

RESPONSE TO QUERIES FOR BID FOR SELECTION OF AN AGENCY FOR SETTING UP A HIGH PERFORMANCE CENTRE FOR ATHLETICS AT KALINGA STADIUM IN BHUBANESWAR, ODISHA

Reply to Pre Bid Queries – 1

S. No.	RFP Ref.	Content	Query / Point of clarification	Response of Client
1.	Section 2.2	Renewal of Contract	As per Section 2.2 (read with Part 2 of FIN-2), a Bidder is required to provide rates for the extended period of 3 years as well. It may not be feasible for the Bidder to envisage such rates for the subsequent period of 3 years at present. Accordingly, we request that the Bidders not be required to provide such rates for the subsequent period of 3 years. At the very least, given that such rates for extended period are not relevant for evaluation of the Financial Proposal, we request the Client to clarify that such rates for the extended period of 3 years would be merely indicative and not binding on the successful Bidder.	RFP conditions prevail.
2.	Section 2.2	Right of First Refusal	<input type="checkbox"/> As the Agency would have to deploy substantial resources for provision of the Services, a short term of 3 years may not be sufficient for the successful Bidder. <input type="checkbox"/> Accordingly, in the event the Client and the Agency are unable to mutually agree upon revised terms for the extension of the Contract, and the Client proposes to award the contract for the subsequent years to any other Person (including by issuing a request for proposal afresh) then, before awarding the contract for the extended	RFP conditions prevail.

			<p>period to such Person, we request that Client should offer the same to the Agency on the same terms and conditions as offered to such Person and provide it with the right of first refusal on the same. We request the Client to amend the RFP to include the above.</p>	
3.	Section 2.4(d), Section 24 and Section 33	Performance Security	<p>We request the Client to please confirm that the successful Bidder will be required to provide the Performance Security only on execution of the Contract, and not before.</p> <p>We further request the reconsideration of the amount of the performance security. It is not possible for us to lock in 10% of the contract value, which is a very significant amount of money, for 3 years, and in order for us to be able to bid, we request this amount to be reduced to 1% of the contract value.</p>	Kindly refer corrigendum 1
4.	Section 2.4(f), Section 14 (b), Section 20(a)	Scope of Services/ obligations	<p><input type="checkbox"/> The Bidders would determine their costs and submit their bids on the basis of the scope of Services/ obligations of the Agency, as identified in the RFP. Request the Client to please clarify that there would be no change in the scope of Services/ obligations of the Agency, as identified in the RFP; either prior to the issuance of the letter of award or thereafter.</p> <p><input type="checkbox"/> At the very least, we request the Client to clarify that the Bidder shall be permitted to submit a revised Proposal or withdraw the existing Proposal, if there is a change in scope of Services/ obligations during the Proposal validity period. Further, we request the Client to also clarify that the</p>	The RFP provides for payment for additional scope. Kindly refer section 6.9

			EMD deposited by the Bidder shall not be forfeited for such permitted revision/ withdrawal of the Proposal.	
5.	Section 7, Section 14	Acknowledgement by the Bidder – satisfaction of the Contract	The provisions in Section 7.1(iii) and (v) about the Bidder having satisfied itself with the Contract and being bound by the terms of the Contract should be deleted, as the Bidder has no visibility on the Contract. Similarly, the provision in Section 14 that the Bidder must have requisite skills to undertake the tasks specified in the Contract should be deleted. The respective provisions should be restricted to the contents of the RFP.	Kindly refer corrigendum – 1 for the draft contract.
6.	Section 13	Key Experts / Support Staff precluded from participating in more than one Proposal	Some of the Key Experts/ Support Staff that may be identified by the Bidder may not be employed by the Bidder, and such persons may be independent service providers. Accordingly, it may not be possible for the Bidder to ensure that such Key Experts/ Support Staff do not also participate as Key Experts/ Support Staff in any other Proposal. Accordingly, we request that the stipulation that Key Experts/ Support Staff should not be part of more than one Proposal be deleted. At the very least we request the Client to clarify that if a Key Expert/ Support Staff participates in more than one Proposal, the respective Proposals shall not be deemed to be un-responsive or disqualified on this ground.	Kindly refer corrigendum – 1 for details
7.	Section 14	Expert Pool and Substitution of Expert Pool	The RFP already provides that in the event a Key Expert is required to be replaced, the Bidder shall ensure that a replacement is provided with equivalent or better	Kindly refer corrigendum - 1

			qualifications and experience. Accordingly, we request that if such replacement is required to be made, the Client should not have the discretion to reject the replacement on the ground of “the reasons provided for replacement of the Key Expert are unacceptable to the Client”. Accordingly, we request the Client to suitably amend Section 14.	
8.	Section 14	Sub-contracting	The term “non-core activities” is not clear. We request the Client to clarify that the Bidder will be permitted to sub-contract any part of the Services to any Person without the need to seek consent of the Client.	RFP conditions prevail.
9.	Section 15	Clarifications and Amendment of the RFP	We request the Client to confirm that the clarifications provided by the Client in writing will have the effect of amending the RFP.	All reply to queries, corrigendum and corrigendum prior to expiry of bid submission date shall form part of the RFP amended to that effect.
10.	Section 19	Return of EMD	<input type="checkbox"/> We request that the EMD of the unsuccessful Bidders be returned immediately on the execution of the Contract with the Agency or otherwise in accordance with the terms of the RFP. We, accordingly request, that the Client should not hold on to the EMD for up to a period of 1 month from the award of the Contract. <input type="checkbox"/> Further, we request that the EMD of those Bidders whose Financial Proposals are not opened be returned simultaneously with the return of the unopened Financial Proposals.	RFP conditions prevail
11.	Sections 20 and 33 read with the format of the Bank	Forfeiture of EMD	We request the Client to clarify that EMD of the first ranker Bidder (or any other Bidder with which the Client has commenced negotiations in accordance	RFP conditions prevail

	Guarantee		with the terms of the RFP) will not be forfeited for failure to sign and return the letter of award or failure to execute the Contract; if such failure is due to result of lack of consensus in the negotiations between the Client and such Bidder. Consequently, we request that the format of the Bank Guarantee for the EMD be also suitably amended.	
12.	Data Sheet, Section 17	Taxation	The reference to direct taxes payable by the Agency in connection with the supply of goods and Services is not clear. In our view, this should only read 'Any direct taxes payable by the Agency will be borne by the Agency' and we request the Client to please amend the provision accordingly.	RFP conditions prevail
13.	Data Sheet, Section 19(a)	EMD Amount and validity period	<p><input type="checkbox"/> We submit that the EMD amount of INR 50,00,000 is extremely high and onerous and may deter bidders from submitting a Bid; thus, adversely affecting the competitive nature of the RFP. Accordingly, we request that the EMD amount be reduced to INR 5 lakhs;</p> <p><input type="checkbox"/> As per Section 19(c), the EMD submitted must remain valid till the validity of the Proposal; which period is 90 days from the due date of the Proposal. However, the Data Sheet provides that the EMD must be valid for a period of 150 days. We request that the DataSheet be amended to clarify that the EMD must remain valid for 90 days from the due date of the Proposal (or any extension of the validity period of the Proposal)</p>	Kindly refer corrigendum - 1
14.	Section 31	Financial Negotiations	As this is a competitive bid where the Bidders are submitting the most	RFP conditions prevail

			competitive bid, we request that the Client should not negotiate the Agency's Financial Proposal. Accordingly, we request that Section 31 be deleted in its entirety.	
15.	Section 33(c)	Agency's obligations effective only after signing the Contract	While the RFP mentions September 2018 as the tentative date for commencement of assignment under the RFP, we request the Client to confirm that the obligations of the Agency / highest ranking bidder shall commence only upon execution of the Contract.	Ok. Accepted
16.	Section 2, Appendix 1	Qualification Document and Proposal Submission Form	<input type="checkbox"/> In paragraph (o) the reference to 'draft Contract' should be deleted, as the Bidder has no visibility on the draft Contract. <input type="checkbox"/> We request the Client to delete paragraph (q) which requires the Bidders to waive rights and remedies available under law.	Kindly refer corrigendum 1 for draft contract document
17.	Section 2, Appendix 3	Format of Bank Guarantee	We request the Client to delete the reference to 'draft Contract' in the format of the Bank Guarantee as well.	Kindly refer corrigendum 1 for draft contract document
18.	Section 6, Paragraph 6.6	Support provided by Client	The Bidder will submit bids on the understanding that the Client will provide support as specified in the said Paragraph 6.6. We request the Client to confirm that any failure on the part of the Client to honour the commitments set out in in the said Paragraph 6.6 will result in: (a) the Client bearing the additional costs at actuals; and (b) the Agency being equitably compensated (in addition to a change in the fees payable by the Agency) due to failure in provision of such support.	RFP conditions prevail.
19.	Clause 6.3 (p); Terms of	Creation of revenue	As noted in Paragraph 2.1 of the Introduction, the purpose of this RFP is	Kindly refer corrigendum - 1

	Reference	opportunities	only to appoint a reputed company/ LLP to establish a High Performance Program. Accordingly, creation of revenue opportunities should be considered to be an entirely separate scope of work and should not, in our view, be a part of this RFP.	
20.	Clause 6.6 (k); Terms of Reference		We request you to confirm whether the selected Agency will be consulted in respect of any additional revenue opportunities that the Client seeks to exploit at the centre as rights granted under the same may affect the operation of the High Performance program. Please also see above, our note in respect of Clause 6.3 (p) of the Terms of Reference.	RFP conditions prevail. However, the revenue opportunities will be also be explored in consultation with the Agency
21.	Clause 6.8 ; Terms of Reference	Release of Payment	We request the Client to provide a clear list of documentation required to be submitted by the selected Agency in order to have the payments due to it released in a timely manner by the Client, so as to enable it to continue providing services in a timely manner.	Kindly refer draft contract provided as corrigendum - 1
22.	Clause 6.5 and 6.6; Terms of Reference	Provision of equipment	While Clause 6.5 of Terms of Reference states that it shall be the responsibility of the Agency to provide the equipment listed therein, Clause 6.6 of the Terms of Reference states that the Client will provide, at no cost to the Agency, the required equipment. We request you to please clarify as to which party is expected to bear the cost?	Kindly refer corrigendum – 1
23.	Section 17 (iv); Section 17 (v); Form Tech-4	Curriculum Vitae and Declaration	We request that the Bidder not be required to provide the curriculum vitae and declaration from the non-technical staff	The CVs will be required for evaluation for all in the Expert pool and the Key Athletics coaching functionaries at the

			such as wardens, peons, housekeepers etc. We further request the Client to clarify the personnel for which this will be required to be submitted by the Agency.	Academy including Operations Director, Athletics Manager, International Coach, other coaches, lead Sports Scientist, Lead Physiotherapist, Nutritionist, Sports Psychologist.
24.			Under Expert Pool - What are the roles of the people for the three months? what is the rationale behind for choosing the expert for 3 months/2 months/1 month? Sports Physician is just for three months?	The on-ground permanent staff is envisaged under Programme Support Team. The Expert Pool is supervisory and guidance staff. The tentative man month is an estimate by the client. Any further requirement may be looked into at a later stage.
25.			Under Form Fin -3 (iii) Fitness Equipment - We know there are two Gym facilities full equipped available - What does the Fitness Equipment means? Similarly Need clarifications	Refer section 6.5 for details. The Gyms available are shared by other athletes in the sports hostel also. Therefore, certain equipment may be exclusively required for this programme.
26.			Under Form Fin - 3 (iv) - Athlete Welfare and other consumables as a service - Education - What are the expenses covered under this and up to what level?	The programme has to cover the basic education requirement (school, college etc.) and corresponding expenses.
27.	Section 27 of ITB	Technical proposal (Envelope B)	The requirement of a bidder having trained Olympic athletes in track and field is, in our view, fairly onerous. May we request the Client to consider changing the requirement to training athletes that have won Olympic medals instead, given that the requirements for training top level athletes are generally similar.	Kindly refer corrigendum - 1
28.			Could we please be provided with a copy of the Client's PAN card and proof of address? The same is required in order for us to prepare the demand draft for EMD.	PAN Number of Deptt. of Sports & YS : AAAGS0091J The EMD to be prepared in favour of Deputy Secretary, Sports & YS Deptt., Govt. of Odisha

29.	Program Director	Delete the reference to 'hospital of repute'	Very few hospitals in India are running a quality sports science and medicine program. We request you to allow a person who has the other relevant experience prescribed to be the Program Director even if he/she does not have experience at a hospital.	Kindly refer Corrigendum - 1
30.	Relationship Manager	The number of years of experience be reduced to 2 with preference being given to individuals with more experience	We request you to allow a person with the requisite demonstrated ability to manage internal and external stakeholders, even if they have lesser years of experience.	Kindly refer Corrigendum - 1
31.	Data Analyst	Please consider that the reference to experience with international athletes should be preferential instead of mandatory.	Data analytics is an emerging field in India and international Indian athletes have only recently begun to embrace the field.	Kindly refer Corrigendum - 1
32.	Marketing	Reference to 'size and scale similar to the HPP' be deleted	There are very few high performance programs in India and therefore almost no people with similar experience. Please consider permitting persons with adequate experience in sports marketing instead.	Kindly refer Corrigendum - 1
33.	Legal	Reference to 'requisite registrations with a Bar Council' may be deleted.	In-house corporate lawyers are not permitted to hold registrations with the bar council. In order to make available legal professionals with the prescribed experience, we request this deletion.	Kindly refer Corrigendum - 1
34.	Sports Scientist	The reference to both a mandatory post graduate	Sports science is an emerging field in India and international Indian athletes have only begun to embrace the field recently.	Kindly refer Corrigendum - 1

		<p>qualification and an international qualification be deleted.</p> <p>The minimum requirement of 3 years of experience with international athletes be changed to a preferred requirement instead of a mandatory one.</p>		
35.	Sports Physiotherapist	The reference to mandatory registration as a chartered physiotherapist and to a master's degree may be deleted.	Most physiotherapists, including significantly experienced ones, do not have a Masters degree and are often not registered as chartered physiotherapists.	Kindly refer Corrigendum - 1
36.	Sports Physician	<p>The reference to undergraduate in Chemistry, Physics or Biology be deleted.</p> <p>The reference to MBBS degree from a university recognized by MCI may be deleted.</p>	The RFP already prescribes the requirements for a doctorate and significant experience so these additional qualifications would not be required.	Kindly refer Corrigendum - 1

37.	Strength and Conditioning Coach	The reference to major in Kinesiology may be deleted.	This is not a major that is undertaken by India's strength and conditioning coaches and is not a popular field of study in India.	Kindly refer Corrigendum - 1
38.	Athlete Manager	The reference to 'athlete management' may be deleted.	Several sports management professionals with significant soft skills and ability to manage upcoming athletes may have worked for organizations that do not deal with athlete management. In our view, these should not be disqualified for not having athlete management experience, as long as they have sports management experience.	Kindly refer Corrigendum - 1
39.	Skills and Education Manager	The experience be limited to a Bachelor's Degree	Education will be provided to athletes through educational institutions and this person will be required only to coordinate these services. The additional qualifications would impose an unnecessary cost burden on the program.	Kindly refer Corrigendum - 1
40.	International Sprint Coach	A qualification equivalent to IAAF Level 3 may also be considered adequate.	There are other qualifications of equal caliber pursued by some of the world's best international coaches.	Kindly refer Corrigendum - 1
41.	Local Sprint Coach	The qualification at Level 1 be considered adequate instead of Level 2.	There are almost no Indian coaches with Level 2 qualifications. An additional responsibility may be cast on the selected Agency to work towards having this coach gain Level 2 qualification.	Kindly refer Corrigendum - 1
42.	Local Middle Distance Coach	The qualification at Level 1 be considered adequate instead of Level 2	There are almost no Indian coaches with Level 2 qualifications. An additional responsibility may be cast on the selected Agency to work towards having this coach gain Level 2 qualification.	Kindly refer Corrigendum - 1
43.	Lead Sports Scientist	The reference to international	The bidder should have the option of providing either an international or Indian	Kindly refer Corrigendum - 1

		qualification being mandatory be deleted though additional preference may be given to the same.	personnel.	
44.	Assistant Sports Scientist	The reference to post graduate qualification be deleted. The reference to Olympic athletes be replaced with international athletes	This is a very onerous qualification for an assistant sports scientist. There are several highly qualified sports scientists involved in non-Olympic sports, whose experience could be brought to bear on the HPP, potentially at lower costs, without compromising on the required skills.	Kindly refer Corrigendum - 1
45.	Lead Physiotherapist	The requirement of a Masters degree be deleted.	This is a very onerous qualification for a physiotherapist.	Kindly refer Corrigendum - 1
46.	Strength and conditioning coach	The reference to major in Kinesiology may be deleted.	This is not a major that is undertaken by India's strength and conditioning coaches and is not generally a field of study in India.	Kindly refer Corrigendum - 1
47.	Lead Masseur	The reference to Kinesiology may be deleted. The reference to Govt. certification may be deleted.	A person with qualification in massage therapy would be adequate for the program. This is not generally undertaken by masseurs.	Kindly refer Corrigendum - 1
48.	Assistant Masseur	The reference to Kinesiology may be deleted.	A person with qualification in massage therapy would be adequate for the program. This is not generally undertaken by	Kindly refer Corrigendum - 1

		The reference to Govt. certification may be deleted.	masseurs.	
49.	Executive Chef	Other relevant experience instead of mandating a Bachelor's degree in culinary science may be considered Reference to experience of working with professional athletes be made preferential rather than mandatory	Reduces costs of personnel required for the program without compromising on quality	Ok. Accepted
50.	Wardens	Facility management experience should be preferred rather than being mandatory	Adequately qualified personnel without facility management experience could be brought into the program. For instance, this could include former coaches.	This will be accepted
51.	Finance	This requirement be deleted.	This service can be performed by the Admin Manager and supported by the staff of the Bidder if required, without appointing a full time person.	RFP conditions prevail
52.	HR	This requirement be deleted.	This service can be performed by the Admin Manager and supported by the staff of the Bidder if required, without appointing a full time person.	RFP conditions prevail
53.	Peon	This requirement be deleted	The bidder should be able to choose to appoint or not. It is a very small input into the program that can be removed from the	RFP conditions prevail

			bidding process.	
54.	Assistant Ladies Warden	This requirement be deleted.	The role can be performed adequately by the ladies' warden and supported by the admin manager / counsellor when required.	RFP conditions prevail
55.	Assistant Men's Warden	This requirement be deleted.	The role can be performed adequately by the men's warden and supported by the admin manager / counsellor when required.	RFP conditions prevail
56.	Executive housekeeper	This requirement be deleted and the Bidder be permitted to outsource these services.	These are not core services and may therefore be permitted to be outsourced.	RFP conditions prevail
57.	Assistant Housekeeper	This requirement be deleted and the Bidder be permitted to outsource these services.	These are not core services and may therefore be permitted to be outsourced.	RFP conditions prevail
58.	Facilities Manager	This requirement be deleted.	This service can be performed by the Admin Manager.	RFP conditions prevail
59.	Sous Chef	This requirement be deleted.	The role can be performed adequately by the head chef, with the actual preparation of food being outsourced to an agency.	RFP conditions prevail