

**MINISTRY OF YOUTH AFFAIRS AND SPORTS  
(DEPARTMENT OF SPORTS)**

RFP for Selection of Financial Consultant & Transaction Adviser for development/redevelopment, operation, maintenance and management of  
Jawaharlal Nehru Stadium, New Delhi on PPP mode

(RFP NO. K-11012/1/2019-SP-V (New Delhi) Dated June 10, 2020)

**RESPONSE TO QUERIES**

**Issue Date : 23<sup>rd</sup> July, 2020**

S.No.	Clause No. (Page No.)	Existing Clause/ provision of RFP	Clarification sought / Revision sought / Query	Response
1.	1.4 (9)	Sale of RFP Document	We request the Authority to kindly clarify if this fee is to be paid even if the document is downloaded from the Official website of the Authority. If yes, should this payment be made through the DD submission along with the technical proposal? Further, in reference to Rule 161 (IV) of GFR 2017, we understand that cost of tender document should not be charged under the said Rule. Accordingly, we request the Authority to waive / delete the requirement for submitting tender fee.	Please refer to S.No. 1 of the corrigendum.
2.	1.8 (10-11)	Schedule of Selection Process:  Proposal Due Date or PDD: 22/07/2020	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 atleast 2 weeks from the date of release of Corrigendum.	Please refer to S.No.2 of the corrigendum.

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			<p>As the RFP requires to exhibit extensive and quality work experience, methodology, work plan etc. we request the authority to modify the clause as follow:</p> <p>Proposal due date (PDD) to be at least 30 days after the response to queries/clarifications by the authority.</p> <p>As per the industry practice, we request the authority to provide 21 days post reply of pre-bid queries for submission of the proposal</p> <p>We request you kindly provide at least 4 weeks' time for submission of bid after the Authority has responded to the queries</p> <p>We also request you to kindly conduct a second pre-bid meeting after issuance of replies to the queries This in view of the current COVID-19 situation in the country and the globe and also considering the complexity and magnanimity of the Project.</p> <p>As the RFP requires to exhibit extensive and quality work experience, methodology, work plan etc. we request the authority to modify the clause as follow: Proposal due date (PDD) to be at least 30 days after the response to queries/clarifications by the authority.</p> <p>As the RFP requires to exhibit extensive and quality work experience, methodology, work plan etc. we request the authority to modify the clause as follow:</p>	

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			<p>Proposal due date (PDD) to be at least 30 days after the response to queries/clarifications by the authority.</p> <p>We request you kindly provide at least 4 weeks' time for submission of bid after the Authority has responded to the queries</p> <p>We also request you to kindly conduct a second pre-bid meeting after issuance of replies to the queries</p> <p>This in view of the current COVID situation in the country and the globe and also considering the complexity and magnanimity of the Project.</p>	
3.	1.9 (11)	Pre-proposal visit to the Site and inspection of data	<p>Considering the COVID-19 scenario in the country and the quarantine guidelines for the air travel passengers, we request you to kindly extend the pre-proposal visit to site and inspection of data schedule until July 15, 2020</p> <p>May be considered upto 10th July, 2020, with prior intimation of 5 days of the visit.</p>	Authority had requested to submit request from willing participants for the visit till 2 <sup>nd</sup> July, 2020 for arranging a visit in the second week of the July, 2020.
4.	2.1.1 (13)	Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either	<p>We request the authority to kindly amend the definition of the applicant as follows: The term applicant (the “<b>Applicant</b>”) means the Sole Firm <b>or the Consortium</b>, as the case may be.</p> <p>Please specify the limit on number of consortium members.</p>	Please refer to clause No. 2.1.1 of RFP and Clause 1.9 of Schedule-II (Forms of Agreement), which is self-explanatory.

		<p>individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. <b>The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be.</b> The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.</p>	<p>Also, the requisite experience and capabilities (i.e., the Eligibility Criteria) should be evaluated for the entire consortium jointly and not solely for the lead member. Otherwise the very purpose of forming a consortium is defeated.</p> <p>It is further suggested that there be a limit on number of consortium members (preferably 4) so that only credible and serious entities participate in the process.</p> <p>We understand that there is no maximum limit for number of consortium members. Please confirm.</p> <p>Also, as per this clause, in case of Consortium, only the Lead Member is defined and recognised as “Applicant”. This will deprive the other consortium members who are sector specialists the recognition and in all practical aspects are deemed as sub consultants to the Applicant. Leading sector specialist firms will not get approval from their board to function as a sub consultant to another consultant who is the Lead Member. Hence we request you to make the following amendments to the said clause which is also the industry practice</p> <ol style="list-style-type: none"> <li>1) Kindly treat the Consortium of firms as Joint Venture and “Applicant” and the Joint Venture can be unincorporated and assignment specific</li> <li>2) The Lead Member may be assigned as the responsibility of front ending all communication and delivery to the Authorities. All other consortium members would give a power of attorney to the Lead Member to this effect</li> </ol>	
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			3) All members of the Consortium are jointly and severally responsible for the assignment	
5.	2.2.2 (15)	<b>Conditions of Eligibility of Applicants</b>	<p>We understand that the envisaged project involves three key skill areas namely, Sports Advisory, Real Estate Advisory and PPP transaction advisory. We are of the opinion that the Consultant that shall be engaged for the subject assignment should be well-versed in all these areas in order to achieve successful transaction and desired outcomes for the project. In this backdrop, it should be noted that generally all of these skill sets are not found within a single organisation and therefore in the interest of the assignment, a consortium of firms/companies should be allowed to participate so that they can bring together their specific competencies for the subject assignment. In view of the above, we request the authority to kindly consider the combined technical capacity/project experience, and financial capacity/turnover of the consortium members for the purpose of evaluation of eligibility and technical scoring.</p> <p>Covid-19 pandemic has caused a disruptive impact on economies across the world. In order to revive the Indian economy and encourage self-reliance, the Government has initiated schemes such as Aatmanirbhar Bharat, etc. In consonance with the GoI interventions, we request the Authority to give emphasis to Indian Firms for the envisaged project. Therefore, we request the Authority to include the below mentioned requirement in the Minimum Eligibility Criteria.</p>	Please refer to clause No. 2.1.1of RFP and Clause 1.9 of Schedule-II (Forms of Agreement), which is self-explanatory.

			<p>The Bidders eligible for participating in the Request for Proposal process shall be any Business Entity - Private Limited Company/Limited Company /Limited Liability Partnership registered under the Companies Act, 1956 / 2013 / Limited Liability Partnership Act, 2008/ under the Partnership Act of 1932 in India or a proprietary firm and should have been operating India for the last 15years.</p> <p>We request the Authority to kindly alter their requirements of the Key personnel as below</p> <p>Financial Expert, the experience on eligible assignments may be reduced to 3 similar assignments out of which one may be in sports</p> <p>Real Estate Expert, the experience on specific assignments may be reduced to 3 similar assignments out of which one may be in sports</p> <p>For Infrastructure/PPP Expert, the experience on eligible assignments may be reduced to 3 similar assignments out of which one may be in sports</p> <p>Given the Scale of project, and sector specializations, we request the Authority to alter the Sports Expert profiles as below.</p> <ol style="list-style-type: none"> <li>1. Sports Infrastructure Expert: educational qualification of engineering / architecture or equivalent, and experience with sports facilities.</li> <li>2. Sports Management Expert: educational qualification of Masters in Sports Management, and experience in Sports Advisory Services</li> </ol> <p>For Associate consultant, we request the Authority to kindly alter the educational qualification and reduce it to bachelors in any field along with 3 years' experience. Experience requirement should be limited to</p>	
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			<p>experience of working in advisory assignments with Central/State Govt.'s in India.</p> <p>We understand that the eligibility criteria are to be met jointly by the consortium (i.e., by adding up the Technical Capacity, Financial Capacity and Key Personnel of all members of the consortium. Kindly clarify.</p> <p>As per our understanding the scope of services and deliverables, the consultant team need to possess the following proven capability</p> <p>1 Experience of doing demand assessment, facility programming, feasibility, business plan for development redevelopment of a large sports complex comprising of international standard football stadium. Indoor and outdoor sports facilities, real estate, hospitality, recreation and entertainment complexes.</p> <p>2. The above requires adequate knowledge proven experience conceptualizing a large mixed use sports facility, design review, sports federation regulations, operation methods, commercial rights, league structures. real estate studies, Operation and management models. International best practices, experience of structuring development models for multifunctional sports complexes etc.</p> <p>3) Extensive knowledge and experience real estate market studies covering demand assessment, feasibility studies, bench marking, marketing mix, development models etc. for large mixed use real estate projects.</p>	
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			<p>4) It is imperative that the business plan, facility mix and the development model structure generated by the Financial Consultant &amp; Transaction advisor should be good enough to attract private investment. Any inadequacies or gaps created at this stage will be carried forward by the technical consultant in the DPR which can end up as an unviable project from the investor's perspective.</p> <p>In view of the foregoing, we request you to kindly revise the said clause as below so that sufficient weightage is allocated to key required experience and skills</p> <p>(A) Technical Capacity: The Applicant shall have over the past 10 (Ten) years preceding the PDD. undertaken a minimum of (Five Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 3 (Three) should be PPP Projects and at least 10 (Ten) Specific Assignments as specified in Clause 3.1.5 of this document, of which at least 5 (Five) Real Estate Projects and at least 5 in Sports, as a lead/sole member should be completed</p> <p>However, the above request is made in conjunction with request number 01 above with regard to reduction of threshold fee requirement.</p> <p>Also, As per this clause, in case of a Consortium, the Lead Member has to solely meet the Technical &amp; Financial Criteria. We request that, Consortium Members may be allowed to bring in Technical and Financial Capacity collectively. Our request is based on the following rationale</p> <p>1) This project concept is unique in objectives, concept, size, importance to location and legacy.</p>	
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			<p>Very few firms will be able to meet the eligibility criteria on their own</p> <p>2) The assignment requires expertise in high levels in three sectors: PPP, Sports Business &amp; Sports Infrastructure and Real Estate. A requirement of this magnitude can be best met by sector specialists coming together and collectively demonstrating the capability</p> <p>3) With this clause synergetic consortiums with specific individual domain expertise cannot be formed whereas a sole bidder meeting all the criteria to the basic extent can bid sourcing the relevant personnel and CVs</p> <p>4) We believe that, this clause is rendering the formation of consortium irrelevant and restricts the competitive bidding opportunity</p> <p>5) However, we agree that, financial criteria may be met by the Lead bidder alone which is a norm in such assignments</p> <p>We assume that the length of professional experience is total years of relevant experience, and not years of professional experience after last professional qualification, since some colleagues may have pursued advanced studies after accumulating work experience.</p> <p>Also, we request to consider the experience of the entire consortium while evaluating technical capacity and not just the lead applicant. Based on our past involvement in similar projects, different</p>	
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			<p>consortium members add value in different aspects of such projects.</p> <p>It is very much a possibility that the key resources would have changed the jobs during the last 10 years. Also it will not be possible for the resource to substantiate the project cost and fee earned by the employer for eligible and specific assignments from the current or previous employers. Therefore, we request you to waive off the fee criteria and certification criteria for eligible and specific assignments for the resources. We request you to allow self-certification of the CV experience by the respective resource</p>	
6.	2.2.2 (A) (15)	<p><b>Conditions of Eligibility of Applicants:</b></p> <p><b>Technical Capacity:</b> The Applicant shall 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 atleast 3 (Three) Real Estate Projects and at least 2 in Sports, as a lead/sole member should be completed.</p>	<p>We request the authority to kindly amend this clause as follows:</p> <p><b>Technical Capacity:</b> The Applicant shall have, over the past 15 (Fifteen) years preceding the PDD, undertaken a minimum of 5 (Five) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 3 (Three) should be PPP Projects.</p> <p>Due to the paucity of successful sports facility transactions in India that are comparable, we request the Authority to kindly lower the eligibility requirements for this RFP, to prevent this requirement from becoming a limiting factor for</p>	Please refer to S. No. 3 of the corrigendum.

			<p>bidders. Eligible assignments should be revised as per the following:</p> <p>4 (Four) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 2 (Two) should be PPP Projects and at-least 2 (Two) Specific Assignments as specified in Clause 3.1.5 of this document, of which at least 1 (One) Real Estate Projects and at least 1 (One) in Sports. Ongoing assignments may be permitted.</p> <p>Considering there is a scarcity of successful sports facility transactions in India that are comparable, we recommend lowering the eligibility requirements for this RFP. Eligible assignments should be revised as per the following:</p> <p>4 (Four) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 2 (Two) should be PPP Projects and at-least 2 (Two) Specific Assignments as specified in Clause 3.1.5 of this document, of which at least 1 (One) Real Estate Projects and at least 1 (One) in Sports. Ongoing assignments may be permitted.</p> <p>The Technical Capacity criteria is skewed towards infrastructure PPP projects despite this being a real estate and sports centric project. Therefore, we request you to kindly reduce the weightage of Eligible Assignments and increase weightage of Real Estate and Sports Projects in the assessment of Technical Capacity.</p> <p>Our understanding is that, the Technical capacity, financial capacity. Key personnel as mentioned under 2.2.2 (A). (B). (C), (D) can be met by the</p>	
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			<p>consortium members in a combined manner. For avoidance of doubt combined technical, financial, key personnel capacities of the consortium members shall be considered in case of a consortium. Please confirm.</p> <p>Also, as per our understanding of the bid condition, in case of a consortium of 3 members, say 2 are from India and one is from a foreign country and the combined turnover of 2 Indian companies meet the 160 cr turnover criteria, it is accepted that the consortium meets the required financial capacity. Please confirm.</p> <p>As per our understanding the scope of services and deliverables, the consultant team need to possess the following proven capability</p> <ol style="list-style-type: none"> <li>1) Experience of doing demand assessment, facility programming, feasibility, business plan for development/ redevelopment of a large sports complex comprising of international standard football stadium, indoor and outdoor sports facilities, real estate, hospitality, recreation and entertainment complexes</li> <li>2) The above requires adequate knowledge and proven experience in conceptualizing a large mixed use sports facility, design review, sports federation norms, event regulations, venue operation methods, commercial rights, league structures, real estate studies, operation and management models, international best practices, experience of structuring development models for multifunctional sports complexes etc.</li> </ol>	
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			<p>3) Extensive knowledge and experience real estate market studies covering demand assessment, feasibility studies, bench marking, marketing mix, development models etc. for large mixed use real estate projects</p> <p>4) It is imperative that the business plan, facility mix and the development model/ structure generated by the Financial Consultant &amp; Transaction advisor should be good enough to attract private investment. Any inadequacies or gaps created at this stage will be carried forward by the technical consultant in the DPR which can end up as an unviable project from the investor's perspective</p> <p>In view of the foregoing, we request you to kindly revise the said clause as below so that sufficient weightage is allocated to key required experience and skills</p> <p>(A) Technical Capacity: The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 5 (Five) Eligible Assignments as specified in Clause 3.1.4 of this document, out of which at least 3 (Three) should be PPP Projects and at-least 10 (Ten) Specific Assignments as specified in Clause 3.1.5 of this document, of which at least 5 (Five) Real Estate Projects and at least 5 in Sports, as a lead/sole member should be completed</p> <p>However, the above request is made in conjunction with request number 04 above with regard to reduction of threshold fee requirement</p> <p>As per the Eligible Assignments, is it necessary to</p>	
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			<p>have assignments pertaining to "privatization or disinvestment of government owned companies" or we are required to fulfill the minimum criterion of 5 PPP projects, 3 Real Estate Projects and 2 Sports projects.</p> <p>It is requested that technical capacity be for Consortium, and not Applicant who is the lead member. We understand that the bidders can participate as a Sole Bidder or as a Consortium. Further, as part of the Key Personnel, there is requirement of a Financial Expert, Infra/PPP Expert, Sports Infra Management Expert, Real Estate Expert and an Associate Consultant. Each of these have separate eligibility criteria for eligible/specific assignments in their own field, viz. PPP, sports, real estate. Since an individual bidder may not have such wide sectoral experience as well as experts available, they may follow the consortium route. Mandating that the Lead Member shall separately have undertaken sports (at-least 2) and real-estate assignments (at-least 3) is too onerous a condition and may defeat the objective of allowing consortium mode.</p> <p><b>Kindly modify the clause and reduce the number of sport's related assignment.</b></p> <p>(A) <b>Technical Capacity:</b> The Applicant shall 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</p>	
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			Assignments as specified in Clause 3.1.5 of this document, of which atleast 3 (Three) Real Estate Projects and atleast <b>1 in Sports, as a lead/sole member should be completed.</b>	
7.	<b>2.2.2 (B) (15)</b>	<b>Financial Capacity:</b> The Applicant shall have received a minimum of ₹ 160 crore (INR One hundred Sixty crore) or \$ 80 million (USD Eighty Million) per annum as professional fees during each of the 3 (three) financial years preceding the PDD. 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.	<p>As per the directive issued by the Government of India on 13th May, 2020, the Government is promoting the level playing field for Indian MSMEs. The aim is to allow MSMEs in boosting their ability to do business. This move is also a step towards This move is also a step towards "Atma Nirbhar Bharat." Accordingly, we request the authority to kindly amend this criterion as follows:</p> <p><b>Financial Capacity:</b> The Applicant shall have received a minimum of ₹15 crore (INR Fifteen crore) or \$ 8 million (USD Eight Million) per annum as professional fees during each of the 3 (three) financial years preceding the PDD. 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.</p> <p>On What basis was the current financial capacity requirement set at an odd figure of ₹160 crore?</p> <p>We would like to submit a change of financial capacity to:</p> <p>Financial Capacity: The Applicant shall have received a minimum of ₹150 crore (INR One hundred Fifty crore) or \$ 75 million (USD Seventy</p>	Please refer to S. No. 4 of the corrigendum.

			<p>Five Million) per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees her under refer to fees received by the Applicant for providing advisory or consultancy services to its clients and does not include fee earned from auditor other related services.</p> <p>As per our understanding of the bid condition, In case of a consortium of 3 members, say 2 are from India and one is from a foreign country and the combined turnover of 2 Indian companies meet the 160 cr turnover criteria, it is accepted that the consortium meets the required financial capacity. Please confirm.</p>	
8.	2.2.2 (C) (15)	<b>Availability of Key Personnel:</b>	<p>It is very much a possibility that the key resources would have changed the jobs during the last 10 years. Also it will not be possible for the resource to substantiate the project cost and fee earned by the employer for eligible and specific assignments from the current or previous employers. Therefore, we request you to waive off the fee criteria and certification criteria for eligible and specific assignments for the resources. We request you to allow self-certification of the CV experience by the respective resource .</p> <p>The bidder may be required to engage specialist resources from outside the organization to meet the criteria. We therefore request you to provide CVs of the external resources which will supported by an MoU between the resource and organization</p>	Please refer to RFP clause No. 2.2.2 (C), which is self-explanatory.
9.	2.2.2 (D) (15-16)	<b>Financial Expert: Length of Professional Experience – 15 Years,</b>		Please refer to S.No. 5 of the corrigendum.

		<p><b>Experience on Eligible Assignments:</b> He/She should have led the financial team in preparation of revenue model and/or bid documents for 10 (Ten) Eligible assignments, of which at least 5 (Five) should be PPP projects, and at-least Five (5) Specific Assignments, as a Team Leader.</p>	<p>We request the authority to kindly amend this requirement as follows:</p> <p><b>Financial Expert:</b>  <b>Length of Professional Experience – 10 Years</b>  <b>Experience on Eligible Assignments:</b> He/ She should have led the financial team in preparation of revenue model and/or bid documents for 5 (Five) Eligible assignments, of which at least 3(Three) should be PPP projects.</p> <p>The team should not be evaluated purely on experience, but overall profile. Have mentioned the same in point no. 7. But to evaluate a profile on the basis of their experience, the number of projects should be set in stone as standard to all applicants. Our recommendation for each profile is as follows:</p> <p>For Financial Expert, we suggest the experience on eligible assignments may be reduced to 3 similar assignments out of which one may be in sports.</p> <p>For Real Estate Expert, we suggest the experience on specific assignments may be reduced to 3 similar assignments out of which one may be in sports.</p> <p>For Infrastructure/PPP Expert, we suggest the experience on eligible assignments may be reduced to 3 similar assignments out of which one may be in sports</p> <p>We suggest to split the Sports Infrastructure Expert into two profiles: i.e.</p> <ol style="list-style-type: none"> <li>1. Sports Infrastructure Expert, who has an educational qualification of engineering / architecture or equivalent, and experience with sports facilities</li> <li>2. Sports Management Expert, who has an</li> </ol>	
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			<p>educational qualification of Masters in Sports Management, and experience in Sports Advisory Services.</p> <p>For Associate consultant, we suggest the educational qualification be reduced to bachelors in any field along with 3 years' experience. Experience requirement should be limited to experience of working in advisory assignments with Central / State Govt.'s in India.</p> <p>Please consider assignments (for experience) where the person has worked as a Financial Expert.</p> <p>Financial Expert's qualification in terms of assignments may be limited to Eligible (PPP/infra/disinvestment) assignments. Alternately, the number of Specific Assignments be reduced to 2, from the present 5.</p> <p>Kindly confirm whether the length of Professional Experience of Key Personnel shall be counted as overall experience of the Key Personnel or experience after completion of his relevant Education Degree as specified in the RFP.</p> <p>Also, we request the Authority to confirm. For External CVs used in the proposal, kindly confirm whether self-certification of projects undertaken by the Key Experts will be considered as relevant proof for undertaking relevant assignments.</p>	
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			<p>The bidder may be required to engage specialist resources from outside the organization to meet the criteria. We therefore request you to provide CVs of the external resources which will supported by an MoU between the resource and organization</p> <p>We request the authority to kindly clarify the following: MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent. “Or equivalent” will include PGDBM/ PGDM/ MBA.</p> <p>We request the Authority to kindly alter the requirements of the Key personnel as below</p> <p>Financial Expert, the experience on eligible assignments may be reduced to 3 similar assignments out of which one may be in sports</p>	
10.	2.2.2 (D) (15-16)	<p><b>Real Estate Expert</b>  <b>Qualification:</b> MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent.  <b>Experience on Eligible Assignments:</b>  He/ She should have worked in Strategic Economic planning including extensive experience of real estate commercialisation. He/ She should have experience in atleast Ten (10) Specific Assignments of which at least Five (5) should have been Real- Estate Projects</p>	<p>We request the authority to kindly amend this requirement as follows:  <b>Real Estate Expert</b>  <b>Qualification:</b> MBA in Finance / Marketing/ CA/ CFA/ Masters in Finance, Masters in Economics or equivalent.  <b>Experience on Eligible Assignments:</b> He/ She should have worked in Strategic Economic planning including extensive experience of real estate commercialisation. He/ She should have experience in atleast Five (5) Real- Estate Projects.</p> <p>Many of the real estate experts from Urban Planning background have successfully delivered such</p>	Please refer to S. No. 5 of the corrigendum.

			<p>prestigious projects. Therefore, request the Authority to kindly include Master in Planning (M.Plan) as the educational qualification.</p> <p>We request the authority to modify the minimum educational qualifications for Sports Infrastructure Management Expert as following:</p> <p><b>Masters in Sports Management</b>/Bachelor in Sports Management/ Bachelor in Sports Infrastructure or equivalent.</p> <p>Also, Since, the Financial consultant &amp; Transaction Advisors is required to interact with technical consultants, it is important to understand the technical terms and have that expertise to guide the assignment in an effective manner. Hence, we request the authority to modify the minimum educational qualifications for Real Estate Expert as following: MBA in Finance/ Architect/ CA/ CFA/ Masters in Finance, Masters in Economics or equivalent.</p> <p>Also, we request the authority to kindly clarify the following: MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent. “Or equivalent” will include PGDBM/ PGDM/ MBA.</p> <p>Real Estate Expert, the experience on specific assignments may be reduced to 3 similar assignments out of which one may be in sports.</p>	
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11.	2.2.2 (D) (15-16)	<p><b>Infrastructure/ PPP Expert</b>  <b>Qualification:</b> MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent.</p> <p><b>Experience on Eligible Assignment:</b>  He/ She should have worked as a sector expert in 5 (five) Eligible Assignments, of which at least 3 (Three) should be PPP projects, and at least 2 (Two) Specific Assignments.</p>	<p>Many of the real estate experts from Urban Planning background have successfully delivered such prestigious projects. Therefore, request the Authority to kindly include Master in Planning (M.Plan) as the educational qualification.</p> <p><b>We request the Authority to add the following. Infrastructure/PPP Expert:</b>  MBA in Finance/ <b>Master of Engineering</b> / CA/CFA/ Masters in Finance, Masters in Economics or equivalent.</p> <p>We request the authority to kindly clarify the following: MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent. “Or equivalent” will include PGDBM/ PGDM/ MBA.</p> <p>For Infrastructure/PPP Expert, the experience on eligible assignments may be reduced to 3 similar assignments out of which one may be in sports.</p>	Please refer to S.No. 5 of the corrigendum.
12.	2.2.2 (D) (15-16)	<p><b>Sports Infrastructure Management Expert</b>  <b>Qualification:</b> Bachelor in Sports Management, Bachelor in Sports Infrastructure or equivalent.</p> <p><b>Length of Professional Experience:</b> 10 years in Sports sector</p> <p><b>Experience on Eligible Assignments -</b>  He/ She should have worked as a sector</p>	<p>We request the authority to kindly amend this requirement as follows:  <b>Sports Infrastructure Management Expert</b>  <b>Qualification:</b> Bachelor in Sports Management, Bachelor in Sports Infrastructure or Equivalent or MBA or equivalent.</p> <p><b>Length of Professional Experience:</b> 10 years in Sports sector.</p>	Please refer to S.No. 5 of the corrigendum.

		<p>expert in at least Five (5) Specific Assignments of which at least 2 (Two) should have been Sports projects.</p>	<p><b>Experience on Eligible Assignments</b> - He/ She should have worked as a sector expert in at least at least 2 (Two) Sports projects.</p> <p>Many of sports infrastructure consulting assignments have been taken by people with background in Management since degree in sports management/ infrastructure is has been introduced in recent years. Therefore, request the Authority to kindly include MBA as the education qualification.</p> <p>Bachelor of Sports Management or Infrastructure Management is an emerging profession in India. Also in India and in international arena there would be experienced professional who have the required knowledge and extensive experience but without a degree in sports management</p> <p>Also this resource is critical to the assignment as he/she would bring the required knowledge in sports infrastructure development, IOC/ Sports federation guidelines, design review, knowledge of successful business models, knowledge of venue operations and commercial rights, experience in undertaking studies and business plan for multifunctional sports complexes with real estate component, modern methods and structures for operations and management etc.</p> <p>In view of the above we request you to kindly make the following changes to the clauses</p>	
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			<p>1) The minimum sports projects experience should be 3 out of 5</p> <p>2) He/ She need not possess a degree in sports management</p> <p>3) If this person is from abroad, he/she should be permitted to attend the meetings from Video conference</p> <p>In case of (3) above, an Indian expert with experience in at least 2 sports projects can be present as an additional resource in the meetings.</p> <p>Given the Scale of project, and sector specializations, we request the Authority to alter the Sports Expert profiles as below.</p> <p>1. Sports Infrastructure Expert: educational qualification of engineering / architecture or equivalent, and experience with sports facilities</p> <p>2. Sports Management Expert: educational qualification of Masters in Sports Management, and experience in Sports Advisory Services</p>	
13.	2.2.2 (D) (15-16)	<p><b>Associate Consultant:</b></p> <p><b>Qualification:</b> MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent</p>	<p>We request the authority to kindly clarify the following: MBA in Finance / CA/ CFA/ Masters in Finance, Masters in Economics or equivalent. “or equivalent” will include PGDBM/ PGDM/ MBA</p> <p>For Associate consultant, we request the Authority to kindly alter the educational qualification and reduce it to bachelors in any field along with 3 years’ experience. Experience requirement should be</p>	Please refer to Clause No. 2.2.2 (D) of the RFP, which is self-explanatory.

			limited to experience of working in advisory assignments with Central / State Govt.'s in India.	
14.	2.2.3 (16)	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 submit certificate(s) from 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.	Please refer to clause No. 2.2.3 of the RFP, which is self-explanatory.
15.	2.2.6 (17)	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.	(Clause 2.2.6 in reference to Declaration No. 6, Appendix 1, Form –I, Pg 107)  We request the Authority to kindly consider revising this pre-qualification in order to include the following or allow the Consultants to add the following clarification:  "However, given the large volume of work performed by the Consultant, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities."	Please refer to clause No. 2.2.6 of the RFP, which is self-explanatory.
16.	2.3 (17)	<b>Conflict of Interest:</b>  Clause No. 2.3.3 (g)		Please refer to clause No. 3.2 of Schedule-II (Form of Agreement) and clause No. 2.3 of the RFP, which are self-explanatory.

		<p>“a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or”</p>	<p><b>Additional Clause to be added in sub clause No. 2.3.3:</b>  Due to conflicting nature of assignment of pre-feasibility, we suggest an additional clause to be added:</p> <p>Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:</p> <p>If an Applicant has been engaged by authorities to officially evaluate the feasibility of JNS in any capacity within the last five years.</p> <p>Reason: The same applicant may not be able to independently review their own work.</p> <p>As the partnership firm is represented by multiple partners who may have an interest in bidding for subsequent projects under the same Authority, we request the authority to delete the above clause to allow us to participate in the bid.</p> <p>Due to conflicting nature of assignment of pre-feasibility, we suggest an additional clause to be added:</p> <p>Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:</p> <p>If an Applicant has been engaged by authorities to Officially evaluate the feasibility of JNS in any capacity within the last five years,</p>	
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			<p>Reason: The same applicant may not be able to independently review their own work.</p> <p>It is requested to that due consideration be given to the risk of upside &amp; downside Conflict of Interest. It is requested that the information available with all consultants/bidders be same and there is no pre-existing advantage for any of the bidders that can have an impact on professional fee, undisclosed risks etc.</p> <p>(read with SCHEDULE-3, Page 102)</p> <p>We wish to highlight that the Consultants, being a large organization, provide various services to various state and central government departments, PSUs, international organizations and private clients. While some consulting firms have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. We would request the Authority's kind consideration that the no conflict confirmations by the Consultant may be subject to the foregoing.</p> <p>We would like to clarify that providing similar services to other clients should not be construed as a conflict of interest. We maintain internal safe guards that enable us to work for clients without compromising our commitment to protect the confidentiality of proprietary information.</p>	
17.	2.7.1	Acknowledgement by Applicant		Please refer to RFP clause No. 2.7.1 of the RFP, which is self-explanatory.

	(21)	(f) Agreed to be bound by the undertaking provided by it under and in terms hereof.	We would like to seek clarification if we can propose changes to the legal terms of the RFP that shall form part of the Agreement.	
18.	2.14.6 (26)	<p><b>Technical Proposal:</b></p> <p>The proposed team shall include experts and specialists (the “<b>Professional Personnel</b>”) in their respective areas of expertise and managerial/support staff (the “<b>Support Personnel</b>”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-11 of Appendix-I.</p>	<p>We request the Authority to kindly identify the support personnel along with marks allotted to as support staff are significant to the execution of the project.</p> <p>We request the authority to kindly clarify the following points:</p> <ol style="list-style-type: none"> <li>1. The key personnel shall be included in the professional personnel: As per our understanding, the team of professional personnel includes key personnel and other professionals having competence and expertise to complete this consultancy.</li> <li>2. Support personnel: There is no information provided for support personnel regarding experience, qualifications. Etc. Kindly clarify.</li> </ol> <p>Also, Kindly clarify that Key personnel and Professional personnel are the same.</p> <p>Support staff over and above key staff will be essential for a project of this magnitude. Request if support personal can be identified as exact number along with marks allotted to support staff proposed.</p>	Please refer to clause No. 2.14.6 of the RFP, which is self-explanatory.

19.	2.21 (29-30)	<p><b>Bid Security:</b> The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2,00,000/- (Rupees Two Lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the <b>PAO, Ministry of Youth Affairs and Sports</b> payable at <b>New Delhi</b> (the “<b>Bid Security</b>”), returnable not later than 45 (Forty Five) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.26.1.</p>	<p>We request the authority to kindly exempt the MSMEs from payment of earnest money deposit/bid security as per the General Financial Rules 2017 of Government of India (Ministry of Finance).</p>	<p>Will be as per applicable Government of India rules and subject to fulfillment of RFP criteria.</p>
20.	2.26 (33)	<p><b>Substitution of Key Personnel:</b> 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Financial Expert as the ranking of the Applicant is based on the evaluation of the Financial Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Financial Expert is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 2.26.2 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</p>	<p>Would request for relaxation in this criteria, in case of substitution because of employee leaving the firm.</p> <p>As per the current formulation of the clause, it is not clear if there will be a penalty for substitution of Financial Expert even when it results from personal incapacity or health reasons. The same may please be clarified.</p> <p>Further, we would like to submit that personnel may be unavailable due to reasons beyond the control of the Consultant. Imposing such penalties would amount to penalizing the Consultant for something not under their control. Thus it is proposed that for reasons beyond the control of the Consultant, no penalties be imposed.</p> <p>Also, the case of penal provisions for substitution of Financial Expert may please be clarified in an objective manner - whether the first substitution will be allowed - for health/incapacity or other reasons? Would first substitution for health reasons/incapacity also be penalized? If it is being stated that in addition</p>	<p>Please read this clause with Clause No. 4.4 of Schedule –II (Form of Agreement).</p>

		<p>better qualified and experienced personnel being provided to the satisfaction of the Authority. <b>Without prejudice to the foregoing, substitution of the Financial Expert shall only be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the total remuneration specified for the original Financial Expert who is proposed to be substituted.</b></p> <p><u>(E&amp;Y, requested to omit the bold part.)</u></p> <p>2.26.3 Notwithstanding Clauses 2.26.1 and 2.26.2, Applicants should specifically note that substitution of the Financial Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such Financial Expert who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement</p>	<p>to the penalty, the same to be considered a termination event?</p> <p>We request the authority to kindly modify the clause: Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration (Adapted from World Bank funded consultancy contracts).</p> <p>We request the Authority to kindly remove the 2.26.3 clause as this will lead to undue liability on the applicant firm. A case in point being resignation of the Financial expert. This is an event beyond the control of the company and will result in Applicant firm being unduly impacted.</p>	
21.	2.27 (33)	<p><b>Indemnity</b></p> <p>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.</p>	<p>Indemnity to the Authority should be limited to the value of the agreement and the Authority should also offer indemnity to the Consultant. The suggestion is in line with generally acceptable practices and ensures both parties are treated fairly and at par.</p> <p>We can agree to indemnify only for losses that arise from third party claims for intellectual property rights infringement. All direct claim to their third-</p>	<p>Please refer to clause 2.27 of the RFP which is self-explanatory.</p>

			<p>party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes. We would like to clarify that all our liabilities and indemnification obligations under the Agreement shall arise if such claims are attributable to our gross negligence or intentional misconduct.</p> <p>However, our policy does not allow indemnifying clients for losses arising from deficiency or in accuracy in services. Considering the nature of services, our team and client work closely, and the deliverable should contain no surprises. Further, there is already an acceptance criterion on agreed between the parties.</p> <p>We propose that the aggregate liability of our firm for any direct damages, including third party claims, be limited to one time the fees paid to us. Accordingly, we suggest deleting clause 3.4.4. We would also like to clarify that under no circumstances shall either party shall be liable to the other for any indirect, consequential, punitive, or other special damages.</p>	
22.	2.29 (34)	<p>Execution of Agreement</p> <p>After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.</p>	<p>We would like to seek clarification if we can propose changes to the legal terms of the RFP that shall form part of the Agreement.</p>	<p>Please refer to clause No. 2.29 of the RFP, which is self- explanatory.</p>
23.	3.1.3 (35-36)	<p><b>Scoring Criteria:</b></p>	<p>As per the scoring criteria given under the said clause, the experience of the key personnel is given 65% weightage whereas the relevant experience of the applicant is given only 35% weightage</p>	<p>Please refer to clause No. 3.1.3 of the RFP, which is self-explanatory.</p>

			<p>In reality and as per the contractual conditions it is the responsibility of the Applicant fulfil the requirement of assignment to the satisfaction of the Authority and the consortium members (entities) are jointly and severally responsible.</p> <p>Also due to unforeseen circumstances and reasons beyond the control of the entities, the resources may leave the organization during the midway of the assignment which requires the applicant to replace the resource with a equivalent one.</p> <p>Considering that the applicant has the precedence over the resources, we request you to kindly allot 60% weightage to the experience of the applicant and 40% to the key personnel.</p> <p>As per the scoring criteria given under the said clause, the experience of the key personnel is given 65% weightage whereas the relevant experience of the applicant is given only 35% weightage</p> <p>In reality and as per the contractual conditions it is the responsibility of the Applicant fulfil the requirement of assignment to the satisfaction of the Authority and the consortium members (entities) are jointly and severally responsible. Also due to unforeseen circumstances and reasons beyond the control of the entities, the resources may leave the organization during the midway of the assignment which requires the applicant to replace the resource with a equivalent one</p> <p>Considering that the applicant has the precedence over the resources, we request you to kindly allot</p>	
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			<p>60% weightage to the experience of the applicant and 40% to the key personnel.</p> <p>Also, Currently the evaluation is structured based on relative scoring. We feel that this is susceptible to variance in interpretation and we request you to consider absolute scoring methodology which will provide the required clarity to the bidders before submission of bid and submit a competitive and robust proposal</p> <p>We request the Authority to kindly alter the clause as below;</p> <p>Furtherance to the Conditions of the Eligible Assignments, 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, public or private 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 specific assignments USD</p> <p>a) Reality projects (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space, hotels and related</p>	
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			<p>projects) with assignment pertaining to economic master planning, commercialization and implementation support, strategic economic planning and transaction advisory, business planning, demand analysis, Portfolio Optimization/Optimal Product Mix and/or market/business development and the Project having an estimated capital cost (excluding land) of at least ₹300 crore (Rupees three hundred crore) in case of a project in India, and</p> <p>\$ 100 million (USD One Hundred Million) for projects undertaken elsewhere, for projects elsewhere. (The “Real Estate Project”).</p> <p>Currently the evaluation is structured based on relative scoring. We feel that this is susceptible to variance in interpretation and we request you to consider absolute scoring methodology which will provide the required clarity to the bidders before submission of bid and submit a competitive and robust proposal.</p>	
24.	3.1.3 (35-36)	<p><b>Evaluation of Technical Proposal:</b></p> <p><b>Scoring Criteria:</b></p> <p><b>Relevant Experience of Applicant:</b> #30% of the maximum marks shall be awarded for the number of Eligible/Specific Assignments undertaken by the Applicant firm. Out of remaining 70%, 15% shall be awarded for the comparative size and 15% for quality of</p>	<p>Relevant experience is a critical parameter to assess the suitability of the bidder for the assignment, which is reflected in the number, comparative size, and quality of the assignments under taken, by the bidder.</p> <p>Also, it is not clear how will ‘20% for experience’ be awarded.</p> <p><b><u>Hence, we kindly request that scores be divided in the following manner:</u></b> a) <b><u>15% for the number of</u></b></p>	Please refer to S. No. 7 of the corrigendum.

		<p>Eligible/Specific Assignments; 20% shall be awarded for overall turnover, 20% for experience.</p>	<p><b><u>Eligible/Specific Assignments undertaken by the Applicant firm</u></b>  <b>b) <u>15% for the annual turnover</u></b>  <b>c) <u>35% for the comparative size</u></b>  <b><u>35% for quality of Eligible/Specific Assignments.</u></b></p> <p>We request the Authority to kindly specify the maximum number of eligible/specific assignments that have to be showcased, as relative evaluation puts great emphasis on quantity of assignments rather than the quality of assignments.</p> <p>We request this section to be modified as there should be a clear marking scheme for relevant experience of the applicant. We request the scoring of the applicant to be made on the basis of exact quantifiable number of projects. For example:</p> <p>Eligible experience of the Applicant:  For each eligible experience of the applicant - 2 marks (Max 14 marks)</p> <p>Specific experience of the Applicant:  For each specific experience of the applicant in reality  - 2 marks (Max 6 marks)  For each specific experience of the applicant in sports  - 3 marks (Max 15 marks)</p> <p>We would also request you to consider experience of the applicant to have work experience with Central / State governments in India for sports advisory assignments. That experience would be directly</p>	
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			<p>relevant to this assignment. This could be included as a clause in eligible assignments.</p> <p>Request you to please provide clarity on the criterion "20% shall be awarded for overall turnover and "20% for experience"</p>	
25.	3.1.3 (35-36)	<p><b>Relevant Experience of Key Personnel:</b></p> <p>§30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible/Specific Assignments the respective Key Personnel has worked on. Out of the remaining 20% shall be awarded for comparative size and 20% for quality of Eligible/Specific Assignments; and 30% for experience.</p>	<p>Relevant experience of the Key Personnel is a critical parameter to assess the suitability of the Key Personnel for the assignment, which is reflected in the number, comparative size, and quality of the assignments undertaken.</p> <p>Also, it is not clear how will '30% for experience' be awarded.</p> <p><b><u>Hence, we kindly request that scores be divided in the following manner:</u></b></p> <p>a) <b><u>30% for the number of Eligible/Specific Assignments undertaken by the respective Key Personnel</u></b></p> <p>b) <b><u>35% for the comparative size</u></b>  <b><u>35% for quality of Eligible/Specific Assignments.</u></b></p> <p>We request the Authority to kindly specify the maximum number of eligible/specific assignments that have to be showcased, as relative evaluation puts great emphasis on quantity of assignments rather than the quality of assignments.</p> <p>We request the scoring for each key personnel to be made either on the basis of exact quantifiable number of projects such as above, or overall subjective</p>	Please refer to S. No. 7 of the corrigendum.

			scoring that will be determined by projects, education, and overall experience rather than only projects. It is also suggested that each profile is interviewed via a technical presentation before scoring.	
26.	3.1.3 (36)	While awarding marks for the number of Eligible/Specific Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible/Specific Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible/Specific Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible/Specific Assignments for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/ Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible/Specific Assignments on a proportionate basis. However, for assigning scores in respect of the size of Eligible/Specific Assignments, all Eligible/Specific Assignments of the	<p>Since we are looking at qualitative applicants and personnel, and not quantitative, it is requested to keep completely objective scoring on eligible/specific assignments, and keep a technical presentation for evaluation of understanding of approach and methodology. Again, for key personnel, it is recommended to keep it on basis of CV as well as live interview during a technical presentation.</p> <p>Meeting minimum eligibility criteria should be achieving 50% of total possible score as per regular norms. Hence, requesting to keep score of meeting minimum criteria as 50% and over and above that room for another 50% basis recommendations.</p> <p>For evaluation of Eligible/ Specific Assignments of Key Personnel, it is suggested that only the size (i.e., project cost) of the project be considered and professional fee criterion (Clause 3.1.6) be waived off.</p> <p>As individuals may not be able to provide accurate information with respect to profession fees for projects executed with their previous organisations, this will ensure that no inaccurate/ unverified information is submitted by a Bidder.</p>	Please refer to clause No. 3.1.3 of the RFP which is self-explanatory.

		Applicant/ Key Personnel shall be considered.		
27.	3.1.4 (36-37)	<p><b>Eligible Assignment:</b> 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 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 “<b>Eligible Assignments</b>”):</p>	Request the Authority to kindly include projects undertaken for private entities.	Please refer to clause No. 3.1.4 of the RFP which is self-explanatory.
28.	3.1.4 (36-37)	<p><b>Eligible Assignments:</b></p> <p>(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 ₹1500 crore (Rupees fifteen hundred crore) in case of a project in India, and \$ 750 million (USD Seven Hundred Fifty Million) for infrastructure projects undertaken elsewhere through PPP or other forms of</p>	<p>We request the authority to kindly amend this requirement as follows:</p> <p>(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 ₹500 crore (Rupees five hundred crore) in case of a project in India, and \$ 250 million (USD Two Hundred Fifty Million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “<b>PPP Projects</b>”), for projects elsewhere.</p>	Please refer to clause No. 3.1.4 of the RFP which is self-explanatory.

		<p>private participation (the “<b>PPP Projects</b>”), for projects elsewhere.</p>	<p>Or,  Reality projects (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space or other buildings , and hotels) with assignment pertaining to economic master planning, commercialization and implementation support, strategic economic planning and transaction advisory, business planning, demand analysis, supervision &amp; quality control, Portfolio Optimization/Optimal Product Mix and/or market/business development and the Project having an estimated capital cost (excluding land) of at least ₹200 crore (Rupees one thousand crore) in case of a project in India, and \$ 100 million (USD Five Hundred Million) for projects undertaken elsewhere, for projects elsewhere. (the “Real Estate Project”)  Or,  A Sports infrastructure and Sports facilities project having an estimated capital cost (excluding land) of at least ₹50 crore (Rupees fifty crore) in case of a project in India, and \$ 50 million (USD Fifty Million) for projects elsewhere. (The “<b>Sports Projects</b>”).</p> <p>Request the Authority change the estimated capital cost (excluding land) of at least INR 1500 crore to INR 750 Crore</p> <p>Request the Authority to kindly clarify if Urban Transportation project can be considered in this clause.</p> <p>We request the Authority to kindly alter the clause as below;</p> <p>For the purposes of satisfying the Conditions of</p>	
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			<p>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 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”):</p> <p>(a) an infrastructure e project undertaken through h Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least INR 300 crore (Rupees three hundred crore) in case of a project in India, and \$ 150 million (USD One Hundred Fifty Million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “PPP Projects”),for projects elsewhere.</p> <p>(b) Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.</p> <p>As per our understanding, there are various types of relevant projects with similar structure and complexities. However, the capital cost varies considerably across sectors.</p> <p>We understand that the experience of the Transaction Adviser (TA) with respect to a large range of relevant projects shall add value to the assignment and help the TA to bring in good practices and learnings from other sectors. Therefore, we request the Authority to kindly relax the criteria as below:</p>	
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			<p><i>“(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 ₹750 crore (Rupees Seven hundred Fifty crore) in case of a project in India, and \$ 300 million (USD Three Hundred Million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “PPP Projects”), for projects elsewhere.”</i></p> <p>We request the authority to modify the clause as follows:</p> <p>An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of <b>at least ₹1000 crore</b> (Rupees fifteen hundred crore) in case of a project in India, and <b>\$ 500 million</b> (USD Seven Hundred Fifty Million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “PPP Projects”), for projects elsewhere.</p> <p>We suggest the clause to be changed as follows:</p> <p>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 revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions,</p>	
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			<p>as the case may be, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(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 <b>₹300 crore</b> (Rupees three hundred crore) in case of a project in India ,and <b>\$ 150 million</b> (USD One Hundred Fifty Million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “PPP Projects”), for projects elsewhere.</p> <p>The project cost criteria for PPP Projects (Rs. 1,500 crores) is too restrictive and will only cover large transport PPP projects. The same may be reduced to Rs 750 crores to enable more competition.</p> <p><b>Most successful PPP projects in the country will have size (of core components / mandatory components) as less than INR 1000 Cr. We request the Authority to kindly modify the clause.</b></p> <p>(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 <b>₹1000 crore (Rupees One Thousand Crores) in case of a project in India, and \$ 500 million (USD Five hundred Million)</b> for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “PPP Projects”), for projects elsewhere</p>	
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29.	3.1.4 (36-37)	<p><b>Eligible Assignments:</b></p> <p>(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 ₹250 crore (Rupees two hundred fifty crore) for such transfer (the “Disinvestment Projects”), for projects elsewhere.</p>	<p>We would like to highlight that under the Scope of Work for the project there is no change in the ownership of the asset. Furthermore, there is also no requirement for dilution of ownership. Therefore, the requirement of bidders having undertaken assignments of privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity do not resonate with the work which has to be executed or the assignment t and hence does not add value towards the evaluation of bidders. We request the Authority to kindly, eradicate this requirement from the Evaluation Criteria.</p> <p>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 atleast ₹50 crore (Rupees fifty crore) for such transfer (the “Disinvestment Projects”), for projects elsewhere.</p>	Please refer to clause No. 3.1.4 of the RFP which is self-explanatory.
30.	3.1.4 (36-37)	<p><b>Eligible Assignments</b></p> <p>(c) :Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.</p>	<p>We request the authority to kindly drop this condition since assignments based on same Model Concession Agreement and awarded by the same public entity have different financial models and different project cost.</p>	Please refer to clause No. 3.1.4 of the RFP which is self-explanatory.

			<p>Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.</p> <p>This appears to be too restrictive a condition, as it means in essence that the transaction advisor it to be an expert in at-least 10 different PPP sectors, and should have undertaken at-least one project of more than 1000 crore in each of these, in order to meet the minimum number of 10 Eligible Assignments. This condition may be relaxed, in place of this there may be a limit on number of assignments from same sector, say, not more than 3 assignments from one sector.</p> <p>Please confirm if separate transaction advisory projects undertaken during a PMU engagement will be counted as separate assignments. Each of these projects involved separate feasibility study &amp; separate bid process but have been validated by the Client as a single completion certificate to us.</p>	
31.	3.1.5 (37-38)	<p><b>Specific Assignments:</b></p> <p>(a) Reality projects (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space, and hotels) with assignment pertaining to economic master planning, commercialization and implementation support, strategic economic planning and transaction advisory, business planning, demand analysis, Portfolio Optimization/Optimal Product Mix and/or market/ business</p>	<p>Request the Authority change the estimated capital cost (excluding land) of at least INR 1000 crore to INR 500 Crore.</p> <p>We request the Authority to kindly alter the clause as below;</p> <p>Furtherance to the Conditions of the Eligible Assignments, 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</p>	Please refer to clause No. 3.1.5 of the RFP which is self-explanatory.

		<p>development and the Project having an estimated capital cost (excluding land) of at least ₹1000 crore (Rupees one thousand crore) in case of a project in India, and \$ 500 million (USD Five Hundred Million) for projects undertaken elsewhere, for projects elsewhere. (the “<b>Real Estate Project</b>”)</p>	<p>commission, tribunal, multilateral agencies, statutory authority, public or private 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 specific assignments USD</p> <p>a) Reality projects (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space, hotels and related projects) with assignment pertaining to economic master planning, commercialization and implementation support, strategic economic planning and transaction advisory, business planning ,demand analysis, Portfolio Optimization/Optimal Product Mix and/or market/ business development and the Project having an estimated capital cost (excluding land)of at least ₹300 crore (Rupees three hundred crore) in case of a project in India, and \$ 100 million (USD One Hundred Million) for projects undertaken elsewhere, for projects elsewhere. (The “Real Estate Project”).</p> <p>We understand that the experience of the Transaction Advisor in real estate segment shall be relevant for the subject assignment. However, we are of the opinion that within the real estate segment, many projects/transactions of much lower capital costs shall also be relevant to the subject assignment due to similar complexities. Therefore, we request the Authority to kindly relax the criteria as below:</p> <p>“a) Reality projects (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space, and hotels) with assignment pertaining to economic master planning, commercialization and implementation</p>	
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			<p>support, strategic economic planning and transaction advisory, business planning, demand analysis, Portfolio Optimization/Optimal Product Mix and/or market/ business development and the Project having an estimated capital cost (excluding land) of at least ₹500 crore (Rupees five hundred crore) in case of a project in India, and \$ 250 million (USD Two Hundred Fifty Million) for projects undertaken elsewhere, for projects elsewhere. (The “Real Estate Project”).</p> <p>Was there a preliminary evaluation done for successful transactions of sports facilities in the Indian market? How did we come up with project cost figures for similar assignments in sports?</p> <p>We suggest the clause to be changed as follows:</p> <p>Furtherance to the Conditions of the Eligible Assignments, 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, public or private 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 specific assignments USD</p> <p>a) Reality projects (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space, hotels and related projects) with assignment pertaining to economic master planning, commercialization and implementation support, strategic economic</p>	
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			<p>planning and transaction advisory, business planning, demand analysis, Portfolio Optimization/Optimal Product Mix and/or market/business development and the Project having an estimated capital cost (excluding land) of at least ₹300 crore (Rupees three hundred crore) in case of a project in India, and \$ 100 million (USD One Hundred Million) for projects undertaken elsewhere, for projects elsewhere. (The “Real Estate Project”).</p> <p>We understand that for Sports Projects under Specific Assignments. Consultancy assignments covering feasibility study, business plan, concept planning, employer requirements, design review etc. would quality</p> <p>Please confirm.</p> <p>Real Estate development in projects with capital cost (excluding land) of at least Rs. 1,000 crore is generally seen in case of Ports, Industrial parks and Airport linked commercial developments.</p> <p>We request the Authority to kindly confirm if those will be considered as ‘Real Estate Projects’ as part of ‘Specific Assignments’.</p>	
32.	3.1.5 (37-38)	<p><b>Specific Assignment:</b> A Sports infrastructure and Sports facilities project having an estimated capital cost (excluding land) of at least ₹50 crore (Rupees fifty crore) in case of a project in India, and \$ 50 million (USD</p>	<p>We understand that many of the projects pertaining to sports facilities, especially the ones that have happened through private participation, are not very large sized in terms of capital costs. However, such projects shall be highly relevant for the subject assignment. Therefore, we request the Authority to</p>	<p>Please refer to clause No. 3.1.5 of the RFP which is self-explanatory.</p>

		<p>Fifty Million) for projects elsewhere. (The “Sports Projects”).</p>	<p>kindly relax the capital cost criteria of this category, as given below:</p> <p>“b) A Sports infrastructure and Sports facilities project having an estimated capital cost (excluding land) of at least ₹50 crore (Rupees fifty crore) in case of a project in India, and \$ 10 million (USD Ten Million) for projects elsewhere. (The “Sports Projects”).”</p> <p>A Sports infrastructure and Sports facilities project having an estimated capital cost (excluding land) of at least ₹50 crore (Rupees fifty crore) in case of a project in India, and \$ <b>25 million</b> (USD Twenty Five Million) for projects elsewhere. (The “Sports Projects”).</p> <p>The estimated cost of the project as per Pre-feasibility report is about 8000 cr which is expected to have a significant sports component. As per this clause, a 50 cr project in India would qualify and considering this threshold, a multi-sport indoor stadium would also qualify which may not be coherent with the redevelopment of JLN Stadium which is primarily a FIFA compliant football venue. Also, as per the objectives, when redeveloped, the JLN stadium should meet requirement of grassroots to international competitions such as Olympics. Hence, we request you to :</p> <p>(1) Kindly revise the threshold project cost to at least Rs 250 crore in India, USD 100 million elsewhere</p>	
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			<p>(2) The Projects with football stadiums and other multisport facilities should have higher weightage</p> <p>(3) The consulting assignments for redevelopment of stadiums and multisport complexes should have higher weightage</p>	
33.	3.1.6 (38)	<p>The Applicant firm claiming credit for the Eligible/Specific assignment should have, prior to PDD, received professional fees of at least ₹1.0 crore (Rupees One Crore) in case of each project in India, and of at least \$ 500,000 (USD Five Hundred Thousand) for each project elsewhere, for the respective assignment. Where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. Ongoing consulting assignments can also be submitted with details of progress supported by suitable documents. Assignments completed up to 80 percent or more shall only be considered for evaluation but marks awarded for such assignments shall only be up to 80 percent of maximum marks. The Applicant shall provide a proof that the assignment is completed up to 80 percent through copy of invoice or payment received till date (to be certified by the Applicant's Statutory Auditor or Chartered Accountants) or through certificate from the respective client(s).</p>	<p>We request the authority to kindly drop this condition "The Applicant firm claiming credit for the Eligible/Specific assignment should have, prior to PDD, received professional fees of at least Rs.1.0 crore (Rupees One Crore) in case of each project in India, and of at least \$ 500,000 (USD Five Hundred Thousand) for each project elsewhere, for the respective assignment."</p> <p>1. Many of prestigious assignments have been undertaken for with Success Fee. While the professional fee has been nominal, the success fee for such projects is high. Therefore, we request the Authority to kindly omit this clause.</p> <p>2. Since the completion certificates for projects undertaken in previous organizations by the key personnel cannot be furnished, due to Compliance issues. Therefore, request the Authority to kindly omit this clause (Where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD).</p> <p>3. Request the Authority to kindly modify the 80 percent project completion threshold to 50 percent completion.</p>	Please refer to S. No. 8 of the corrigendum.

			<p>Typically, projects eligible for evaluation should be similar to the current project in terms of scale and size.</p> <p>Also, the fee received for the project is an indicator of the scope and scale of the project.</p> <p>Hence, we request that the minimum professional fees received for Eligible/specific assignments should be increased to <b><u>₹5.0 crore (Rupees Three Crore)</u></b> in case of each project in India, and of <b><u>atleast \$1.5 million (USD One Million)</u></b> for each project elsewhere, for the respective assignment.</p> <p>Only a limited number of sports projects have been undertaken by the public sector and in recent times, private sector has become significantly responsible in providing impetus to Sport Projects. Additionally, we would like to highlight that Sports facilities are cyclic and seasonal in nature. The facilities are also capital intensive and in order to cross subsidize the cost, Sports projects are supported by key real estate components.</p> <p>The fee of consultants for the fore mentioned type of projects typically ranges from anywhere between 20- 25 Lakhs. We therefor request the Authority to kindly allow bidders to showcase projects across categories where fee received by consultants in between INR 20-25 Lakhs.</p> <p>As per our understanding, the scope of transaction advisory assignments may range from technical and financial feasibility analysis to bid process management. Many transaction advisory engagements that do not have detailed techno-</p>	
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			<p>commercial feasibility studies or other relevant components (due to prior studies) are of lower value.</p> <p>Therefore, we understand that the current criteria regarding the professional fee of 1 Crore shall restrict transaction advisory projects that are relevant to the current assignment. Therefore, we request the Authority to kindly relax the professional fee requirement to at least 50 Lakh INR and 250,000 USD (for international assignments), modifying the clause as given below:</p> <p><i>“3.1.6 The Applicant firm claiming credit for the Eligible/Specific assignment should have, prior to PDD, received professional fees of at least ₹50 lakh (Rupees Fifty Lakh) in case of each project in India, and of at least \$ 250,000 (USD Two Hundred Fifty Thousand) for each project elsewhere, for the respective assignment.”</i></p> <p>There are very limited number of projects where the fees have been greater than INR 1 crore / USD 500,000. We request the Authority to remove the criteria of at least INR 1 crore/USD 500,000 as professional fees.</p> <p>We request the authority to kindly clarify the below mentioned points: Credit claimed by Applicant firm for the Eligible/specific assignments: We request the Authority to allow for projects for which work greater than 50% has been achieved.</p>	
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			<p>We request the authority to kindly clarify the below mentioned points: Credit claimed by a Key Personnel: Is the key professional eligible to claim the credit for the assignments which are having professional fees received less than INR 1 crore (If the fee threshold is removed then this query to be read in light of changed criteria)</p> <p>Also, we request the authority to kindly clarify the below mentioned points:</p> <ol style="list-style-type: none"> <li>1. Credit claimed by Applicant firm for the Eligible/specific assignments: Is the applicant firm eligible to claim the credit of the assignment completed more than 80%.</li> <li>2. Credit claimed by a Key Personnel: Is the key professional eligible to claim the credit for the assignments which are having professional fees received less than INR 1 crore.</li> </ol> <p>Also, In International projects, the practice of submitting Proofs of projects is not prevalent. Hence request the authority to waive the requirement of submission of proofs for international projects.</p> <p>Instead a self-declaration by the bidding firm be allowed.</p> <p>Given that sports advisory and consulting projects in India are scarce, and even when available, the fee is not very large, this clause may be a deterrent to fair competition. Additionally, since financial advisory and transaction advisory in sports in more recent times have picked up, we request that ongoing projects be considered (without the 80% completion clause) since most similar projects of recent times are still ongoing and relevant. The clause of receiving</p>	
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			<p>fees should be removed and a work order / engagement letter / agreement should suffice for each project. If the clause cannot be removed altogether, it should definitely be lowered to a realistic amount of ₹25 lakhs for all projects.</p> <p>The criteria for professional fee received (Rs 1 crore) is too restrictive. We request you to reduce the fee criteria to Rs 40 lakh as such a figure would correspond to a high value PPP advisory assignment in India. The figure for international assignments may also be suitably modified.</p> <p>The fee of Rs. 1 crore for India and \$ 50,000 for projects outside India is too huge for real estate and especially for sports assignment for advisory and transaction services. These cannot be treated at par with large PPP projects where fee is higher as per market norms. This will restrict and prevent many relevant projects similar to JLNN to be disqualified.</p> <p>While minimum project size for Sports projects is 50 crore in India and \$50 million elsewhere, the fee charged as per market norms for these projects will not be in the range of Rs 1 crore or \$ 500,000 as specified in the said clause. We request the stipulation of minimum fee should be as per market standards.</p> <p>We request you to kindly change the minimum requirement of Fee for Sports Projects 20 lakh for India and \$75,000 for outside India. This will make the requirement proportionate and coherent to the Project size of 50 crore or \$50 Million.</p>	
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			<p>We also request you to kindly modify the minimum requirement of Fee for Real Estate Projects to Rs 50 lacs for India and \$100,000 outside India.</p> <p>This will increase opportunities to bid for entities with relevant experience.</p> <p>The fee of 1 cr for India and \$500,000 for projects outside India is too huge for real estate and especially for sports assignment for advisory and transaction services. These cannot be treated at par with large PPP projects where fee is higher as per market norms. This will restrict and prevent many relevant and projects similar to JLN to be disqualified</p> <p>While minimum project size for Sports projects in 50 cr in India and \$50 million elsewhere, the fee charged as per market norms for these projects will not be in the range of Rs 1 crore or \$ 500,000 as specified in the said clause. We request the stipulation of minimum fee should be as per market standards.</p> <p>We request you to kindly change the minimum requirement of Fee for Sports Projects 20 lacs for India and \$75,000 for outside India. This will make the requirement proportionate and coherent to the Project size of 50 cr or \$50 Million</p> <p>We also request you to kindly modify the minimum requirement of Fee for Real Estate Projects to Rs 50 lacs for India and \$100,000 outside India</p> <p>This will increase opportunities to bid for entities</p>	
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			<p>with relevant experience</p> <p>The engagement fee for consultancy engagements for Transaction advisory typically ranges between INR20-50lakhs. Considering the industry size, request you to please lower the criterion with respect to professional fee of INR 1.0 crore to INR 25 to 30 Lakhs for projects in India.</p> <p>Furthermore, professional fee of USD 500,000 for global projects is very high. Request you to please reduce the criteria USD 50,000-75,000.</p> <p>Also, considering that PPP transaction is complete when the LOA to the concessionaire is awarded. While the transactions are complete, the support for implementation remains on-going for infra projects, as the lead time for development ranges between 3-7yrs. It is requested that Transaction Advisory Projects where the LOA has been awarded to the concessionaire be considered as complete and not-on going.</p> <p>Also, as large infrastructure projects are long term projects and so is the tenure of the consultancy service for such projects. Request to consider LOA as a proof of contract value / professional fee.</p> <p>Would request to reduce the professional fee criteria to INR 20 lacs for real estate and sports projects given the nature of fee commanded for real estate advisory projects.</p> <p>We request the Authority to modify this clause. In case of Eligible Assignments &amp; Specific Assignment, we request to reduce the threshold fee</p>	
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			received to INR 25 Lac in each project.	
34.	1.2 to 1.6 of Schedule I (Terms of Reference) (48)	<p>1.2 For this the Transaction Advisor is expected to undertake various activities including but not limited to business and market potential study, real-estate portfolio optimization/ optimal product mix, appraisal of the Project, reviewing the pre-feasibility report, developing a Revenue Model, assistance in obtaining upfront requisite clearances and approvals, preparing the Concession Agreement and Bid Documents for the Project (collectively the “Consultancy”). The Terms of Reference (the “TOR”) and the scope of the Consultancy for this assignment are specified below.</p> <p>1.3 The Consultant shall be responsible for preparing the relevant Schedules of the Concession Agreement and for bringing out any special feature or requirement of the Project referred to in the Concession Agreement or the Manual.</p> <p>1.4 The Consultant shall assist the Authority and its Technical Consultant and the Legal Adviser by furnishing clarifications as required for the</p>	<p>We understand that based on the demand assessment and market potential study, the Consultant has to derive the product mix, revenue model, operation and management model etc. This report upon approval from the Authority will be the input for the Technical Consultant to undertake master plan and concept designs and cost estimates. Also the Consultant is free to suggest alternate models than the one proposed in the pre-feasibility report</p> <p>Please confirm</p>	Please read RFP clause No. 3 (Scope of Services) of Schedule-I (Terms of Reference).

		<p>structuring, documentation and award of the Project.</p> <p>1.5 The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial aspects arising from the Bid Documents.</p> <p>1.6 The Consultant shall make available the Financial Expert and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advise on and assist the Authority in the diverse commercial issues that may arise from time to time.</p>		
35.	3.1 of Schedule I (Terms of Reference) (49)	(v) the Consultant shall carry out market surveys to prepare a reasonable estimation of the likely revenues of the Concessionaire from Facility Management (the "Facility Revenues") and from commercial development excluding Facility Management (the "Commercial Revenues"). It shall propose of various possible alternatives for revenue maximization and preparation of a detailed financial and revenue model for the Project;	Please clarify what is expected out of Market Surveys whether it's meant to cover market research for the various revenue streams pertaining to the project or else would they incorporate detailed customer survey conducted by Market Research Agencies?	Please refer to RFP clause No. 3.1 of Schedule I (Terms of Reference) which is self-explanatory.
36.	3.1 of Schedule I (Terms of Reference)	(vii) identification and quantification of estimated financial impact of the Project on government resources;	Request you to please elaborate what is meant by financial impact on government resources?	Please refer to clause No. 3.1 of Schedule-I (Terms of Reference), which is self-explanatory.

	(50)			
37.	3.3 of Schedule I (Terms of Reference)  (51)	<p>Compilation and analysis of Data</p> <p>The Consultant shall, based on available information, compile and analyse the financial and commercial data relating to the Project and prepare a revenue and expenditure statement, on commercial accounting principles, for three financial years preceding the Consultancy. The expenditure statement shall include expenses on staff, material, contractual payments, etc.</p>	Request you to please elaborate on the same. Does it refer to the historical 3-year P&L for the stadium?	Please refer to clause No. 3.3 of Schedule-I (Terms of Reference), which is self-explanatory.
38.	3.4 of Schedule I (Terms of Reference )  (51)	<p>Review of costs</p> <p>Project Feasibility Report, along with the Concession Agreement will indicate the nature and extent of infrastructure, facilities and services to be provided by the Concessionaire. The Consultant shall review and comment on the cost estimates contained in the Project Feasibility Report. It shall ensure that appropriate provisions have been made for physical and price contingencies, financing costs, interest during construction, etc. The Consultant shall also make a broad assessment of Operation and Maintenance (O&amp;M) expenses to be incurred by the Concessionaire during the entire Concession period and recommend standards and specifications for</p>	Does the term "Project Feasibility Report" refer to the feasibility report prepared by E&Y. If so, when was the report being prepared?	Please refer to clause No. 3.4 of Schedule-I (Terms of Reference), which is self-explanatory.

		maintaining the Project facilities, including but not limited to the Sports facilities.		
<b>39.</b>	<b>4 of Schedule I (Terms of Reference) (54-55)</b>	<p>Deliverables</p> <p>In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 10 (ten) hard copies and 3 (three) soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:</p> <p>A. Inception Report</p> <p>On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “Inception Report”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding the RFP and the objective of the Consultancy, the methodology to be followed, the Work Plan and the schedule for submission of sub-activities etc. It shall also comprise of the recommendation for the Authority to</p>	<p>The deliverables listed do not reflect the reports to be submitted by the Consultant after under taking benchmarking, demand assessment, market potential, feasible development models, operation &amp; management models, optimization of utilization and monetization of sports facilities etc. For this the Consultant has to undertake extensive study and propose viable models such that the Project attracts private investment</p> <p>We request you kindly detail out the Deliverables accordingly</p>	<p>Please refer to clause No. 4 of Schedule-I (Terms of Reference), which is self-explanatory.</p>

		<p>maximize the Revenue potential of the Project. Within a period of six weeks of the submission of the Inception Report, the Consultant shall submit a Supplementary Inception Report.</p> <p>B. Assistance in the selection of Technical and Legal Advisers</p> <p>C. Revenue Model (Refer Paragraph 3.8) and Draft Appraisal Report</p> <p>D. Appraisal Report (Refer Paragraph 3.9)</p> <p>E. Assistance in preparation of RFQ, RFP and Concession Agreement (Refer Paragraphs 3.11 &amp; 3.12)</p> <p>F. Assistance in Obtaining Upfront Approvals &amp; Clearances (Refer Paragraphs 3.10)</p> <p>G. Assistance in Bidding Process (Refer Paragraph 3.13 &amp; 3.14).</p>		
40.	5.2 of Schedule I (Terms of Reference) (55-56)	<p>The schedule for completing the Deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (the “Key Dates” or “KD”). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:</p>	<p>While we agree with the intent that some payment should be linked to a successful outcome, the current wording of the deliverables may be interpreted to imply that most of the deliverables are payable on completion (For example, KD3). Currently, 90% of the payment seems to be linked to the completion of the transaction.</p>	<p>Please refer to S.No. 9 of the corrigendum.</p>

Key Date No.	Description of Deliverables	Payment	Hence, we request you to make the deliverables & milestones clear and link the last payment to successful completion. Kindly consider the following:
KD1	Inception Report & Assistance in the Selection of Technical and Legal Adviser	--	
KD2	Draft Revenue Model and Draft Appraisal Report	10%	
KD3	Drafting of RFQ document and conducting RFQ process till appointment of Potential Investors	15%	
KD4	Final Revenue Model and the Appraisal Report	10%	
KD5	Finalising the RFP and Concession Agreement	15%	
KD6	Assistance in Obtaining Upfront Approvals & Clearances	15%	
KD7	Assistance in conducting the Bid Process	15%	
KD8	Completion of Services including	20%	

			assistance during Bid Process				
			Total	100			
		No.	Description of Deliverables	Week No	Payment		
		KD1	Inception Report & Assistance in the Selection of Technical and Legal Adviser	3	<b>15%</b>		
		KD2	Draft Revenue Model and Draft Appraisal Report	8	10%		
		KD3	<b><u>Draft RFQ Documents (including qualification &amp; evaluation criteria)</u></b>	10	15%		
		KD4	Revenue Model and the Appraisal Report	12*	10%		
		KD5	RFP and Concession Agreement ( <b><u>ready to launch condition</u></b> )	12	15%		
		KD6	<b><u>Information Memorandum, Marketing Collateral land stakeholder consultations</u></b>	24	15%		
		KD7	Completion of Services including assistance during Bid Process	53	20%		
			Total		100		
		Payment for KD1 is Nil, we recommend this to be 10% as this deliverable is resource intensive and					

			<p>KD8, i.e. Completion of Services including assistance during Bid Process to be reduced from 20% to 10%.</p> <p>We request to modify the time and payment schedule.</p> <table border="1"> <thead> <tr> <th>Key Date No.</th> <th>Description of Deliverables</th> <th>Week No</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>KD1</td> <td>Inception  Report &amp;  Assistance in  the Selection  of Technical  and Legal  Adviser</td> <td>3</td> <td>10%</td> </tr> <tr> <td>KD2</td> <td>Draft Revenue  Model and  Draft  Appraisal  Report</td> <td>8</td> <td>10%</td> </tr> </tbody> </table>	Key Date No.	Description of Deliverables	Week No	Payment	KD1	Inception  Report &  Assistance in  the Selection  of Technical  and Legal  Adviser	3	10%	KD2	Draft Revenue  Model and  Draft  Appraisal  Report	8	10%	
Key Date No.	Description of Deliverables	Week No	Payment													
KD1	Inception  Report &  Assistance in  the Selection  of Technical  and Legal  Adviser	3	10%													
KD2	Draft Revenue  Model and  Draft  Appraisal  Report	8	10%													

			KD3	Drafting of RFQ document and conducting RFQ process till appointment of Potential Investors	10	15%		
			KD4	Final Revenue Model and the Appraisal Report	12	10%		
			KD5	Finalizing the RFP and Concession Agreement	12	15%		
			KD6	Assistance in Obtaining	20	15%		

				Upfront Approvals & Clearances		
			KD7	Assistance in conducting the Bid Process	24	15%
			KD8	Completion of Services including assistance during Bid Process	52	10%
				Total		100 %
			<p>Payment for KD1 is Nil, we recommend this to be 10% and KD8, i.e. Completion of Services including assistance during Bid Process to be reduced from 20% to 10%.</p>			

			<p>The timeline for submission of Draft Revenue model and Appraisal Report is 8 Weeks. Would request for an extension of the said timeline to 12 Weeks.</p> <p>We request the Authority to consider a 10% fee payment as mobilization advance/Inception Payment to the selected Consultant.</p> <p>Since, the consultant needs to expend on resources for developing the inception report and had to mobilize the team for successful engagement, we request the authority to modify the clause as below:</p> <table border="1" data-bbox="987 671 1491 1396"> <thead> <tr> <th data-bbox="987 671 1111 858"><b>Key Date No.</b></th> <th data-bbox="1111 671 1301 858"><b>Description of Deliverables</b></th> <th data-bbox="1301 671 1406 858"><b>Week No</b></th> <th data-bbox="1406 671 1491 858"><b>Payment</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="987 858 1111 959"></td> <td data-bbox="1111 858 1301 959">Contract signing</td> <td data-bbox="1301 858 1406 959"></td> <td data-bbox="1406 858 1491 959">10%</td> </tr> <tr> <td data-bbox="987 959 1111 1396">KD1</td> <td data-bbox="1111 959 1301 1396">Inception Report &amp; Assistance in the Selection of Technical and Legal Adviser</td> <td data-bbox="1301 959 1406 1396">3</td> <td data-bbox="1406 959 1491 1396">10%</td> </tr> </tbody> </table>	<b>Key Date No.</b>	<b>Description of Deliverables</b>	<b>Week No</b>	<b>Payment</b>		Contract signing		10%	KD1	Inception Report & Assistance in the Selection of Technical and Legal Adviser	3	10%	
<b>Key Date No.</b>	<b>Description of Deliverables</b>	<b>Week No</b>	<b>Payment</b>													
	Contract signing		10%													
KD1	Inception Report & Assistance in the Selection of Technical and Legal Adviser	3	10%													

			KD2	Draft Revenue Model and Draft Appraisal Report	8	10%		
			KD3	Drafting of RFQ document and conducting RFQ process till appointment of Potential Investors	10	15%		
			KD4	Final Revenue Model and the Appraisal Report	12	10%		
			KD5	Finalizing the	12	15%		

				RFP and Concession Agreement			
			KD6	Assistance in Obtaining Upfront Approvals & Clearances	20	15%	
			KD7	Assistance in conducting the Bid Process	24	10%	
			KD8	Completion of Services including assistance during Bid Process	52	5%	
				Total		100	

41.	<p><b>5.4 of Schedule I (Terms of Reference )</b></p> <p><b>(56-57)</b></p>	<p>The Deliverables and maximum payable man hours for completing each of the Deliverables shall be as specified below:</p> <table border="1" data-bbox="533 497 925 1289"> <thead> <tr> <th data-bbox="533 497 674 571">Deliverable</th> <th data-bbox="674 497 925 571">Maximum Man Hours</th> </tr> </thead> <tbody> <tr> <td data-bbox="533 571 674 703">KD1</td> <td data-bbox="674 571 925 703">Lower of 20 or actual</td> </tr> <tr> <td data-bbox="533 703 674 783">KD2</td> <td data-bbox="674 703 925 783">Lower of 40 or actual</td> </tr> <tr> <td data-bbox="533 783 674 863">KD3</td> <td data-bbox="674 783 925 863">Lower of 60 or actuals</td> </tr> <tr> <td data-bbox="533 863 674 943">KD4</td> <td data-bbox="674 863 925 943">Lower of 60 or actuals</td> </tr> <tr> <td data-bbox="533 943 674 1023">KD5</td> <td data-bbox="674 943 925 1023">Lower of 60 or actuals</td> </tr> <tr> <td data-bbox="533 1023 674 1102">KD6</td> <td data-bbox="674 1023 925 1102">Lower of 80 or actuals</td> </tr> <tr> <td data-bbox="533 1102 674 1182">KD7</td> <td data-bbox="674 1102 925 1182">Lower of 80 or actuals</td> </tr> <tr> <td data-bbox="533 1182 674 1262">KD8</td> <td data-bbox="674 1182 925 1262">Lower of 100 or actuals</td> </tr> <tr> <td data-bbox="533 1262 674 1289"><b>500</b></td> <td data-bbox="674 1262 925 1289"></td> </tr> </tbody> </table>	Deliverable	Maximum Man Hours	KD1	Lower of 20 or actual	KD2	Lower of 40 or actual	KD3	Lower of 60 or actuals	KD4	Lower of 60 or actuals	KD5	Lower of 60 or actuals	KD6	Lower of 80 or actuals	KD7	Lower of 80 or actuals	KD8	Lower of 100 or actuals	<b>500</b>		<p>We would like to highlight that basing the deliverable schedule on man hours puts no time line on the duration of the assignment. Additionally, it is challenging for consultants assess costs based on man hours towards a large-scale project as this one.</p> <p>Therefore, we request the Authority to kindly base the deliverables on weeks/ months which have to be dedicated to the assignment.</p> <p>We request the Authority to delete this clause.</p> <p>The maximum payable man hours as outlined in the RFP for the respective stages seems understated. Request you to please reconsider the man hours stated in the RFP or remove the condition. Additionally, request you to please provide clarity on the total number of resources deployed. Is there a cap on that as well?</p>	<p>Please refer to Clause 5.4 of Schedule –I (Terms of Reference).</p>
Deliverable	Maximum Man Hours																							
KD1	Lower of 20 or actual																							
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<b>500</b>																								

42.	<b>5.3 of Schedule I (Terms of Reference)</b>  <b>(56)</b>	<p>Payment for the Services shall be based on actual number of man hours of the Team Leader deployed by the Consultant, but always subject to the maximum hours specified in Paragraph 5.4. Save and except as provided herein, no separate payment shall be made for the costs relating to the Associate Consultant. The payments relating to the Sector Expert and supporting staff deployed by the Consultant shall be subject to actuals based on man hours expended and further limited to the specified percentage of payment for the Team Leader. However, the Consultant may, in its discretion, substitute a man hour of the Team Leader by 3 (three) man hours of an Associate Consultant, subject always to the condition that the Team Leader shall himself expend on this Consultancy no less than one half of the man hours specified for each Deliverable in Paragraph 5.4. No bills shall be submitted by the Consultant for payment by the Authority if the amount attributed to the man hours expended by the Associate Consultant is more than one-half of the total amounts due and payable in the respective bill for hours expended by the Team Leader. Reimbursement of expenses relating to travel for participating in meetings and conferences or for other Additional Costs shall be made in accordance with the provisions of the Financial Proposal contained in Form-2 of Appendix-II of the RFP. Bills for such reimbursement may be submitted on a monthly basis.</p>	<p>We request the Authority to delete this clause. This assignment is an actual milestone based project. Where each key personnel will be available for the project. Payment for the services should not be judged on the actual number of man-hours spent by the consultant/ key personnel.</p> <p>Since the team which shall help execute this project will be much larger, with many more resources involved, it may not make sense to work on man hour basis. Minimum time deployed of each resource may be stipulated, but it is strongly suggested to make the financial proposal a lump-sum since it is deliverable based payments.</p> <p>Additionally, assessing the man hours for a large transaction like this is different for each applicant, depending on their firm capability, and hence cost assumptions may vary. This will cause a discrepancy in cost assumptions for the bidder. Hence, we request the client to make the financial proposal lump-sum based, and revise the time and payment schedule to each deliverable.</p> <p>We request the authority to simplify the payment terms &amp; conditions. As per the current RFP, the payment is will depend on two factors –</p> <ol style="list-style-type: none"> <li>1. Deliverables; and</li> <li>2. Man-hours</li> </ol> <p>Typically projects, follow either of the two processes and not both.</p>	<p>Please refer to clause No. 5.3 of Schedule-I (Terms of Reference), which is self-explanatory.</p>
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			We request the authority to provide flexibility to the consultant if management of the resources and effort required for completion of the project. The authority may undertake a detailed quality assessment of each of the deliverables before payments.	
43.	5.5 of Schedule I (Terms of Reference) (57)	Adjustments with respect to the estimated periods of engagement of the Financial Expert may be made by the Consultant by written notice to the Authority; provided that: (i) such adjustments shall not alter the originally estimated period of engagement of the Financial Expert by more than 30% (thirty per cent) and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of the Agreement by more than 25% (twenty five percent) thereof. Any other adjustments shall only be made with the written approval of the Authority.	We request the Authority to delete this clause.	Please refer to clause No. 5.5 of Schedule-I (Terms of Reference), which is self-explanatory.
44.	5.7 of Schedule I (Terms of Reference) (57)	20% (twenty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates. In the event that the Consultancy is terminated by the Authority prior to its completion, the Consultant shall be entitled to (a) full payment for the Deliverables completed by it; and (b) payment for 60% (sixty per	We request the authority to kindly modify the clause: 20% (twenty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. <del>In the event the Concession Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant.</del>	Please refer to clause No. 5.7 of Schedule-I (Terms of Reference), which is self-explanatory.

		cent) of the man hours actually expended by it on the work not linked to the completed Deliverables.		
45.	<b>7.1 of Schedule I (Terms of Reference) (58-61)</b>	The Consultant shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. Financial Expert shall be the leader of the Consultancy Team. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.	<p>Working days on the Project site/office: Under current COVID situation, where on-line meetings are encouraged and travel is being discouraged by the Govt., we request that virtual video presence should be treated as “working days on the Project site/office”</p> <p>We understand that the Team Leader will have to play role of an anchor to spearhead the entire engagement. Given the important role of the team leader, we understand that such position on the team should be taken by a payroll employee of the bidder. This shall ensure adequate availability and continuity of the Team Leader for the assignment. Therefore, we request the authority to kindly add the following to the eligibility of the team leader: “The Team Leader should be a full-time employee of the bidder at least 1 year prior to the bid submission date”</p> <p>i. The essential experience required for Team Leader is with a minimum of 15 years of experience wherein he/she should have led 10 Eligible Assignments (5 PPP and 5 Specific Assignments). Do these 10 engagements have to be with a professional fee of more than INR 1 cr. If so, would request you to revise the same to INR 50 lakhs as professional fee.</p> <p>ii. Considering that the initiative of PPP transactions for sports facilities is fairly new. In fact we</p>	Please refer to clause No. 7.1 of Schedule-I (Terms of Reference), which is self-explanatory.

			<p>understand that NITI Aayog was to submit a proposal for PPP of JLN stadium and other infrastructure facilities for deciding the nuances of the PPP.</p> <p>Considering above, the educational requirements (Bachelor in Sports Management, Bachelor in Sports Infrastructure or Equivalent) and experience in 10 years in Sports sector (Specific Assignments), is very niche and a rare requirement. We request the authority to allow General MBAs for the position.</p>	
46.	<p><b>7.3 of Schedule I (Terms of Reference)</b></p> <p><b>(61)</b></p>	<p>The Consultant shall establish a Project Office at a suitable location in or near the city where the Authority's office is situated, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 24 weeks as specified in the Manning Schedule forming part of the Agreement. The authorized officials of the Authority may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 24 weeks.</p>	<p>We have our Corporate office in Gurgaon, all our Key personnel and support staff will be working based out of this office.</p> <p>Kindly confirm if this will be accepted by the Authority as project office for the project.</p>	<p>Please refer to clause No. 7.3 of Schedule-I (Terms of Reference), which is self-explanatory.</p>
47.	<p><b>1.8 of Schedule –II (Forms of Agreement)</b></p> <p><b>(70)</b></p>	<p><b>Location</b></p> <p>1.8.1</p> <p>The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such</p>	<p>We request the Authority to consider including the clause below:</p> <p>"If there are any circumstances that reasonably restrict or affect the ability of Consultant's personnel to travel or to be physical present at any specific</p>	<p>As per provisions of the RFP.</p>

		<p>locations as are incidental thereto, including the offices of the Consultant.</p> <p>1.8.2</p> <p>The Authority may require the Financial Expert to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.</p>	<p>office/location, then without prejudice to the Authority's obligations (including your payment obligations), the Authority shall allow such personnel to work from home or other remote location till the time such circumstances exist"</p>	
48.	<p><b>2.8 of Schedule –II (Forms of Agreement) (74)</b></p>	<p>Suspension of Agreement</p> <p>The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.</p>	<p>We suggest removing this clauses in the client already has other rights available for the performance of the agreement– an acceptance criterion has already been agreed between the parties with respect to the deliverables; the Client also has a right to terminate the agreement.</p>	<p>Please refer to clause No. 2.8 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>
49.	<p><b>2.9 of Schedule –II (Forms of Agreement) (74-75)</b></p>	<p>2.9 Termination of Agreement</p> <p>2.9.1 By the Authority</p> <p>The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:</p> <p>(a) the Consultant fails to remedy any breach hereof or any failure in the</p>	<p>We suggest that clause 2.9.1(a) should be invoked only for material breaches, and we propose to delete the termination right in clause 2.9.1(g).</p> <p>We propose to amend clause 2.9.5(i) to remove the word 'satisfactorily', since all services shall be performed as per the agreed parameters and the</p>	<p>Please refer to clause No. 2.9 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>

		<p>performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;</p> <p>(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;</p> <p>(d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;</p> <p>(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;</p> <p>(f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or</p> <p>(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.</p> <p>2.9.2 By the Consultant The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events</p>	<p>deliverables should be subject to the acceptance criteria agreed between the parties.</p>	
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		<p>specified in this Clause 2.9.2, terminate this Agreement if:</p> <p>(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;</p> <p>(b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;</p> <p>(c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or</p> <p>(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.</p> <p>2.9.3 Cessation of rights and obligations</p> <p>Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to</p>		
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		<p>the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.</p> <p>2.9.4 Cessation of Services Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.</p> <p>2.9.5 Payment upon Termination Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):</p> <ul style="list-style-type: none"> <li>(i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;</li> <li>(ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and</li> <li>(iii) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.</li> </ul>		
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		<p>2.9.6 Disputes about Events of Termination</p> <p>If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>		
50.	<p><b>3.2 of Schedule –II (Forms of Agreement) (77 &amp; 79)</b></p>	<p>Conflict of Interest</p> <p>3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.</p> <p>3.2.2 Consultant and Affiliates not to be otherwise interested in the Project</p> <p>The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at</p>	<p>We would like to clarify that providing similar services to other clients should not be construed as a conflict of interest. We maintain internal safeguards that enable us to work for clients without compromising our commitment to protect the confidentiality of proprietary information.</p>	<p>Please refer to clause No. 3.2 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>

		<p>any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</p> <p>3.2.3 Prohibition of conflicting activities</p> <p>Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;</p> <p>(b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or</p>		
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		<p>(c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.</p> <p>3.2.4 Consultant not to benefit from commissions, discounts, etc.</p> <p>The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.</p> <p>3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication</p>		
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	<p>in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.</p> <p>3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.</p>		
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		<p>3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:</p> <p>(a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;</p>		
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	<p>(b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;</p> <p>(c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;</p> <p>(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and</p> <p>(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.</p> <p>(f) “Anti-competitive practice” mean any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The</p>		
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		<p>Competition Act, 2002, between two or more bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.</p> <p>(g) “Obstructive practice” materially impede the Authority’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority’s rights of audit or access to information.</p>		
<b>51.</b>	<b>3.2.2 of Schedule –II (Forms of Agreement)</b>  <b>(77)</b>	<p>Consultant and Affiliates not to be otherwise interested in the Project</p> <p>The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and</p>	<p>SBICAP is a 100% subsidiary of the State Bank of India. SBI is a major lender for PPP projects. SBICAP is also a key player in providing debt syndication, disinvestment, equity and debt advisory, as well as transaction advisory for PPP projects in India. In our view, this clause would impose restrictions on SBI's participation in funding in the project, and this may also impact the funding avenues for the project. With this clause in place, it would mean that if SBICAP is appointed as the transaction advisor under this RFP, then the concessionaire to be appointed in future for JNS will</p>	<p>Please refer to clause No. 3.2.2 of Schedule-II (Forms of Agreement),, which is self-explanatory.</p>

		<p>any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</p>	<p>not be able to approach State Bank of India, our parent company, for project funding, which appears to not be reasonable. Hence, such restrictive conditions may be done away with.</p>	
52.	<p><b>3.3 of Schedule –II (Forms of Agreement) (79-80)</b></p>	<p>Confidentiality</p> <p>The Consultant, its Sub-Consultants and the Personnel of either of them 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,</p>	<p>We request the Authority to reduce the survival period of confidentiality obligations to one-year post expiry or termination.</p> <p>The term may be reduced to one year from the date of expiration or termination of the Agreement.</p> <p>We propose to make the clause mutual, since firm shall also be sharing its confidential information with the client.</p>	<p>Please refer to clause No. 3.3 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>

		<p>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, its Sub-Consultants and the 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.</p> <p>Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them 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, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;</p>	<p>Further, Confidential Information should not include information that:(v)can be demonstrated by the receiving party to be independently developed by or for the receiving Party without reliance on any Confidential Information of the other party.</p> <p>Additionally, in order to be compliant with any legal or tax orders, were quest that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under this agreement.</p>	
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		<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, its Sub-Consultants and the Personnel of either of them 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 Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, 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>		
<b>53.</b>	<b>3.4 of Schedule –II (Forms of Agreement)</b>	Liability of the Consultant	We can agree to indemnify only for losses that arise from third party claims for intellectual property rights infringement. All direct claims or any other third-party claims can and should be litigated (or otherwise	Please refer to clause 2.27 of the RFP and 3.4 of Schedule-II (Forms of Agreement), which are self-explanatory.

	<p><b>(80 &amp; 81)</b></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 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 6.1.2 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, 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</p>	<p>resolved) between the parties via the courts or other agreed processes. We would like to clarify that all our liabilities and indemnification obligations under the Agreement shall arise if such claims are attributable to our gross negligence or intentional misconduct. However, our policy does not allow indemnifying clients for losses arising from deficiency or inaccuracy in services. Considering the nature of services, our team and client work closely, and the deliverable should contain no surprises. Further, there is already an acceptance criterion agreed between the parties.</p> <p>We propose that the aggregate liability of our firm for any direct damages, including third party claims, be limited to one time the fees paid to us. Accordingly, we suggest deleting clause 3.4.4. We would also like to clarify that under no circumstances shall either party shall be liable to the other for any indirect, consequential, punitive, or other special damages.</p>	
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		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.		
54.	<b>3.4.3 of Schedule –II (Forms of Agreement) (80-81)</b>	<p>The Parties hereto agree that in case of negligence or willful 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 6.1.2 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, whichever of (a) or (b) is higher.</p>	<p>We request the Authority to limit Consultant’s liability to the total contract value. This is as per GFR and the guidelines issued by MEiTY and also the usual industry practice.</p> <p>We request the authority to modify the clause as following:  3.4.3 The Parties hereto agree that in case of negligence or willful 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, <del>with respect to damage caused to the Authority’s property,</del> shall not be liable to the Authority:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or <del>(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.</del></p>	<p>Please refer to clause 2.27 of the RFP and 3.4.3 of Schedule-II (Forms of Agreement), which are self-explanatory.</p>

55.	<p><b>3.4.4 of Schedule –II (Forms of Agreement)</b></p> <p><b>(81)</b></p>	<p>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>We request the authority to modify the clause as following:</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>It is an accepted business practice that the liabilities are limited to the value of the contract. Hence it is requested that all liabilities, including third party liability may be capped at the contract/ agreement value.</p> <p><b>We request to authority to modify the clause.</b></p> <p>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 <b>1 (One)</b> time the Agreement Value.</p>	<p>Please refer to clause 2.27 of the RFP and 3.4.4 of Schedule-II (Forms of Agreement), which are self-explanatory.</p>
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56.	3.5 of Schedule –II (Forms of Agreement) (81)	<p>Accounting, inspection and auditing</p> <p>The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and</p> <p>(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.</p>	<p>The Consultant may be allowed to retain the records as per Consultant’s records retention policies. Upon reasonable notice, the Consultant may be asked to allow the Authority to inspect Consultant’s invoicing records under this engagement; such inspection should be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause the Consultant to be in breach of Consultant’s organizational confidentiality requirements. We request the Authority to kindly acknowledge that the Consultant’s audit related obligations may be subject to foregoing statement.</p> <p>While we agree to the right to audit, we would like to clarify that Firm will maintain the records for the purpose of client assessing firm’s compliance with the terms of the Agreement. The client’s internal or external auditors may audit, copy and inspect there cord sat reasonable times and upon reasonable notice; provided, however, that all such auditors are instructed by the Client to maintain the confidentiality of the information gathered consistent with the terms contained herein. Further, nothing shall obligate firm to disclose any documents or other materials relating to the profitability or internal profit and loss/balance sheets associated with firm’s business, payroll information, or information or material that constitute, in firm’s opinion, legally privileged documents or information that firm is bound to maintain as confidential by written obligation to a third party.</p>	Please refer to clause No. 3.5 of Schedule-II (Forms of Agreement), which is self-explanatory.
57.	3.8 of Schedule –II (Forms of Agreement) (82)	<p><b>Documents prepared by the Consultant to be property of the Authority</b></p> <p>3.8.1 All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third</p>	There are number of IPRs that the selected Consultant may like to use while delivering the services. These are pre-existing IPRs. We request that Consultants are allowed to retain ownership of pre-existing IPRs. We request the Authority to	Please refer to clause No. 3.8 of Schedule-II (Forms of Agreement), which is self-explanatory.

		<p>Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.</p> <p>3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.</p> <p>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</p>	<p>kindly include the below clause. This is also the standard mentioned by MeITY in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, the Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Authority to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for Authority's internal business operations.</p> <p>We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights infringement. All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes. We would like to clarify that all our liabilities and indemnification obligations under the Agreement shall arise if such claims are attributable to our gross negligence or intentional misconduct.</p> <p>However, our policy does not allow indemnifying clients for losses arising from deficiency or inaccuracy in services.</p> <p>Considering the nature of services, our team and client work closely, and the deliverable should contain no surprises.</p> <p>Further, there is already an acceptance criterion agreed between the parties.</p> <p>We propose that the aggregate liability of our firm</p>	
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		<p>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.</p>	<p>for any direct damages, including third party claims, be limited to one time the fees paid to us. Accordingly, we suggest deleting clause 3.4.4. We would also like to clarify that under no circumstances shall either party shall be liable to the other for any indirect, consequential, punitive, or other special damages.</p> <p>We agree to provide the client the IP of the final deliverables that are shared with the client.</p> <p>We propose the inclusion of language that allows us to retain the pre-existing and underlying intellectual property to the extent embedded in the deliverables. firm shall provide a non-exclusive, non-transferable, non-sub licensable, fully paid right to the client to use and copy any of the pre-existing IP forming part of the Deliverables, so as to enable the client to use the Deliverables internally, in accordance with the agreement. The firms shall also retain the ownership of any IP we develop in the course of working for the client, whether or not incorporated into the deliverables. This is especially true for any IP that could be considered “an enhancement “to the firm pre-existing IP.</p> <p>Further, in the event any Firm’s proprietary products or third- party materials are used for the Deliverables or Services, the terms and any licensing restrictions thereof shall be shared with the client for compliance.</p> <p>Also, we shall not preclude the client from sharing the deliverables with any third parties, however, we request the client to ensure that such third parties sign our standard non- reliance letter before the client shares deliverables and any third-party having access to their port or presentation may use it on an on-reliance basis. This would protect Firm from risks of third-party claims based on reliance on the firm</p>	
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			deliverables, which are prepared only for the client. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe the duty of care towards the third party.	
58.	3.8.3 of Schedule –II (Forms of Agreement)  (82)	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.	<p>We request the Authority to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party’s misuse or modification of the Service; b) Indemnified Party’s failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party’s use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p>	Please refer to clause No. 3.8.3 of Schedule-II (Forms of Agreement), which is self-explanatory.

			<p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p> <p>We request the authority to modify the clause as follows:</p> <p>Subject to the liability of the Consultant not exceeding the value of the Agreement, the</p> <p>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 unauthorized 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.</p>	
59.	<p><b>3.10 of Schedule –II (Forms of Agreement) (82-83)</b></p>	<p>Providing access to Project Office and Personnel</p> <p>The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.</p>	<p>While we agree to the right to audit, we would like to clarify that firm will maintain their cords for the purpose of client assessing firm's compliance with the terms of the Agreement. The client's internal or external auditors may audit, copy and inspect the records at reasonable times and upon reasonable notice; provided, however, that all such auditors are instructed by the Client to maintain the confidentiality of the information consistent with the terms contained herein. Further, nothing shall obligate Firm to disclose any documents or other materials relating to the profitability or internal profit and loss/balance sheets associated with firm's business, payroll information, or information or material that constitute, in firm's opinion, legally privileged documents or</p>	<p>Please refer to clause No. 3.10 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>

			information that firm is bound to maintain as confidential by written obligation to a third party.	
<b>60.</b>	<b>2.27 of RFP &amp; 3.11 of Schedule –II (Forms of Agreement) (33 &amp; 83)</b>	<p>Indemnity</p> <p>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.</p>	<p>There are several remedies available under law and contract for such breach of obligations. For e.g. there are penalties and LDs that may be imposed for some of these breaches. We understand that remedies other than indemnity will be sufficient for such breaches. We request the Authority to kindly consider deleting this section.</p> <p>In case the section is retained, 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.</p>	Please refer to clause 2.27 of the RFP and 3.11 of Schedule-II (Forms of Agreement), which are self-explanatory.
<b>61.</b>	<b>3.11 of Schedule –II (Form of Agreement) (83)</b>	<p>Accuracy of Documents</p> <p>The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to</p>	<p>We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights infringement. All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes. We would like to clarify that all our liabilities and indemnification obligations under the Agreement shall arise if such claims are attributable to our gross negligence or intentional misconduct.</p> <p>However, our policy does not allow indemnifying clients for losses arising from deficiency or inaccuracy in services. Considering the nature of services, our team and client work closely, and the deliverable should</p>	Please refer to clause 2.27 of the RFP and 3.11 of Schedule-II (Forms of Agreement), which are self-explanatory.

		<p>conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</p>	<p>contain no surprises. Further, there is already an acceptance criterion agreed between the parties.</p> <p>We propose that the aggregate liability of our firm for any direct damages, including third party claims, be limited to one time the fees paid to us. Accordingly, we suggest deleting clause 3.4.4. We would also like to clarify that under no circumstances shall either party shall be liable to the other for any indirect, consequential, punitive, or other special damages.</p> <p>Since we are providing advisory services, this clause is not applicable to the scope or deliverables that we shall provide. Therefore, we propose to delete the same.</p>	
62.	<p><b>4.4 of Schedule –II (Form of Agreement)</b></p> <p><b>(84)</b></p>	<p>The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two 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 shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.</p>	<p>There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, we request the Authority to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Authority.</p> <p>As per the current formulation of the clause, it is not clear if there will be a penalty for substitution of Financial Expert even when it results from personal incapacity or health reasons. The same may please be clarified.</p> <p>Further, we would like to submit that personnel may be unavailable due to reasons beyond the control of the Consultant. Imposing such penalties would</p>	<p>Please refer to clause No. 4.4 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>

			amount to penalizing the Consultant for something not under their control. Thus it is proposed that for reasons beyond the control of the Consultant, no penalties be imposed.	
<b>63.</b>	<b>6.3 of Schedule –II (Form of Agreement)</b>  <b>(86)</b>	<p>Billing and payments in respect of the Services shall be made as follows: -</p> <p>(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, and Paragraphs 4, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 10 of the TOR, and the rates specified in Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:</p> <p>(i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. Provided, however, that for the Deliverables specified at [KD7 and KD8] in Paragraph 5.2 of the TOR, payment shall be due and payable by the Authority for the man hours spent during each calendar month; and</p> <p>(ii) The Authority shall pay to the Consultant, only the undisputed amount.</p> <p>The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”). Interest at the rate of 10% (ten per cent) per</p>	<p>We propose to remove the reference to ‘satisfaction’ in clause 6.3, since all services shall be performed as per the agreed parameters and the deliverables should be subject to the acceptance criteria agreed between the parties.</p>	<p>Please refer to clause No. 6.3 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>

		<p>annum shall become payable by the Authority as from the Due Date on any amount due by, but not paid on or before, such Due Date.</p> <p>(c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.</p> <p>(d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30</p>		
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		<p>(thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.</p> <p>(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.</p>		
64.	<p><b>7.1.1 of Schedule –II (Form of Agreement) (87)</b></p>	<p><b>Performance Security:</b> For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten percent) of the Agreement Value (the “Performance Security”); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee or cash deposit.</p>	<p>We request the authority to kindly reduce the performance security to 5% of the Agreement Value.</p>	<p>Please refer to clause No. 7.1.1 of Schedule-II (Forms of Agreement), which is self-explanatory.</p>
65.	<p><b>10.1 of Schedule – I &amp; 6.3 (C) of Schedule –II (Form of Agreement) (62 &amp; 87)</b></p>	<p>All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the</p>	<p>We suggest the acceptance criteria to apply to all deliverables and lowering the review period from 60 days to 5 days. Further, we propose to add that the deliverables shall be deemed accepted at such time as either (i) such deliverable conforms to the specifications or descriptions agreed between the parties; (ii) upon review is deemed satisfactory to client; or (iii) client fails to submit the above-mentioned written notice within the acceptance period.</p>	<p>Please refer to clause No. 10.1 of Schedule-I &amp; 6.3 (C) of Schedule-II of the RFP, which are self-explanatory.</p>

		<p>Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of [1 (one) year] from the Effective Date, unless extended by mutual consent of the Authority and the Financial Consultant.</p> <p>(c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the</p>		
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		Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.		
66.	7.1.1 of Schedule –II (Form of Agreement)  Certificate from the Statutory Auditor  (87)	For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten percent) of the Agreement Value (the “Performance Security”); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee or cash deposit.	We request the authority to kindly reduce the performance security to 5% of the Agreement Value.	Please refer to clause No. 7.1.1 of Schedule-II (Forms of Agreement), which is self-explanatory.
67.	7.2 & 7.3 of Schedule –II (Form of Agreement)  (88)	<b>Liquidated Damages</b>  <b>7.2.1 Liquidated Damages for error/variation</b>  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	We are unable to agree to these clauses and suggest removing these clauses since there are other recourses available to the client in the event of any material breaches. We will pay actual damages as determined by a court, but we are unable to agree to pay a pre-agree penalty.  We request the Authority to limit Consultant’s liability to the total contract value. This is as per GFR and the guidelines issued by MEiTY and also the usual industry practice.	Please refer to clause No. 7.2 & 7.3 of Schedule-II (Forms of Agreement), which are self-explanatory.

		<p>deemed liquidated damages, subject to a maximum of the Agreement Value.</p> <p><b>7.2.2 Liquidated Damages for delay</b></p> <p>In case of delay in completion of Services, 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.</p> <p><b>7.2.3 Encashment and appropriation of Performance Security</b></p> <p>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.</p> <p><b>7.3 Penalty for deficiency in Services</b></p> <p>In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies</p>	<p>We request the Authority to include a clause to state that the Consultant will not be liable for any indirect and consequential losses or damages.</p> <p>We request the Authority to kindly consider the following:          Authority agrees that Consultant's 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. The Authority 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.</p> <p>We request the Authority to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p> <p>We understand that as per Contract Act, where Liquidated Damages are stipulated, generally any other damages cannot be claimed. Therefore, we request the Authority to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p> <p>We understand that the Consultants would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to the Consultant. We request the Authority to kindly confirm this understanding.</p>	
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		in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.		
68.	Appendix-1  (107)	<b>Form-I (Technical Proposal)</b>	For the purpose of this Appendix 1 and the proposal, we understand that wherever the term ‘Associate’ has been used, such term has the same meaning as the term "Associate" is defined under the (Indian) Companies Act, 2013. We request the Authority to kindly confirm this understanding.	“Associate” shall have the meaning as defined in the Clause No. 2.3.3 (h) of the RFP.
69.	S.No.12 of <b>Form-I (Appendix-I)</b>  (109)	I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.\$	With respect to this declaration, we request the Authority to allow the bidder to provide this with an additional clarification as below: no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees which if adversely determined, would impact the ability of Bidder to provide services under the aforementioned RFP. We also wish to clarify that such declaration is with respect to Directors/Managers/employees who are proposed to be deployed on the project and the term investigation would mean investigation with reference to their official representation as an employee of the Bidder. We request the Authority to kindly confirm regarding this request.	Please refer to S.No.12 of Form-I (Appendix-I) of the RFP, which is self-explanatory.
70.	1.6 (Form-2 of <b>Appendix-I)</b>  (112)	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?  Yes/No  (iii) Has the Applicant/ or any of its Associates ever failed to complete any	We request the Authority to revise this criterion to read as follows: "Has the Applicant or any of the Members in case of a consortium been terminated for breach/poor quality of work/failure to complete work awarded solely attributable to Bidder" and/or allow the bidders to add the following clarification:  "However, we would like to clarify that given the large volume of work performed by Bidder, contracts with clients may on certain rare occasions be	Please refer to clause 1.6 of Form-2 (Appendix-I) of the RFP, which is self-explanatory.

		work awarded to it by any public authority/ entity in last five years?  Yes/No	terminated, suspended or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities.”	
71.	<b>1.6 (Form-2 of Appendix-I) (112)</b>	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?  Yes/No	We request the Authority to revise the prequalification regarding backlisting/ debarment.  Entities that are not blacklisted / debarred at the time of the submission of bid may be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside may also be allowed to participate in the tender process. We request the Authority to kindly confirm this request.	Please refer to clause 1.6 of Form-2 (Appendix-I) of the RFP, which is self- explanatory.
72.	<b>Form 5, 7, 7A (116-119)</b>	<b>Certificate from the Statutory Auditor</b>	Obtaining certificate from the Statutory Auditor is a time consuming process, accordingly we request the authority to kindly accept these forms certified by any CA.	Please refer to Clause 3.1.6 of the RFP which is self-explanatory.
73.	<b>Form 5, Form 7, Form 7A: Form 10 A (116-125)</b>	<b>Form 5, Form 7, Form 7A: Form 10 A</b>	Obtaining certificate from the Statutory Auditor is a time consuming process, accordingly we request the authority to kindly accept these forms certified by any CA.  We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts/work orders with them. While we shall be happy to disclose the same where wear legally permitted to, we request you to accept the certificate with a brief description of our client(without disclosing their names), the nature of Services we	Please refer to Clause 3.1.6 of the RFP which is self-explanatory.

			<p>performed for them, the duration of the project and a tentative contract value duly attested by CA.</p> <p>Would request for self-certification for eligible and specific assignments, especially for international projects.</p>	
74.	<b>Disclaimer</b>		<p>We would like to propose the inclusion of the following clarification that the client shall be responsible for obtaining its own legal, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by firm to client.</p>	As per the provisions of the RFP.
75.	<b>New Clause</b>		<p>We request the authority to add following clause: The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	As per the provisions of the RFP.
76.	<b>Others</b>		<p>If there are to be considerations of all the applicants, we request an extension of deadline to 3 weeks after the revised RFP / Corrigendum is issued, as there may be significant rework on documentations and other bid preparation requirements.</p>	Please refer to S.No.1 of the Corrigendum.
77.	<b>Others</b>		<p>Further, in reference to Rule 161 (IV) of GFR 2017, we understand that cost of tender document should not be charged under the said Rule. Accordingly, we request the Authority to waive / delete the requirement for submitting tender fee.</p>	Please refer to S.No.1 of the Corrigendum.

78.	APPENDIX-II (130)	Form-2 Financial Proposal	The Assignment requires the Consultant to deploy multiple team of resources (other than the Key Personnel mentioned) with relevant experience to undertake the market research, demand assessment, technical and financial analysis, creation of viable business models, preparation of reports etc. Considering this, we suggest that the financial proposal be on lump sum fee basis. However, the number of hours stipulated for the Key Personnel may remain as is for compliance.	Please refer to Form-2 of (Appendix-II) of the RFP.
79.	Others	Confidentiality Obligations	We request the Authority to allow the Consultants to retain Consultant's working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	As per provisions of the RFP.
80.	Others	Confidentiality Obligations	This will be a prestigious project for the Consultants, and we would like to showcase this project in our future proposals. We request the Authority to allow the Consultants to refer to the Authority and the consulting services performed for citation / reference purposes, as long as the Consultant do not disclose Authority's confidential information.	As per provisions of the RFP.
81.	Others	Indemnity	We request the Authority to kindly include the following Clauses: 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	Please refer to clause 2.27 of the RFP which is self-explanatory.

			<p>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 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</p>	
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			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).	
82.	Others	Third Party disclaimer	The selected Consultant will be providing services and deliverables to the Authority under the contract. The Consultant should not be required to accept any liability to anyone, other than the Authority, in connection with Consultant's services, unless otherwise agreed by both the parties in writing. We request the Authority to reimburse the Consultant for any liability (including legal costs) that the Consultant may incur in connection with any claim by anyone else in relation to the services. We request the Authority to please confirm if our understanding is correct.	As per provisions of the RFP.
83.	Others	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfil respective part of obligations. We request the Authority 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. We request the Authority to kindly consider inclusion of the following clause:	As per provisions of the RFP.

			‘Within 10 days (or any other agreed period) from Authority's receipt of a draft deliverable, Authority will notify Consultant if it is accepted. If it is not accepted, Authority 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 Authority does not notify Consultant within the agreed time period or if Authority uses the draft deliverable, it will be deemed to be accepted’.	
<b>84.</b>	<b>Others</b>		Considering the uniqueness and complexity of the eligibility requirements, we request you to kindly conduct a second pre-bid meeting after issuance replies queries from the first pre-bid meeting. This will enable all the bidders to come at par in terms of the understanding of the project.	As per provisions of the RFP.
<b>85.</b>		<b>Joint Venture</b>	Currently there is no limit of number of members in the JV. This gives scope to forming JV with companies only to enhance the score with such additional members not contributing to the assignment, Therefore we request you to limit the number of members in the consortium to 3 as there are 3 specialized areas of expertise required for the assignment	Please refer to clause No. 2.1.1of RFP and Clause 1.8 of Schedule-II (Forms of Agreement), which are self-explanatory.

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