

## Annexure I

**Request For Proposal for Engagement Of Transaction Advisor For Providing Consultancy Services Related To Expansion Of North Stand And Development And Operation Of MCA Club House & Hotel On PPP Model At Its Existing MCA International Cricket Stadium, At Gahunje, Pune**  
**Query / Clarification Sought:**

Sn	RFP Page no	RFP Clause No.	Clause details	Query/Suggestion/Clarification	Remarks
1.	6	Letter to the Transaction Advisors inviting proposals	Last Date of Submission 27-08-2024 16:00 Hrs	We request authority to extend the last date of submission by 3 weeks after the reply of pre-bid queries	As per Tender document
2.	8	Annexure 1: General Terms of Reference (TOR)	1.3. The Maharashtra Cricket Association wishes to on- board a transaction advisor who will carry out the <b>feasibility study and entire bid process including preparation of transaction documents till on boarding of concessionaire and PMC services during the construction period.</b>	<p>For PPP projects feasibility study and transaction part is the most important which needs strategic thinking, financial assumptions based on multiple benchmarks/successful cases which is different nature of work from the PMC.</p> <p>PMC can be taken care by any of the trusted consultant of MCA or by the developer itself.</p> <p>We request authority <b>to separate the scope for feasibility study and transaction from this RFP</b> and a separate <b>call for appointment of PMC once the PPP successful developer is onboarded.</b></p>	As per Tender document
3.	8,9	Annexure 1: General Terms of Reference (TOR)	<p><b>3.1.1. Providing services for Preparation of Conceptual / Architectural Feasibility Report</b></p> <p>m) Develop conceptual engineering designs for the alternative engineering solutions including conceptual cost estimates.</p>	The scope involves engineering solutions, drawings and cost estimates which is specialised service where we request authority to allow subcontracting of such services or allow consortium with sector experts for this subject matter.	As per Tender document

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			<p>n) Establish final overall conceptual cost estimates.</p> <p>o) Evaluation of alternatives.</p> <p>p) Select optimum engineering project concept.</p> <p>q) Finalize the final conceptual project cost estimate.</p>		
4.	9	Annexure 1: General Terms of Reference (TOR)	<b>3.1.3. Providing Technical Transaction Advisory and Bid Process Management for Project and Legal Assistance</b>	Legal assistance during transaction is specialised service where we request authority to allow subcontracting of such services or allow consortium with sector experts for this subject matter.	Ok. Subcontracting for legal services are allowed
5.	10	Annexure 1: General Terms of Reference (TOR)	<b>3.1.4. Functioning as Project Management Consultant (PMC) &amp; Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period'</b>	<p>For PPP projects feasibility study and transaction part is the most important which needs strategic thinking, financial assumptions based on multiple benchmarks/successful cases which is different nature of work from the PMC.</p> <p>PMC can be taken care by any of the trusted consultant of MCA or by the developer itself.</p> <p><b>We request authority to separate the scope for feasibility study and transaction from this RFP and there shall be a separate call for PMC once the PPP successful developer is onboarded.</b></p>	As per Tender document
6.	11	Annexure 1: General Terms of Reference (TOR)	<b>3.1.5. Photography, Video Shoot &amp; Animation</b>	<b>Photography, Video Shoot &amp; Animation</b> can be done form the professional agencies, we request authority to allow subcontracting of such services or allow consortium with sector experts for this subject matter as very few DEA empanelled consultants will have this expertise.	As per Tender document

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7.	3	Annexure 1: General Terms of Reference (TOR)	<p><b>6. Key Personnel for the Project ('The Team')</b></p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Key Expert</th> <th>Qualification</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>Minimum Engineering graduate</td> <td>Total Post Qualification Experience – 15 years.  5 years' Experience as Project Leader in a Construction Project of urban Infrastructure within last 7 years.</td> </tr> <tr> <td>2</td> <td>Architect</td> <td>Minimum Graduate in Architecture</td> <td>At least 10 years post qualification experience</td> </tr> <tr> <td>3</td> <td>Urban/Engineer</td> <td>Minimum Engineer</td> <td>Total experience-10 years out of</td> </tr> </tbody> </table>	Sr No	Key Expert	Qualification	Experience	1	Team Leader	Minimum Engineering graduate	Total Post Qualification Experience – 15 years.  5 years' Experience as Project Leader in a Construction Project of urban Infrastructure within last 7 years.	2	Architect	Minimum Graduate in Architecture	At least 10 years post qualification experience	3	Urban/Engineer	Minimum Engineer	Total experience-10 years out of	<p>We request authority to kindly add/modify the required experts for feasibility study and transaction advisor. As follows –</p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Key Personnel</th> <th>Educational Qualification</th> <th>Length of Professional Experience</th> <th>Experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Strategic cum-PPP Expert (Team Leader)</td> <td>Post graduate in Management/ MBA /MCA/ CFA /Master in Finance/ PGDM/ Master in</td> <td>Minimum 15 years of post qualification experience</td> <td>He should have worked as PPP expert/ team leader for at least five projects as transaction advisory of PPP in urban areas in last 5 years. He shall have knowledge of market studies, PPP contract development /drafting, negotiation &amp; project finance including policy, project development &amp;</td> </tr> </tbody> </table>	Sr No	Key Personnel	Educational Qualification	Length of Professional Experience	Experience	1	Strategic cum-PPP Expert (Team Leader)	Post graduate in Management/ MBA /MCA/ CFA /Master in Finance/ PGDM/ Master in	Minimum 15 years of post qualification experience	He should have worked as PPP expert/ team leader for at least five projects as transaction advisory of PPP in urban areas in last 5 years. He shall have knowledge of market studies, PPP contract development /drafting, negotiation & project finance including policy, project development &	<p>Team Leader: In addition to existing conditions this is added</p> <p>He should have worked as PPP expert/ team leader for at least five projects as transaction advisory of PPP in urban areas in last 5 years.</p>
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			Environment Planner	ring/ Plannin g graduat e	which 5years Experience in urban Planning / traffic Management with at least one major city infrastructure project			Engi neer ing/ Mast er in urba n plan ning or equi vale nt		analysis, cost - benefit analysis, value for money analysis, PPP Scenario analysis, economic impact analysis, leading and managing tender processes, negotiation & publicprivate sector engagement process and other related supporting activities.	
			4 Const ructio n Exp ert	Minimu m Enginee ring graduat e	· Total Post Qualification Experience 10 Years · 5 years' Experience in planning/ implementing a city infrastructure project. · 2 years' Experience in planning/ implementing structural engineering aspects of urban Infrastructure		2 Fi nanci al Exp ert	MBA /PG D in Man age men t/ CA/ CFA or equi vale nt	Minimu m 08 years of post qualifica tion experie nce	He should have worked as Financial Expert for at least five projects as transaction advisory of PPP in urban areas in last 5 years. He shall have knowledge in the field of preparation of	

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			5	Project Management Expert	Postgraduate · 5 years' Experience in getting approvals with understanding of planning/designing & implementing engineering aspects of urban Infrastructure				financial Model, Taxation analysis on PPP Projects, Ability to provide commercial analysis on contract design, tender evaluation & contract award. Commercial & Financial Advice during Funding through Loan and other related supporting activities.
			6	Financial Analyst	Minimum MBA in Finance / CA · At least 7 years post qualification experience · At least 4 years' experience in Financial Modeling and Project Structuring				He should have worked as Legal Expert for at least five projects as transaction advisory of PPP in urban areas in last 5 years He shall Have Knowledge in Corporate laws & contract laws, Expertise in
			7	Contract Specialist	Minimum Engineering / Legal Graduate · At least 10 years post qualification experience · Experience in Contract	3	Legal Expert	Law Graduate with specialization in Contract Law, Company	

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				t e	Management, Law, MIS, etc.				Law/ international Contract Law	providing legal advice on contract design & documentation, tender evaluation & contract negotiations & execution and other related supporting activities.		
			8	GIS Expert / Geomatics / Geoinformatics	Post-Graduate in GIS & Remote Sensing / Geomatics / Geoinformatics	· At least 5 years post qualification experience		4	Urban infrastructure Technical Expert	Post Graduate in Civil/ Architecture/ Urban Planning/ Structural Engineering or Minimum 8 years of post qualification experience	He Should have worked as sector expert for at least five projects as transaction advisory of PPP in urban areas in last 5 years He shall have knowledge in Urban infrastructure, Architectural design/ planning/report preparation, Conceptual model	

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				<table border="1"> <tr> <td>similar relevant qualifications</td> <td>preparation; technical assistance in PPP related projects.</td> </tr> </table> <p>and separate the scope and appointment for PMC and required project monitoring experts</p>	similar relevant qualifications	preparation; technical assistance in PPP related projects.	
similar relevant qualifications	preparation; technical assistance in PPP related projects.						
8.	15	Table B: Firm's Financial Capabilities and Experience (1 and 2)	1 Experience of Bidder in preparation of schemes, Detailed Project Report (DPR) and Transaction Advisory services (in a single order) in sectors like Real Estate, Architecture, Infrastructure in urban area (India) for any Government / Semi Government / Local bodies	<p>We request authority to modify the clause as follows –</p> <p>1 Experience of Bidder in preparation of <del>schemes, Detailed Project Report (DPR)</del> pre-feasibility reports and Transaction Advisory services (in a single order) in sectors like Real Estate, Architecture, Urban Infrastructure in urban area (India) for any Government / Semi Government / Local bodies</p>	As per Tender Document		
9.	15	Table B: Firm's Financial Capabilities and Experience (1 and 2)	2 Experience of Bidder in working for different models of PPP for public utilities like BOT, DBOT, HAM etc. in various Metropolitan Cities in India (where the transaction has been successful or LoA has been issued) for any Government / Semi Government / Local bodies	<p>We request authority to modify the clause as follows –</p> <p>2 Experience of Bidder in working for different models of PPP for public utilities like BOT, DBOT, HAM etc. in various urban / infrastructure projects <del>Metropolitan Cities</del> in India (where the transaction has been successful or LoA has been issued) for any Government / Semi Government / Local bodies</p>	Cities having more than 1 million population		

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10.	16	Table B: Firm's Financial Capabilities and Experience (1 and 2)	5 Experience of Project Supervision of Major Infrastructure in PMR for Government / semi-Government / Public sector unit / Local statutory bodies.	We request authority to delete this requirement and separate PMC scope from the feasibility study and transaction.	As per Tender Document
11.	16	Table B: Firm's Financial Capabilities and Experience (1 and 2)	6 Experience in Preparation of Master Plan(s) / Development Plan(s) in GIS for any Government / Semi Government Agency in India for Cities / Towns having area	Since the requirement of this assignment is not to prepare Development plans/ master plans, we request authority to remove this clause.	
12.	30	3.2 Conflict of interest	<p><b>Conflict of interest</b></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 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</p>	<p>Request authority to delete the clause 2.4.3 (g) and 2.4.4</p> <p><del>3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.</del></p> <p><del>3.2.2. Consultant and Affiliates not to be otherwise interested in the Project 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</del></p>	As per Tender Document



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			<p>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><del>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.</del></p>	
13.	39	7.3	<p>7.3 Penalty for deficiency in Services</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 in Services causing adverse effect on the Project or on the reputation</p>	<p>Request authority to modify the clause as follows -</p> <p>7.3 Penalty for deficiency in Services</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 in Services causing adverse effect on the Project or on the</p>	As per Tender Document

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			of the Authority, other penal action including debaring for a specified period may also be initiated as per policy of the Authority.	reputation of the Authority, other penal action <del>including debaring for a specified period</del> may also be initiated as per policy of the Authority.	
14.	34	3.11	<p>3.11 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 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>Request authority to modify the clause as follows -</p> <p>3.11 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. <del>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 conform to good industry practice.</del> The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</p>	As per Tender Document

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15.	34	3.10	<p>3.10 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>Request authority to modify the clause as follows -</p> <p>3.10 Providing access to Project Office and Personnel</p> <p><del>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.</del></p>	As per Tender Document
16.	34	3.8.1	<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 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</p>	<p>Request authority to delete this clause and replace with the suggested clause –</p> <p><del>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 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</del></p>	As per Tender Document

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			<p>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><del>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.</del></p> <p>3.8.1. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Authority reflected in them).</p>	
17.	34	3.8.3	<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 Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-</p>	<p>Request authority to delet this clause and replace with the suggested clause –</p> <p><del>3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the</del></p>	As per Tender Document

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			<p>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><del>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.</del></p> <p>3.8.3 Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement (“Reports”), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Authority's organization.</p>	
18.	33	3.5	<p>3.5 Accounting, inspection, and auditing</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>Request authority to modify the clause as follows –</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. <b>Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to the Authority agreeing to</b></p>	As per Tender Document

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				<p>maintain confidentiality of these documents. No access to the Consultant's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Authority to conduct such audit or request for information shall not be a competitor of the Consultant and shall agree to confidential obligations with Consultant, for the said purpose.</p>	
19.	33	3.4	<p><b>3.4 Liability of the Consultant</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</p> <p>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</p>	<p>Request to modify the clause as follows –</p> <p>3.4 Liability of the Consultant</p> <p>3.4.1 The Consultant's liability under this Agreement shall be determined by the <del>Applicable Laws and the</del> provisions hereof.</p> <p>3.4.2 The Consultant shall, subject to the limitation specified in Clause</p> <p>3.4.3, be liable to the Authority for any direct loss or damage accrued <del>or likely to accrue</del> due to deficiency in Services rendered by it.</p> <p>3.4.3 The Parties hereto agree that <del>in case of negligence or wilful misconduct on the part of the Consultant or on the part of any</del></p>	As per Tender Document

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			<p>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  (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 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><del>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:</del></p> <p>(i) for any indirect or consequential loss or damage; and  (ii) except in the case of fraud or willful misconduct on the part of the consultant, 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><del>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.</del></p>	
20.	32	3.3	<p>3.3 Confidentiality</p> <p>The Consultant, its Sub-Consultants and the Personnel of</p>	<p>Request authority to delet this clause and replace with the suggested clause –</p> <p>3.3 Confidentiality</p>	As per Tender Document

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			<p>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, 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</p>	<p><del>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, 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.</del></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>	



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			<p>Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:</p> <p>(a) 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>(b) was obtained from a third party with no known duty to maintain its confidentiality;</p> <p>(c) 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</p>	<p><del>(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;</del></p> <p><del>(ii) was obtained from a third party with no known duty to maintain its confidentiality;</del></p> <p><del>(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 (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,</del></p>	

Sn	RFP Page no	RFP Clause No.	Clause details	Query/Suggestion/Clarification	Remarks
			<p>treatment; and (d) 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>	<p><del>confidential and shall use its best efforts to ensure compliance with such undertaking.</del></p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.</p>	

Sn	RFP Page no	RFP Clause No.	Clause details	Query/Suggestion/Clarification	Remarks
21.	28	2.9.2	<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 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</p>	<p>Request authority to modify the clause as follows –</p> <p>2.9.2 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 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 (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.</p>	Addition is accepted

Sn	RFP Page no	RFP Clause No.	Clause details	Query/Suggestion/Clarification	Remarks
			(sixty) days; or (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.	<b>Notwithstanding 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.</b>	

### Deloitte

S. No.	RFP Reference(s), section number	Content of RFP requiring clarification	Queries/ Points requiring Clarification/ changes	Remarks
1.	3. Scope Of Work	3.1.4. Functioning as Project Management Consultant (PMC) & Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period	<p>It is submitted that as per the guidelines of PPP Transaction Advisors empaneled by DEA, Govt of India, the scope of work of TA does not envisage PMC/Technical audit/construction supervision.</p> <p>Under model PPP guidelines of Gol, this scope of work is required to be undertaken by the "Independent Engineer" appointed under the Concession Agreement. The appointment of TA for Project Management Consultant (PMC) would therefore be redundant and may lead to legal complication due to multiplicity of consultants. The scope of TA is limited till the signing of concession agreement after which "Independent Engineer" appointed under the Concession Agreement undertakes construction supervision/PMC /technical auditor.</p> <p>Therefore, MCA is requested to remove this scope of</p>	As per Tender document

			services from the TA services under the present RFP.	
2.	5. Eligibility Criteria for the Project	The Consultant should have at least ten years of working experience of Project Supervision of Major Infrastructure in India for Government / semi-Government / Public sector unit / Local statutory bodies.	As explained above, DEA-empanelled transaction advisors does not undertake PMC or construction supervision work which is required to be undertaken by the "Independent Engineer" appointed under the Concession Agreement. Therefore many TAs would not have relevant experience of Project Supervision and would be make the bid restrictive.  Therefore MCA is requested to remove this scope of services from the TA services under the present RFP as well as remove the requirement of project supervision as qualification criteria.	As per Tender document
3.	5. Eligibility Criteria for the Project	No joint ventures / consortium or associations are allowed	Since the engagement involves the technical determination of engineering solutions, Conceptual / Architectural Feasibility Report, Video Shoot & Animation, the architectural consultant would be required to engaged for undertaking such scope. The DEA-empaneled PPP Transaction advisors mostly do not have such in-house expertise or capability and would be make the bid restrictive. Therefore it is requested that JV/consortium be allowed.	As per Tender document

4.			As explained above, DEA-empanelled transaction advisors do not undertake PMC or construction supervision work and therefore the team requirement may be suitably amended. Based on scope of work we suggest following team composition:																					
			<table border="1"> <thead> <tr> <th data-bbox="1016 347 1077 379">S.no</th> <th data-bbox="1077 347 1245 379">Key expert</th> <th data-bbox="1245 347 1402 379">Qualification</th> <th data-bbox="1402 347 1601 379">Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="1016 379 1077 715">1</td> <td data-bbox="1077 379 1245 715">Team leader</td> <td data-bbox="1245 379 1402 715">Minimum Engineering graduate</td> <td data-bbox="1402 379 1601 715">Total Post Qualification Experience – 15 years. 10 years' Experience as Leader in a Transaction advisory Project of urban Infrastructure</td> </tr> <tr> <td data-bbox="1016 715 1077 855">2</td> <td data-bbox="1077 715 1245 855">Architect</td> <td data-bbox="1245 715 1402 855">Minimum Graduate in Architecture</td> <td data-bbox="1402 715 1601 855">At least 10 years post qualification experience</td> </tr> <tr> <td data-bbox="1016 855 1077 1134">3</td> <td data-bbox="1077 855 1245 1134">Financial Analyst</td> <td data-bbox="1245 855 1402 1134">Minimum MBA in Finance / CA</td> <td data-bbox="1402 855 1601 1134">At least 7 years post qualification experience ☐ At least 4 years' experience in Financial Modeling and</td> </tr> <tr> <td data-bbox="1016 1134 1077 1385">4</td> <td data-bbox="1077 1134 1245 1385">Contract Specialist</td> <td data-bbox="1245 1134 1402 1385">Minimum Engineering / Legal Graduate</td> <td data-bbox="1402 1134 1601 1385">At least 10 years post qualification experience ☐ Experience in Contract Management, Law, MIS, etc.</td> </tr> </tbody> </table>	S.no	Key expert	Qualification	Experience	1	Team leader	Minimum Engineering graduate	Total Post Qualification Experience – 15 years. 10 years' Experience as Leader in a Transaction advisory Project of urban Infrastructure	2	Architect	Minimum Graduate in Architecture	At least 10 years post qualification experience	3	Financial Analyst	Minimum MBA in Finance / CA	At least 7 years post qualification experience ☐ At least 4 years' experience in Financial Modeling and	4	Contract Specialist	Minimum Engineering / Legal Graduate	At least 10 years post qualification experience ☐ Experience in Contract Management, Law, MIS, etc.	As per Tender document
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4	Contract Specialist	Minimum Engineering / Legal Graduate	At least 10 years post qualification experience ☐ Experience in Contract Management, Law, MIS, etc.																					

			5	Bid process management	Minimum PG degree	At least 10 years post qualification experience ☒ Experience in procurement and bid process management of PPP transactions.	
5.	7. Evaluation of Financial & Technical Proposal  Table A: Overall Marking Criteria:	Experience of Project Supervision of Major Infrastructure in PMR for Government / semi Government / Public sector unit / Local statutory bodies.	As explained above, DEA-empowered transaction advisors does not undertake PMC or construction supervision work which is required to be undertaken by the "Independent Engineer" appointed under the Concession Agreement. Therefore many TAs would not have relevant experience of Project Supervision and would be make the bid restrictive.  Hence you are requested to remove the criteria and increase the marking for PPP transaction advisory which is relevant to nature of services and scale of project.				As per Tender document
6.	7. Evaluation of Financial & Technical Proposal  Table A: Overall Marking Criteria:	Experience in Preparation of Master Plan(s) / Development Plan(s) in GIS for any Government / Semi Government Agency in India for Cities / Towns having area 100 sqkm.	it is submitted that the present project does not require master planning of the size of city/town. The qualification and marking criteria shall be commensurate with the size of the project. The present condition is very peculiar and irrelevant to the project scale.  Hence you are requested to remove the criteria and increase the marking for PPP transaction advisory which is relevant to nature of services and scale of project.				As per Tender document

7.	8. Payment Schedule	4. Functioning as Project Management Consultant (PMC) & Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period	<p>As submitted in point 1 above, the scope of work of TA does not envisage construction supervision or quality assurance and is limited till the signing of concession agreement after which "Independent Engineer" appointed under the Concession Agreement undertakes the services of PMC and technical auditor.</p> <p>Therefore, MCA is requested to remove this scope of services from the TA services under the present RFP and consequently remove the payment schedule related to the scope.</p>	As per Tender document
8.	General	Addition of Clauses	<p>Please note that the detailed agreement has not been provided under this RFP and we request authority to consider adding following the clause in the agreement:</p> <p><i>"i. IITGN ("Client") agrees that the .....("Bidder") shall not be liable to CLIENT for any losses for an aggregate amount in excess of the fees paid by CLIENT to the Bidder under the contract.</i></p> <p><i>ii. CLIENT shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third party claim in relation to or pursuant to the contract or the services.</i></p> <p><i>iii. CLIENT shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.</i></p> <p><i>iv. If Client is a restricted entity, please add the below clause :- CLIENT shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the</i></p>	As per Tender document



			<p>services; (iii) evaluating the adequacy and results of the services; (iv) accepting responsibility for the results of the Services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.</p> <p>v. The Bidder may terminate this contract by a written notice to CLIENT if the Bidder determines that a law, regulation or anything having a similar import, or a circumstance (including cases where Client's ownership or constitution has changed), makes the Bidder's performance of the contract impermissible or in conflict with independence or professional rules applicable to the Bidder . Upon termination, CLIENT agrees to pay the Bidder for all services performed up to the effective date of termination.</p>	
9.	General	-	It is requested that the Authority provide us with <u>atleast 3 weeks' time</u> from publishing of responses for us to prepare a proper and informed bid.	As per Tender document

TUSPL

Sr. No.	Ref Clause	Tender Clause	Queries	REMARKS
1.	3.1.1 Pg. 9	Annexure 1: General Terms of Reference (TOR)  Scope of Services (h) to (q)	In case of the <b>existing stadium</b> , which is a specialised structure, we request you to please arrange to provide the following details to enable us to bid in lumpsum,  a) As built Plans and Sections of the existing stadium and its stands b) Material and technical specifications c) Structural Audit Reports of existing stadium d) Structural Design Report of the existing stadium e) All Structural Details and drawings f) All Roofing Details g) Details of all utilities and services and their integration with structure. h) Detailed Area statement of the existing stadium, at each level along with sections of each stand i) Details of existing foundation work j) Existing parking calculation and Parking provision k) Detailed cost estimates along with item wise quantities	The consultant is suggested to visit the office of MCA to see whatever data is available with it.
2.	3.1.1 Pg. 9	Annexure 1: General Terms of Reference (TOR)	In case of <b>Club and Hotel</b> , we request you to please arrange to provide the following details to enable us to bid in lumpsum,  a) Plot Area Available for Hotel and Club	Tentatively 100,000 sq ft. but MCA is open to discuss these with the selected consultant during the feasibility study to make the project feasible
		Scope of Services (h) to (q)	b) Whether detailed design and engineering would be required for the Hotel and club? c) Whether Hotel and Club will be in a single complex with Stadium or on separated premises	As per Tender Document

3.	3 Pg. 8-9	Scope of Services	<p>Please arrange to provide the following details,</p> <ul style="list-style-type: none"> <li>a) Total Plot available with MCA, area of plot used by the existing Stadium and its parking, Area remaining which can be used for Development of Hotel and Club</li> <li>b) Existing Zoning of the land with MCA and planning authority under which it falls</li> <li>c) Approved Plan with FSI calculation for the Plot.</li> <li>d) Existing masterplan of the Site (if prepared)</li> <li>e) Topographical Plan and if consultant shall be responsible for carrying out topographical surveys</li> <li>f) Geotechnical Surveys if carried out, or if consultant has to consider the same in the financial proposal.</li> </ul>	The bidding consultants may visit the MCA office after making the bidding payment
4.	Pg. 44	Annexure 6:Financial Proposal	<p>The scope of services for the conceptual /Architectural Feasibility is very exhaustive. Stadiums are special structures, Hotels and Clubs vary in cost as per their sizing and positioning. Details required to estimate the lumpsum costs are also large. In absence of the above information regarding the project(s) it would not be possible to quote in lumpsum.</p> <p>Thus, it is requested that the financial proposal should be based on percentage of cost rather than lumpsum, as is the norm for Architectural buildings.</p>	The bidders shall quote their financial offer as per the revised "Annexure 6 : Financial Proposal as per Corrigendum 2".