

**CLARIFICATIONS SOUGHT BY THE INTENDED BIDDERS TILL 23.07.2024 05.00 PM AND
RESPONSE FROM THE DDCA**

Name of the Party : **Samavist Energy Solutions Pvt. Ltd.**

Sr. No	Term of NIT	Clarification sought by Party	Clarification by DDCA
1	The Bidder must be a Company registered in India having its registered office in Delhi.	Bidding company is a wholly owned subsidiary and is a Indian company but not registered in Delhi. But its parent company is registered in Delhi and having Registered office in Delhi, will the Bidding Company be allowed to Bid.	Please refer to clause 2 (page-7) and clause 3.1(a) (page-7) of the NIT. No further clarification is required.
2	Page 18 item no 7 & 9 there is a requirement of Bank Guarantee valid for 24 months for an amount equal to 1 years advance payment.	A) Can a company with a net worth of more than 100 crore be allowed to give Corporate Guarantee instead of Bank Guarantee. B) Also the time line of submission of Bank Guarantee within one day is very tight & difficult to organised by all the franchisees.	Bank guarantee can be furnished within 2 weeks.
3		Base price is 8 Crore and lets say if some body bids for Rs. 8.5 Cr. In the auction then he has to pay difference amount of Rs. 50 Lacs after deducting 10% TDS U/s 194J on Rs.8.5 Cr. franchisees fees which comes to Rs. 85 Lacs, in such scenario how will excess paid of Rs. 35 Lacs DDCA will be adjusted.	Adjustments would be made as may be permissible

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Name of the Party : **SISL Infotech Private Limited**

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1	<p>Franchise Sale/Listing:</p> <p>Franchisees and/or the owners of Franchisees shall (after a minimum period of one year) be entitled to sell their Franchise to a third party or to effect a transfer of a controlling interest in the company which (directly or indirectly) controls the Franchisee subject to compliance with the pre-conditions to any such sale set out in the Franchise Agreement including obtaining prior approval. Transfer shall be subject to payment of transfer facilitation fee of 10 percent of the total sale value. The transferee shall be required to fulfill all condition as maybe prescribed by the DDCA for such transfers.</p>	<p>It is clear that the franchise owner will be entitled to sell their franchise after a minimum period of one year.</p> <p>We request clarification on whether the franchise owner is permitted to dilute equity or sell a minority stake, and if so, whether there is a minimum period fixed for doing so.</p>	<p>Any change in holding or dilution would be permitted after 1 year and shall be in as per policy which DDCA implement in this regard.</p>
2	<p>Term:</p> <p>The successful Franchisee will be granted the right (and will accept the obligation) to operate a Team for five seasons of DDCA or</p>	<p>We assume that successful franchise owners will own the team for a lifetime after the initial 5+3 year term period and will need to pay the franchise fee again</p>	<p>Renewal after 5 or 8 years as the case may be shall be subject to revision of the</p>

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	<p>five years, whichever is earlier, which includes the current season/year and may be extended for another term for three seasons/years at the sole discretion of DDCA. However, DDCA reserves the right to terminate the contract in the event of default/breaches as may be specified in the Agreement to be executed with successful Bidder.</p>	<p>for subsequent periods. Please confirm this and provide further details regarding the ownership rights of the team, as well as the process for franchise renewal, including fee details.</p> <p>Since the franchise owner will invest a significant amount over the 5+3 year term, we request you to elaborate more on the recovery of investment and increasing the team's value over the 8-year period</p>	<p>franchisee fee as may be decided by DDCA. Revision can be 5-15 percent depending upon prevalent situation.</p>
3	<p>Part – D – Details regarding the payment of Tender cost & Basic Reserve Price:</p> <p>1. Details of payment of the cost of INR 50,000 inclusive of 18% GST towards the tender document (Name of the Remitter, Bank and date/Bank draft No., drawing bank and date</p> <p>2. Details of payment of the Basic Reserve Price of Rs. 8 crores (Name of the Remitter, Bank and date/Bank draft No., drawing bank and date</p>	<p>It is given that Tender fee and Reserve Price can be paid by DD / online through NEFT / RTGS and UTR number to be provided for the same. However, Bank Detail not given for online transfer. Please share complete bank detail alongwith IFSC code to transfer the amount through NEFT / RTGS.</p>	<p>Bank details are as below:</p> <p>Bank Account No : 90171010002360 Bank Name : Canara Bank Branch : IP estate IFSC Code : CNRB0019017</p>

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Name of the Party : **Big Daddy**

Sr. No	Clarification sought by Party	Clarification by DDCA
1	Our Company has a registered office in Delhi but has operations in GOA and Gurugram. We have not obtained GST Registration in Delhi. We have GST registration in GOA and Gurugram. We want to know whether we are eligible to apply for the bid as we do not have GST Registration in Delhi.	The registered office of the bidder shall be in Delhi. Refer clause 2 & 3 of NIT
2	<p>Referring Page No. 9 (Clause 3.2 ('C)) of Notice Inviting Tender: "Bidders (including its directors and Promoters) (i) should not be engaged in illegal betting or gambling services or products in India; (ii) should not provide any unlicensed betting or gambling services or products; (iii) should not have any investment or ownership interest in any Person engaged in any of the above activities.; and (iv)These conditions are also to be satisfied by the Bidder and Parent Company in case Bidder is a Wholly owned Subsidiary Company; and each member of the Consortium/joint venture, in case Bidder is a Consortium/joint venture".</p> <p>We are into Casino business in GOA where we have a license to operate casinos from the government of GOA. We want to know our eligibility criteria regarding the clause above. In our opinion, we are eligible to apply because we are into gambling business in goa which has been permitted by GOA government and it is not illegal gambling services in GOA.</p>	Refer to NIT. No further clarification is required.