

Delhi Development Authority

Corrigendum No. 1 to the Request for Proposal for Auction of license rights for a DDA land parcel located at Narela, Delhi, for Development and operations of a Multi Sports Integrated Stadium & Sports Complex

Sr. No.	Clause Reference	As appearing in the RFP and Schedule I of the License Deed		To be read as	
1.	Clause 1.1.2 (viii) of the RFP	Bid Processing Fee	Rs. 20,00,000/- (Rupees Twenty Lakhs) plus applicable Goods and Service Tax (GST)	Bid Processing Fee	Rs. 25,000/- (Rupees Twenty-Five Thousand) plus applicable Goods and Service Tax (GST)
2.	Multiple Clauses	Link: https://dda.enivida.com		To be read as: https://ddaland.etender.sbi	

Disclaimer:

Save and except the aforementioned amendments, all other provisions remain unchanged as mentioned in the RFP and Schedule I of the License Deed.

Responses to Queries raised by Potential Bidders on Request for Proposal for Auction of license rights for a DDA land parcel located in Sector - G3 & G4, Narela, for Development and Operations of a Multi Sports Integrated Stadium & Sports Complex

Queries Raised by Prospective Bidder # 1

Sl. No.	Query	Response
1	<p>RFP Clause No. 13.3 – Completion Certificate Page #128 of RFP under PROJECT COD of SCHEDULE I</p> <p>If the Development Works for the Licensed Premises is complete as per the Minimum Development Obligations and all the Operational Permits required for the commercial operations for the Licensed Premises have been received and the Licensee certifies in writing that the Licensed Premises can be safely and reliably placed in commercial operation, the Authority may, at the request of the Licensee, issue a completion certificate, specifying the details of the Licensed Premises which can be put to commercial use (the “Completion Certificate”).</p> <p>Requesting confirmation on whether the Completion Date shall be construed as the date of issuance of the Completion Certificate upon fulfilment of the Minimum Development Obligations.</p>	<p>Kindly refer Clauses 13.3 & 13.4 of the Schedule-I.</p>
2	<p>RFP Clause No 1.1.4. Background under INVITATION FOR PROPOSAL section, Page #11 & RFP Clause No 4.1.2 under Conditions Precedent Page #114 of RFP</p> <p>The Authority shall be responsible for:</p> <ol style="list-style-type: none"> a) Obtaining the necessary approvals within the timeline provided in Clause 1.3 below, relating to the removal of trees that are currently existing on the Plot Location as per the layout set out in the PIM; and 	<p>Kindly refer Clause 4 of the Schedule I and Clause 1.1.4 of the RFP.</p>

Queries Raised by Prospective Bidder # 1

Sl. No.	Query	Response
	<p>b) clearing such trees on the Plot Location in accordance with the approval received within such timeline as set out in the License Deed.</p> <p>Please confirm whether tree cutting falls within the Conditions Precedent of the Authority, since the CP list does not include it, whereas the RFP assigns this scope to the Authority</p>	
3	<p>RFP Clause No 18.3.2 Annual License Fee for the License Period under SCHEDULE I, Page #133 RFP & RFP Clause No 27 Expansion and Increase in Annual License Fee Page #147 of the RFP</p> <p>Please clarify the mechanism for recalculation of Annual License Fee in case the built-up area exceeds the Maximum Initial Built-Up Area and confirm whether any formula / multiplication factor under Article 27 is prescribed for such revision.</p>	<p>No change in the RFP. Kindly refer Clause 27 of the Schedule-I.</p>
4	<p>RFP Clause No 18.8 Maintenance of Project Security under the Section Consideration Payable by the Licensee of SCHEDULE I Page #134 of the RFP</p> <p>Requesting clarity on the highlighted part (relation of Project Security with Performance Security)</p> <p>a) Project Security: The Licensee shall, prior to the Appointed Date, open and create a fixed deposit for an amount equal to the one quarter of the ALF with a Bank (the "Project Security") in accordance with this Agreement</p>	<p>No change in the RFP. The said clause is self-explanatory and shall be read in conjunction with the RFP.</p>

Queries Raised by Prospective Bidder # 1

Sl. No.	Query	Response
	<p>b) Maintenance of Project Security: The Licensee shall maintain the Project Security for an amount equal to the one quarter of the ALF. The Licensee shall increase the amount of Project Security with such additional sum to ensure that the Performance Security is equal to one quarter of the ALF upon Escalation of the ALF at all times.</p>	
5	<p>RFP Clause No 29.4 Restriction on sub-letting under Rights to the Licensed Premises of SCHEDULE I Page #151-152 of the RFP</p> <p>The Licensee shall not sub-license or sub-let the whole or any part of the Licensed Premises, save and except as may be expressly set forth in this Deed; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Licensee to appoint Contractors for the performance of its obligations hereunder including for development, operation and maintenance of all or any part of the Licensed Premises.</p> <ul style="list-style-type: none"> • Sub-License agreement Draft if could be shared. • The clause is limiting in many sense affecting project returns. Ex. A 5 Star Hotel Development under License would not be able to sub-license its - "Theme Restaurants" to a specialist F&B Chain Operator - "Showroom" to a Luxury Car Brand / Dealership. We request dilution of the clause to accommodate any Sub-licensing, Sub-letting. 	<p>No change in the RFP. Kindly refer Clause 26.2.3 of SCHEDULE-I.</p>

Queries Raised by Prospective Bidder # 2

Sl. No.	Query	Response
1	Please clarify the permissible land use mix on the site. Specifically, what proportion (if any) can be used for commercial development (retail, F&B, hospitality, etc.) alongside sports infrastructure?	Kindly refer APPENDIX-X (Part A Project Information Memorandum) and ANNEXURE D - SPECIFICATIONS AND STANDARDS.
2	Apart from the International Cricket Stadium and Olympic-size Swimming Pool, are there minimum mandatory sports infrastructure requirements, or is there flexibility in phasing and mix of facilities?	Kindly refer ANNEXURE D - SPECIFICATIONS AND STANDARDS
3	Can the developer sub-lease or license out commercial spaces and sports activities within the project?	Kindly refer Clause 26.2.3 of SCHEDULE-I.
4	Are there any restrictions on branding, naming rights, sponsorships, and advertising within the complex?	Kindly refer Clause 5.6 of SCHEDULE-I and point 8 of APPENDIX-XIII
5	In case of delays due to approvals or site readiness, will there be any relief or adjustment in ALF obligations?	Kindly refer Clause 4 of SCHEDULE-I.
6	Can you clarify the timeline and conditions under which Performance Security may be invoked or released?	Kindly refer clause 9 of the Schedule-I.
7	If there are delays in tree clearance or statutory approvals, how will this impact construction timelines and obligations?	Kindly refer Clause 4 of SCHEDULE-I.
8	Is there any provision for extension of construction timelines under force majeure or external delays?	Kindly refer Clause 12, 13 and 20 of SCHEDULE-I.
9	Are there any pre-existing approvals already obtained for the site (zoning, environmental, etc.)?	Kindly refer the RFP.
10	Will DDA assist in obtaining: a) Utility connections (water, power, sewage)? b) External infrastructure connectivity?	Kindly refer the Clause 1.1.5 of the RFP.
11	In case of early termination (for reasons not attributable to the Licensee), what is the compensation mechanism?	Kindly refer the Clause 24.1 of SCHEDULE I of the License Deed.

Queries Raised by Prospective Bidder # 2

Sl. No.	Query	Response
12	Can eligibility requirements be split across consortium members (i.e., one member provides financial strength, another technical experience)?	Kindly refer Clause 2.2 of the RFP
13	Post-award, is it possible to introduce additional investors or strategic partners at the SPV level?	Kindly refer Clause 2.3 of the RFP.
14	Can experience from associate/group companies be fully considered for qualification?	Kindly refer Clause 2.2 of the RFP
15	Can consortium members split eligibility (financial vs technical)?	Kindly refer Clause 2.2 of the RFP

Queries Raised by Prospective Bidder # 3

Sl. No.	Query	Response
1	Total 4 parties can be a part of the consortium. Please confirm whether the credentials of all consortium partners shall be considered while evaluation of the bid or only for the lead member.	Kindly refer Clause 2.2 of the RFP
2	DDA shall provide the single window clearance for all the statutory approvals instead of keeping the same in successful bidder's scope.	No change in the RFP. Kindly refer Clause 1.1.5 of the RFP
3	Please confirm whether the successful bidder can sub contract the work	Kindly refer Clause 29.4 of the Schedule-I.
4	Timelines for the completion of Minimum Development obligations (MDO) is 3 years. Please confirm whether successful bidder can complete the non-sporting facilities earlier (before 3 years) and start generating the revenue. If the answer is yes, in that case annual license fee shall be paid only after the completion of the MDO.	Kindly refer Clause 18.3 of the Schedule-I.

Queries Raised by Prospective Bidder #4

Sl. No.	Query	Response
1	We request the Authority to kindly share the draft Concession Agreement which the selected bidder will sign so that detailed terms and conditions of the Concessionaire may be evaluated.	No change in the RFP.
2	<p>Annexure D - Specifications and Standards (ii. Outdoor Stadium - Mandatory Facilities) Page #169 of the RFP</p> <p>Does the Stadium need to be compliant with any standards such as ICC International Cricket Stadium standards, etc.</p>	Kindly refer ANNEXURE D - SPECIFICATIONS AND STANDARDS
3	<p>Annexure D - Specifications and Standards (iii. Indoor Sports Facility - Mandatory Facilities) Page #169 of the RFP</p> <p>Is there a minimum seating requirement for the indoor sports facility?</p>	Kindly refer ANNEXURE D - SPECIFICATIONS AND STANDARDS
4	<p>Annexure D - Specifications and Standard (Club House rooms - Mandatory Facilities) Page #169 of the RFP</p> <p>Is there a minimum standard for the quality of clubhouse rooms (5-star/ etc.)</p>	Kindly refer ANNEXURE D - SPECIFICATIONS AND STANDARDS
5	<p>Clause 1.3 - Schedule of Bidding Process: 15, Page #15 of the RFP & Annexure E - Performance Security Page #64 of Schedule I of the License Deed under Appendix XIII</p> <p>Description: Performance Security is equal to H1 ALF We request the Authority to kindly consider capping it Q1 ALF instead considering the high-up front cost. This will enable the Licensee to manage cash flows towards the project in a more reasonable manner.</p>	No change in the RFP.
6	<p>Clause 12 - Development Of Licensed Premises Page #127 & Clause 4.3 - Damages for delay by the Licensee Page #115</p>	No change in the RFP

Queries Raised by Prospective Bidder #4

Sl. No.	Query	Response
	We request the Authority to kindly consider capping the total LDs to 5-10% of project cost.	
7	<p>Clause 12.1.2 - DEVELOPMENT OF LICENSED PREMISES Page # 21 of the RFP</p> <ol style="list-style-type: none"> 1. We request the Authority to kindly clarify if delays arising from external approvals be exempt from LDs? 2. We also request confirmation that construction timeline of 36 months will begin from date of start of construction and may be extended for regulatory/ environmental delays. 	Kindly refer Clause 4, 12, 13 and 20 of SCHEDULE-I.
8	<p>Clause 13.4 - Project COD Page # 23 of the RFP</p> <p>We request the Authority to confirm if the phased completion and phased COD allowed so that the Licensee can begin commercial operations during the construction period.</p>	Kindly refer Clause 12 of SCHEDULE-I.
9	<p>Clause 29.4 - Rights To the Licensed Premises Page # 45 - 46 of the RFP</p> <p>Under Sub-Licensing: We request the Authority to confirm that Licensee has rights to sub-license segments such as retail, F&B, academy, sports shops, hotels to commercial partners/ vendors</p>	Kindly refer Clause 26.2.3 of SCHEDULE-I.
10	We request the Authority to kindly clarify if monetization of naming rights for the entire complex or its sub-parts are allowed.	Kindly refer Clause 5.6 of SCHEDULE-I.
11	<p>Clause 23.3.2 - Termination Page # 36-37 of the RFP Miscellaneous</p>	No change in the RFP

Queries Raised by Prospective Bidder #4

Sl. No.	Query	Response
	We request the Authority to kindly clarify if in case of Authority Default, can compensation include lost profits or debt due	
12	<p>ANNEXURE B - LICENSED PREMISES Page # 61 of the RFP Miscellaneous</p> <p>We request the Authority to kindly share any GIS drawings, utility maps and demarcation documents for accurate project planning.</p>	No change in the RFP. Kindly refer Annexure-B of the License Deed.
13	<p>Clause 3.2.1 - Terms Of License and License Period Miscellaneous Page # 07 of the RFP</p> <p>We request the Authority to kindly clarify if the current License Period of 55 years be extended to compensate for prolonged Force Majeure events.</p>	Kindly refer Clause 4 of SCHEDULE-I.

Queries Raised by Prospective Bidder #5

Sl. No.	Query	Response
1	<p>Clause 1.1.1 Ancillary Facilities under Project Scope & Development Obligations & Clause 1.1.2</p> <p>(i) mention the development of a Multi Sports Stadium "along with ancillary facilities". Can the Authority provide an exhaustive list or a predefined percentage of land/built-up area allowed for commercial ancillary facilities (e.g., retail, sports hostels, or F&B) to ensure financial viability?</p> <p>(ii) Includes "redevelopment, repair, improvement, renovation" in the definition of Development. Does this imply there are existing structures on the 75-acre plot that must be integrated, or is this a greenfield project?</p> <p>Appendix XIV is referenced for "Development Obligations". Will the Authority provide international standards (e.g., FIFA, ICC, Olympic) that the stadium must adhere to?</p>	<p>Kindly refer the RFP (Annexure D- Specifications & Standards)</p>
2	<p>Clause 1.1.2 xii. states Performance Security will be equal to the "H1 Bid value." Please clarify if this refers to the annual license fee amount or the total value over a specific period. If it is the annual fee, will it be adjusted annually as the license fee escalates?</p> <p>(x) mentions an Upfront Fee of ₹19.41 Crores plus GST Is this fee adjustable against future annual license fees, or is it entirely over and above the H1 bid amount?</p> <p>Clause 1.2.11</p>	<p>Kindly refer Clause 9 of the Schedule-I and Annexure-I of the License Deed.</p>

Queries Raised by Prospective Bidder #5

Sl. No.	Query	Response
	Mentions the ALF will be "escalated on a periodic basis" per Article 18.3 of the License Deed. What is the fixed percentage or formula (e.g., WPI/CPI linked) for this escalation to allow for long-term financial modelling?	
3	<p>Clause 2.6.1 Site Conditions & Handover Page #31</p> <p>g. states the Plot Location is handed over on as-is-where-is- basis. Does this include responsibility for removing any existing encroachments or underground utilities not mentioned in the Project Information Memorandum (PIM)?</p>	Kindly refer Clause 10.4 of the Schedule-I.
4	<p>Clause 1.1.4 of INTRODUCTION under INVITATION FOR PROPOSAL Page #9</p> <p>States that the Authority shall be responsible for:</p> <p style="padding-left: 40px;">b. clearing such trees on the Plot Location in accordance with the approval received within such timeline as set out in the License Deed.</p> <p>If there is a delay in DDA clearing these trees beyond the 30 days post-LOA, will the 36-month construction period be extended accordingly?</p>	Kindly refer Clause 1.1.4 of the RFP along with Clause 4.2 of the Schedule-I.
5	<p>Clause 2.1.2 General terms of Bidding Process Page #16</p> <p>Clause 2.1.2 mentions the PIM is for "preliminary reference" only. Will the Selected Bidder be allowed a specific period for detailed soil testing before the Appointed Date to identify potential "latent conditions" that might impact construction costs?</p>	Kindly refer to Clause 2.5 of the RFP.
6	<p>Clause 1.1.5 of INTRODUCTION under INVITATION FOR PROPOSAL Page #11</p> <ul style="list-style-type: none"> • The construction period is 36 months from the Appointed Date. Given the scale of a 75-acre integrated complex, what is the "cure period" 	Kindly refer Clauses 4 & 20 of the Schedule-I.

Queries Raised by Prospective Bidder #5

Sl. No.	Query	Response
	<p>allowed for delays caused by force majeure or delays in statutory approvals where DDA's support is required under clause 1.1.5?</p> <ul style="list-style-type: none"> The timeline for the "Appointed Date" is tied to tree clearance and payment of the first installment (T3 + 30 days). Please clarify if all "Conditions Precedent" must be met by both parties before the 36-month clock starts. 	
7	<p>Clause 2.2.4 (ii)(e)(iv) under section Technical Capacity Page #25</p> <p>requires the Lead Member to hold 26% equity until the 5th anniversary of COD. Can a member exit earlier if they are replaced by an entity of equal or higher financial/technical standing, subject to DDA approval?</p>	Kindly refer to Clause 2.3 of the RFP.
8	<p>Clause 2.3.1 Change in Ownership Page#28</p> <p>The Clause prohibits Change in Ownership without written consent. Does this restriction apply to the parent company of a bidder if the bidder is a 100% subsidiary?</p>	Kindly refer to Clause 2.3 of the RFP.
9	<p>Clause 1.1.6</p> <p>The clause states the project must be transferred back after 55 years. What are the specific "handover conditions"? Will there be a requirement for a "Residual Life Certificate" for the structures at the time of transfer?</p>	Kindly refer to Clause 24 of Schedule-I.
10	<p>Beyond the Annual License Fee, is there any additional revenue-sharing requirement (e.g., a percentage of gross revenue) for non-sports activities held at the stadium?</p>	Kindly refer to Clause 18 of Schedule-I.