is expected to perform services pertaining to Transaction on different locations. Kindly specify if any travel outside Delhi/NCR would be required ?	No travel outside of Delhi/NCR is contemplated.
90.	Clause 2.9	Termination of Agreement There are multiple grounds or termination.	It shall be clarified that either party may terminate the contract if (i) a breach by the other goes uncorrected for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation. Upon termination we shall be paid for the work done till date of termination	No change contemplated
91.		Agreement - 3.2 Conflict of Interest	Conflict of Interest: It shall be clarified that nothing in this engagement shall affect ours or our other related firms’ ability to perform services for our other clients so long as we do not use or disclose your confidential information.	Refer to Clause 2.3 in the Amendment RFP
92.		3.3 Confidentiality Term of Confidentiality obligation survive two years after the expiration or termination of this	Agreement. It shall be clarified that the confidentiality obligations shall survive for a period of 6 months from the termination or expiry of the Agreement.	No change contemplated
93.		3.4 Liability of the Consultant	As per RFP -- : Our liability is to be determined under the applicable law. In	No change contemplated

		Liability under the contract to be capped to the 1x of the fees paid to us.	case of negligence or wilful misconduct, our liability for any direct loss or damage shall not exceed (a) the Agreement Value set forth in Clause 6.1.1 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, whichever of (a) or (b) is higher. We are not liable for any indirect or consequential loss or damage. Further, liability arising due to 3rd party damage is capped at 3 times the agreement value.	
94.		3.5 Accounting, inspection and auditing	We will retain our records as per our record retention policies. Upon reasonable notice we will allow client to inspect our invoicing records under this engagement; such inspection shall be done in a pre agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements.	Refer to Clause 3.5 in the Amendment RFP
95.		7.2 Liquidated Damages Liquidated Damages& Penalties	- LD's under the contract to be applicable solely for reasons attributable to us and should be capped at max. 5 % of the contract value.	No change contemplated
96.	Appendix -I: Technical Proposal: Form	The key parameters like project cost, consultancy fee, duration, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for pre-qualification, shall not be considered.	Given that most of the eligible assignments are Government projects, their proof of experience is not necessarily issued in a format that covers all the details required in referred Form-2. Accordingly, we request you to please consider multiple documents/sources for providing the required proof.	Refer to the relevant sections in the Amendment RFP
97.	Schedule-3 Data Sheet	Pre Bid Meeting: 23 <sup>rd</sup> August 2018 Due Date and time for Submission of Proposal (Proposal Due Date – PDD): 7 <sup>th</sup> September 2018 at 1200hrs	Given that the Pre Bid Meeting was held on 28 <sup>th</sup> August 2018 instead of 23 <sup>rd</sup> August, we request that Proposal Due Date also be postponed so as to allow sufficient time for preparing the Proposal as per the response to Pre Bid Queries/Addendum(s).	Refer to the revised timelines in the Amendment RFP
98.		The applicant are required to submit Bid Security of Rs.1,00,000 and Performance Security of 10% of total financial bid.	We would request you to kindly reduce the Bid Security to Rs.50,000 and 5% of total financial bid quoted by the bidder shall be kept as Performance Security	No change contemplated
99.	Clause 5.3	Miscellaneous It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities... whether actual or contingent, whether present or future.	1. The <i>Clause 5.3</i> mentions that Transaction Advisor/Applicant shall release SAI or any other parties involved with SAI from any sort of expenses, losses, claims etc.  2. Kindly specify if these losses are capped to a certain value of Agreement or shall form part of Liquidated Damages ( <i>Schedule 2, Clause 7.2.1</i> ) or Indemnity ( <i>Clause 2.22, Page 26</i> ).	Refer Clause 6 in the Amendment RFP
100.		APPENDIX-I: TECHNICAL PROPOSAL: Form-2 Format for Eligible Assignments Project Specific Experience Exhibit eligible projects in the last ten years.	In RFQ-cum-RFP document, the earlier clauses have mentioned to showcase the eligible assignments in the last 5 years,	Refer to the Amendment RFP
101.		APPENDIX-I: TECHNICAL PROPOSAL: Form-3 Team Composition and Task Assignments Support Staff	Request you to please clarify we need to provide CVs of support staff in the technical proposal.	Refer to the requirements in the Amendment RFP
102.	Submission Date		It is requested that due date of submission is extended by at least 3 weeks post issuance of pre-bid clarifications.	Refer to the revised schedule in the Amendment RFP
103.		We understand that, the consultant would facilitate SAI to appoint the independent legal advisor who will finalize the Concession Agreement for this project and all the contractual obligations for the services (formulation and execution of the CA) to be given to SAI by such independent legal advisor would be independent of the	We understand that, the consultant would facilitate SAI to appoint the independent legal advisor who will finalize the Concession Agreement for this project and all the contractual obligations for the services (formulation and execution of the CA) to be given to SAI by such independent legal advisor would be independent of the Transaction Advisor's involvement	Refer to the relevant sections on Key Personnel and Scope of Services in the Amendment RFP

		Transaction Advisor's involvement		
104.			<p>As per the RFQ-cum-RFP document, we understand that EY has been the Technical Advisor to NITI Ayog for preparing pre-feasibility study for two stadia.</p> <p>Since, this pre-feasibility study shall be provided to the selected bidder, we believe that EY shall also be eligible to carry out this assignment.</p> <p>Please clarify</p>	Refer to the Clause 2.3 of the Amendment RFP
105.		New Clause	<p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority, if the Consultant reasonably determine that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	No change contemplated