Directorate, Sports & Youth Welfare, Chhattisgarh

(37TH National Games, C.G. National Games Secretariat Society)

Khel Bhawan, Near of Science College, Raipur (Chhattisgarh)
Phone No.- 0771-2262177 & 78, Email ID- cg37ng@gmail.com

NOTICE INVITING TENDER(4th call)

No. NIT/01/2013-14/149 Raipur Dated : 13 / 01 /2014

Director, Sports & Youth Welfare & C.E.O. National Games, invites sealed tenders in two bid system (Technical bid and Financial bid) for following on behalf of C.G. National Games Secretariat Society, Raipur (CG) :-

RFP document can also be downloaded from our website **cg.gov.nic.in.**

No.	Particulars
1	Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games, in the State of Chhattisgarh

The RFP document may be obtained from office of the undersigned on payment of Rs. 10000/- (Rs Ten Thousand only) (**Nonrefundable**) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank in favor of **Secretary CG National Games Secretariat Society Raipur**. RFP document can also be downloaded from our website cg.gov.nic.in. In case the tender document is downloaded, tender cost (Rs. 10,000/) should be submitted along with the bid separately, failing which the bid will be rejected

Tender Schedule is as under -

1-	Last date of sale of tender document	-	14-02-2014 Up to 17.00 Hours
2-	Last date and Time of Submission of Bid	-	15-02-2014 Up to 15.00 Hours
3-	Date and Time of Opening of Technical Bid	-	15-02-2014 16.00 Hours
3-	Earnest Money Deposit	-	Rs.2,00,000/- (Rs.Two Lacs)

All Corrigenda/addenda/amendments/ time extension/clarification etc will be hosted on above website(s) only & will not be published on in any other media. Bidders should regularly visit the above website(s) to keep themselves updated.

Right of acceptance/rejection of any or all tenders reserved with the society.

sd/-
Director & C.E.O.(CGNGSS)
Sports & Youth Welfare,

Request for Proposal

RFP No:	**01/2013-14**
Project Name:	Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games, in the State of Chhattisgarh
Name of the Client:	C.G. Games Secretariat Society, Raipur Chhattisgarh
Title of Consulting Service:	Consultant for Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games, in the State of Chhattisgarh,

Section 1: - Notice Inviting Tenders

NOTICE

a. The state of Chhattisgarh shall be responsible for hosting 37th National Games. For planning, implementing and organizing the National Games, C.G. National Games Secretariat Society (The Society) has been incorporated on July 01, 2010, by Government of Chhattisgarh. The Governing body of the Society is presided by the Honorable Chief Minister of the State. The Executive committee of the Society is headed by the Chief Secretary of the State.

b. The Client invites proposals from reputed and experienced firms to prepare a 'Detailed Project Report" for 37thNational Games in the State of Chhattisgarh.

c. After Technical qualification**, Quality & cost based selection (QCBS)** process will be followed, as described in this RFP.

d. The RFP includes the following documents :

Section 1 - NIT

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6- Standard Form of Contract

e. RFP documents are available at the **Chief Executive Officer ,Chhattisgarh National Games Secretariat Society ,C/o Office of The Director, Sports & youth Welfare Department, Khel Bhavan, Near Science college ,PO –RAIPUR ,Chhattisgarh PIN- 492 001 INDIA Tel. No.-2262177 address till 14-02-2014 up to 17.00 Hours**

f. The completed RFP may be submitted at the following address up to the specified date and time.

Address of submission of proposals:

Chief Executive Officer, C.G. National Games Secretariat Society
C/o _ Office of The Director, Sports & youth Welfare
Khel Bhavan, Near Science College, PO –RAIPUR,
Chhattisgarh PIN- 492001 INDIA

Last date of sale of tender document; 14.02.2014 up to 17.00 Hours

Last Date and time of submission of Proposals/Bid: 15/02/2014 up to 15.00 Hours

Date & Time of opening of Technical Bid: 15/02/2014 at 16.00 Hours

Section 2: Instructions to Consultants

PART-I: Preface

The Client will be organizing the 37th National Games at Chhattisgarh. Organizing multi-sport events have multiple impacts on the host city and adjoining regions; economic, environmental, social-cultural and political, and thus they automatically draw the attention of many stakeholders. The Client seeks to host the National Games by showcasing the principles, examples and good practices of sustainable development through minimizing the overall environmental footprint and manage the negative social-economic impacts in a responsible manner and promoting co-operation and interaction among different stakeholders associated with the event. The event will enable the Client to

a. Raise the profile of the event and showcase State's ability in designing and organizing "Sustainable Games"
b. Maximize goodwill through robust stakeholder engagement processes
c. Create more environmentally sustainable infrastructures
d. Contribute to India's vision of inclusive growth

With the above objective, Client intends to prepare a Detailed Project Report (DPR) and Feasibility Study for the project through reputed Consultancy Firms/ Consortia having proven track record of experience in similar areas.

1.0 Introduction

1.1 Client, named in the Data Sheet, will select a consulting firm/organization (the Consultant) from the participating firms, in accordance with the method of selection specified in the Data Sheet.

1.2 The short listed Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment, named in the Data Sheet. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with the social conditions and take them into account while preparing their proposals. To obtain first-hand information on the assignment and social conditions, Consultants are advised to attend a pre-proposal conference as specified in the Data Sheet. . Consultants should note the details mentioned in the Data Sheet.

1.4 Client will provide no cost to the Consultants for providing any input. Consultants need to carry out the service and any documents should be obtained at their cost.

1.5 Consultants shall bear all costs in connection with the preparation and submission of their proposals and Contract negotiation, site visits, attending pre-bid conference etc.

1.6 Client may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for *bona fide* reasons, which will be notified to all the Consultants participating in the tender. Further Client hereby reserves its right to annul the selection processes at any time prior to the Contract award without assigning any reason whatsoever and without incurring any liability towards the Tenderers.

2.0 Fraud / Corruption

2.1 Client requires that the Consultants participating in the selection process adhere to the "highest ethical standards, both during the selection process and throughout the execution of the contract. in pursuance of this policy, Client:

a) defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;

ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;

iii. "collusive practices" means a scheme or arrangement between two or more Consultants with or without the knowledge of Client, designed to establish prices at artificial, noncompetitive levels;

iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

b) Client will reject a proposal for award if it comes to know that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and

c) Client will terminate the Contract, if already awarded and will declare the Consultant ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

2.2 Consultants shall be aware of the provisions on fraud and corruption prescribed in the specific clauses in the General Conditions of Contract.

3.0 Only one Proposal

3.1.1 Joint venture or consortium of firm is not allowed.

3.1 Participating Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified. However, this does not limit the participation of the same including individual experts, in more than one proposal.

4.0 Proposal Validity

4.1 The Data Sheet indicates how long Consultants proposals must remain valid after the submission date. During this period, Consultants shall ensure the availability of professional staff nominated in the Proposal. Should the need arise; however, Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their proposals.

5.0 Clarification and Amendment of RFP Documents

5.1 Consultants may request for clarifications on any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the address indicated in the Data Sheet. Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should Client deem it necessary to amend the RFP as a result of a clarification, it shall do so by following the procedure.

5.2 At any time before the submission of Proposals, Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5.3 Pre Bid Meeting:- Pre Bid Meeting will be held as specified in the Data Sheet to seek inputs from the prospective bidders and offer clarifications.

6.0 Preparation of Proposals

6.1 The Proposal as well as all related correspondence exchanged by the Consultants and Client, shall be written in the language (s) specified in the Data Sheet.

6.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

6.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

a. The numbers of Professional staff-months required for the assignment have to be estimated by the Consultants. Client will not be liable for additional cost compensation in case bid proposal is based on inadequate or under-estimated staff months.

b. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

6.4 **Language:** Documents to be issued by the Consultants, as part of this assignment must be in English.

7.0 Technical Proposal Format and Content

7.1 Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following para from (a) to (g) using the attached Standard Forms (Section 3).

a. Documentary evidence in support of the eligibility criteria is given in Form TECH – 1(a).

b. A brief description of the Consultants' organization and an outline of recent experience of the Consultants required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, Contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was earlier awarded Contract as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience, if so requested by the Client.

c. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment. The

Consultant however, should not take any deviation from the Terms of Reference, which reduces the scope of consultancy services. (Form TECH-3 of Section 3)

d. A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, activity schedule, PERT schedule and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart showing the timing proposed for each activity.

e. The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

f. Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

g. CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

7.2 The Technical Proposal **shall not include any financial information.** A Technical Proposal containing financial information shall be declared non responsive.

8.0 Financial Proposals

8.1 The Consultant should submit the financial bid as Lum sum quote (Section 4)

8.2 The quote should be in Indian Rupees and should be inclusive of all taxes as applicable. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4).

9.0 Earnest Money Deposit and Bid Processing Fees

Earnest Money Deposit (EMD)

a. An EMD of Rs.2 Lakhs (Rs. 2,00,000), in the form of Demand Draft (DD)/FDR/STDR drawn in favor of **Secretary CG National Games Secretariat Society, Raipur and payable at Raipur, Chhattisgarh,** must be submitted separately along with the Proposal.

b. Proposals not accompanied by EMD shall be considered as non-responsive and rejected.

c. No interest shall be payable by the Client for the sum deposited as Earnest Money Deposit.

d. The EMD shall be forfeited, if the Tenderer withdraws or alters his proposal during its validity period or refuses to sign contract, when awarded.

e. The EMD of the unsuccessful bidders would be returned back within one month of signing of the Contract with successful bidder.

f. EMD of the selected Consultant will be returned after signing of the Contract and on submission of Performance Bank Guarantee.

10.0 Conflict of Interest

10.1 Client's policy requires that Consultants should provide professional, objective, and impartial advice and at all times hold Client's interests paramount; strictly avoid conflicts with other assignments or their own corporate interests.

10.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

a. Conflicting activities

A firm that has been engaged by Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

b. Conflicting assignments

A Consultant (including its personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client project.

c. Conflicting relationships

1. A Consultant (including its personnel) that has a business or family relationship with a member of Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been

resolved in a manner acceptable to Client throughout the selection process and execution of the Contract.

2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
3. No agency or current employees of Client or Government shall work as Consultants. Recruiting former employees of Client to look after work connected with their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant is a Government Company or Agency nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their Government or Government Company/ Agency confirming that they are on leave without pay from their official position and allowed to work full-time outside of their official position. Such certification shall be provided to Client by the Consultant as part of his technical proposal.

11.0 Negotiations

11.1 **Technical negotiations**: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference **without any financial implication.** Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the document as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from Client to ensure satisfactory implementation of the Assignment/job. Client shall prepare minutes of negotiations, which will be signed by Client and the Consultant.

11.2 **Availability of Professional staff/experts:** Having selected the Consultant on the basis of, among other things, an evaluation of proposed professional staff (Key Persons) and Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiations, Client will require assurances that the professional staff will be actually available. Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional

staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant to Client within the period of time specified in the letter of invitation to negotiate or before award of the Contract.

12.0 Performance Security

12.1 For the due performance of the assignment in accordance with the terms and conditions specified, the Consultant shall on the day or before signing the contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to Client a performance security in the form of an irrevocable Bank Guarantee for an amount equal to **five percent (5%)** of the Contract Value.

12.2 The Bank Guarantee shall be in favor of the Client issued by any schedule Bank of India, **in favor of Secretary, CG National Games Secretariat Society, Raipur** payable and operable at Raipur at its branch in Raipur. The Bank Guarantee shall be on the format, which shall be furnished by Client.

12.3 It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the performance security is not intended to cover all the damages detailed / stipulated in various clauses in the Contract document.

12.4 The performance security will be discharged by Client and returned to the Consultants not later than 6 months following the date of completion of the Consultant's obligations, under the contract.

12.5 Should the assignment period, for whatever reason be extended, the Consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Client before the expiry date of the Bank Guarantee originally furnished.

13.0 Confidentiality

13.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Department in relation to, or matters arising out of, or concerning the Bidding Process. The Client will treat all information, submitted as part of the Bid,

in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Client.

14.0 Submission, Receipt and Opening of Proposals

14.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-l of Section 3, and FIN-l of Section 4.

14.2 An authorized representative of the Consultant shall sign the proposal and also initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

14.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses along with the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. EMD shall be submitted along with original Technical Proposal in a separate envelope.

14.4 The original and all copies of the Technical Proposal and bid security shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the nomenclature of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE **15/02/2014.** Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not

submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

14.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by Client not later than the time and the date indicated in the Data Sheet. Any proposal received by Client after the deadline for submission shall be returned unopened against acknowledgement or Registered AD post/ courier.

14.6 Client shall open the Technical Proposals on Proposal Due Date, after the deadline for their submission is over. The envelopes with the Financial Proposals shall remain sealed and securely stored.

15.0 Proposal Evaluation

15.1 From the time the Proposals are opened and up to the time the Contract is awarded, the Consultants shall not contact Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence Client in the examination, evaluation, ranking of Proposals, canvassing in any form or recommendation for award of Contract, may result in the rejection of the Consultant's Proposal.

15.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

16.0 Evaluation of Technical Proposals

16.1 Technical Proposal, which is accompanied by EMD as stipulated, shall only be evaluated. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responses to the Terms of Reference, applying the evaluation criteria, sub-criteria, and evaluation procedure specified in the Data Sheet. Evaluations will be based on documentary evidence submitted by the bidder with respect to eligibility / evaluation / selection criteria. Responsive proposals will be given a technical score (Ts) and receiving marks greater than or equal to cut-off marks will be eligible for further consideration. A Proposal shall be rejected at this stage if it does not respond to mandatory aspects of the RFP,

16.2 The proposal shall be rejected if not accompanied with required Bid Security i.e. EMD as per Clause-9.0 or the bidder does not fulfill the eligibility criteria.

16.3 The bidder will be required to make presentation on its Proposal covering Experience/Technical Proposal including similar experience in similar projects, Approach and methodology, team composition, Work Schedule, PERT chart showing interdependency of activities and Activity Schedule after around two weeks of opening of bids, the date and time for which will be intimated individually.

17.0 Public Opening and Evaluation of Financial Proposals

17.1 After the technical evaluation is completed, Client shall inform in writing to the Consultants the time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.

17.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants whose technical proposal is found responsive. The Financial Proposal of the Consultants will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals of the Consultants shall be then opened, and the total prices read aloud and recorded.

17.3 The Evaluation Committee will correct any computational errors. When correcting computational errors,' in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to such corrections, as indicated under Para 7.0, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

17.4 Quality & Cost based selection (QCBS) process will be followed for award of the contract.

18.0 Taxes

18.1 The Consultant shall include in Bid Price all local taxes and duties, excluding Service Tax, as applicable on amounts payable by the Consultant under the Contract. All taxes, duties and other impositions as applicable in India shall always be deemed to be included in the Financial Proposal.

18.2 The Financial Proposal shall include all commercial implication, including the cost of travel, conveyance, and out of pocket expenses and all applicable taxes, excluding Service Tax should also be included in the Financial Proposal.

18.3 Bid/Contract price shall remain firm and fixed for the entire Contract period.

19.0 Award of Contract

19.1 After taking into account the criteria indicated and after completing negotiations, Client shall award the Contract to the selected Consultant by issue of Letter of Award (LOA) and notify all Consultants who have submitted proposals along with refund of EMD after the contract is executed by the selected Consultant.

19.2 The Consultant is expected to commence the assignment on the date and at the location specified in the LOA/Contract.

Instruction to Consultants

PART-II

DATA SHEET

1	The name of Client :	**C.G**.National Games Secretariat Society, Raipur Chhattisgarh **Address:** Chief Executive Officer ,C.G. National Games Secretariat Society C/o Office of The Director, Sports & youth Welfare Khel Bhavan ,Near Science college ,PO RAIPUR, Chhattisgarh PIN-492001- INDIA
2	The method of selection :	Technical Qualification, then Quality & Cost Based Selection (QCBS) system
3	Technical and Financial Proposals are requested	Yes
4	The name, objectives, and description of the assignment:	As detailed in TOR (Section 5)
5	A pre-bid meeting will be held on:	Date - 04.02.2014 Time: 11.00 AM Venue: _ Office of The Director, Sports & youth Welfare Khel Bhavan ,Near Science college ,PO RAIPUR ,Chhattisgarh PIN- 492001 INDIA
6	, Address(es), and telephone numbers of the Client's official(s):	Office of The Director, Sports & youth Welfare Khel Bhavan ,Near Science college ,PO RAIPUR ,Chhattisgarh PIN- 492001 INDIA Phone-07712262177

7	The Client envisages the need for continuity for downstream work:	No
8	Clarifications / submission of queries	Clarifications may be requested up to the date of Pre-Bid meeting.
9	The address for requesting clarifications is:	Office of The Director, Sports & youth Welfare Khel Bhavan ,Near Science college,PO RAIPUR,Chhattisgarh,PIN-492001 INDIA
10	Proposals should be submitted In the language (s): The Contract to be signed with the successful bidder shall be written in the English language, which shall be the language that shall govern the contractual relations between the Client and the successful Consultant.	English
11	Training is a specific component of this assignment :	No
12	Taxes:	Amounts payable by the client to the Consultant under the Contract shall be the Contract price inclusive of all taxes and duties: Yes
13	Consultants to state local cost in the national currency:	Indian Rupees
14	Proposals must remain valid for One Hundred and Eighty (180) days after the Proposal submission date, i.e., until:	15.08.2014
15	Consultants must submit as follows : In Hard Copy : 1 original + 1 copy of the techinical & financial proposal and In soft copy : Only Technical Proposal	

16	The proposal submission address:	Address: Chief Executive Officer ,CG National Games Secretariat Society C/o _ Office of The Director, Sports & youth Welfare Khel Bhavan ,Near Science college ,PO RAIPUR ,Chhattisgarh PIN- -492001 INDIA
17	• Date and Time of submission of proposal. • Date & Time of Opening	Date: 15-02-2014 Time : 15.00 Hours Date: 15-02-2014 Time : 16.00 Hours
18	The address to send information to Client:	Office of The Director, Sports & youth Welfare Khel Bhavan ,Near Science college ,PO RAIPUR ,Chhattisgarh PIN- 492001 INDIA
19	Eligibility Criteria	As described in Form Tech 1 (a) of Section 3 (Technical Proposal Standard Forms)
20	Cost of RFP Document	Rs.10,000/- (Rs. Ten Thousand-**Non Refundable),should be in the form of Demand draft / Bankers Cheque issued by any nationalized Scheduled bank in favor of "Secretary National Games Secretariat Society Raipur"payable at Raipur (Chhattisgarh)** **Note- In case the tender document is downloaded, tender cost (Rs 10,000/-) should be submitted along with the bid separately (Not in envelope), failing which the bid will be rejected.**

Note: Conditional tender will not be accepted.

Criteria Technical Evaluation

The Technical proposal of the bidders would be evaluated on the basis of the following:

(i) Past experience in the projects for creation of infrastructure for National Games/Commonwealth Games, Infrastructure ,Games village in the last 10 years.

70 Marks

(A) **One** National Games/Commonwealth Games - 60 Marks

(B) **Two** National Games/ Commonwealth Games - 70 Marks

(ii) Presentation, Methodology, work plan and understanding of the assignment.

15 Marks

(iii) Proposed team, team leader and their past experience on similar type of assignment for Sports Infrastructure and accommodation procurement.

15 Marks

(iv) Total -

100 Marks

Presentation by the Bidders

All applicants will be invited to make a Power Point presentation on a date to be informed later regarding their capability and methodology for creating sports infrastructure, approach to services etc. The interaction and performance during the presentation will be important factor in the overall evaluation process.

Short-listing of Applicants

Based on the technical evaluation specified above, applicants would be short-listed for financial evaluation in the second stage.

SECTION 3
TECHNICAL PROPOSAL - STANDARD FORMS

SECTION 3

FORM TECH-I

(On Consultant's Letter-head)

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

_____

_____

_____

Sub: selection of Consultant for Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games in Chhattisgarh

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games in accordance with your Request for Proposal dated [Insert Date] and requisite EMD of Rs. 2 Lakhs (Rupees two lakhs). We are hereby submitting our Proposal, which includes this Technical Proposal, and also the Financial Proposal as indicated under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant or Consortium Members]. We undertake the total responsibility for performance of the Contract, if awarded to us.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications agreed by us during Contract negotiations.

We understand that Client is not bound to accept any Proposal it receives.

We remain,

Yours faithfully,

Authorized Signatory [In full and Designation] :

Name and Title of Signatory:

Name of Firm:

Address:

NB: Authorization in form of power of Attorney is required

FORM TECH - 1 (a)

DOCUMENTARY EVIDENCE ELIGIBILITY CRITERIA:

Sr.no.	Requirement	Documentary Evidence
1.	Minimum Average Annual income of Rs. 5 crores in last 3 financial years (FY 2012-13 ,2011-12, 2010-11,) from consultancy services.	Copy of audited financial statements and Certificate from statutory auditors.
2.	Experience in one of the following projects for creation of infrastructure for at least One National Games/Commonwealth games in last 10 year. **Preparation of Detailed Project Report (DPR)** **OR** **Preparation of Preliminary Project Report (PPR)** **OR** **Preparation of Techno-Financial Feasibility Study for creation of infrastructure**	Details of engagement along with notarized copies of work orders and certificate from Client describing the year of completion of services, scope of work, duration of engagement, completion of services, professional fees for service provided etc.

TECH 2 - CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - **Consultant's Organization**

Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.

B – **Consultant's Experience**

Using the format below, provide information on each Assignment/job for which your firm, had legally Contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, exact assignment / job with experience details may be submitted).

1 1.1	Assignment/job name: Description of Project:
1.2 1.3	Approx. value of the Contract (in Rupees): Country:
1.4 1.5 1.6	Location within country: Duration of Assignment/job (months) : Name of Client:
1.7	Address:
1.8 1.9 1.10 1.11	Total No of staff-months of the Assignment/job: Approx. value of the Assignment/job provided by your firm under the Contract (in Rupees): Start date month/year): Completion date (month/year):
1.12	Name of senior professional staff of your firm involved and functions performed
1.13	. Description of actual Assignment/job provided by your staff within the Assignment/job:

Authorized Signatory: Certified by Auditor

Name: Name:

Designation: Membership No.of ICAI:

Stamp: Stamp:

Note: Please provide documentary evidence i.e. copy of work order, Contract, notarized copies of work orders / certificate from Client describing the year of completion of services, scope of work, duration of engagement, completion of services, professional fees for service provided etc. for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal

TECH – 3 COMMENTS AND SUGGESTIONS ON THEUNDERSTANDING OF THE TERMS OF REFERENCE

Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal inter-alia indicating the charges amounts for proposed additions/ deletions.

TECH - 4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

a. Technical Approach and Methodology,
b. Work Plan, and
c. Organization and Staffing

a. **Technical Approach and Methodology**. In this you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. **Work Plan**. The Consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by Client, if any), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c. **Organization and Staffing**. The Consultant should **propose and justify** the structure and composition of the team. Consultant should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

TECH – 5 TEAM COMPOSITION AND TASK ASSIGNED

The minimum key personnel to be engaged for preparation of DPR are as follows:

Sr. No.	Position	Minimum Qualification	Minimum Experience	Task assigned for this Job
1	Team Leader	Graduation: Engineering / Architecture Post Graduation: Business Management	inimum total Experience: 10 years, out of which minimum 2 years of experience in leading a team Project experience: Experience of providing transaction advisory services for at least 3 PPP projects in India	Team Leader will be the single point contact for the Client. S/He will be responsible for leading the team, for timely delivery of quality work, presentation to the Client and regular communication with the Client. S/He will also be responsible to finalize different strategies in discussion with the Client. S/He will also assist the Client in review and monitoring of progress of work and to highlight the critical issues. Suggest PPP options for the project and project structuring, suggest implementation option like EPC, PPP etc.
2	Sports Expert	Graduation: Any discipline	Minimum experience of 3 years in planning and development of sports facilities and development of strategies for similar projects	This resource will be responsible for survey of the existing sports facilities, infrastructure gap analysis, suggest new sports infrastructure required, suggest on the layout, specification and master planning, preparation of case study of last 3 National Games, identify lessons learnt and prepare different strategies for sustainable development of Sports infrastructure and sports tourism

3	Procurement Expert	Graduation: Any discipline Post Graduation: Business Management	Minimum experience of 5 years in drafting EOIs, RFQs, RFPs, contract documents, managing bid process	Shall be responsible for preparation of advertisements, RFQs / EoIs, RFPs, contract documents, and shall assist the Client in bid process management, during pre-proposal meetings, drafting replies against queries received in pre-proposal meetings, evaluation of RFQs / EoIs and RFPs, assist in technical negotiation, finalization of contract documents and related works
4	Civil Engineer	Graduation: Civil Engineering	Minimum experience of 5 years in development of sports facilities and stadia of international standard, cost analysis of projects from different sectors	This resource shall be responsible for site inventory collection and data analysis, preparation of layout, cost analysis, review of reports submitted technical Consultants, review of BOQs
5	Architect / Planner	Graduation: Architecture	Minimum experience of 5 years in planning and designing of sports facilities and stadia of international standard	Preparation of layout and master plan for each of the Sports Infrastructures for new infrastructure as well as for upgradation / modification of existing infrastructure
6	Finance Expert	Graduation: any discipline Post graduation: MBA (Finance)	Minimum experience of 3 years in financial analysis of different projects, cash flow analysis, viability analysis	Carry out financial analysis for the project, grouping of projects, financial viability analysis for group of projects

TECH 6 - CURRICULUM VITAE PROFESSIONAL STAFF

(Format of CV)

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff: [Insert full name]:

4. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

5. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

6. Languages

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

7. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:

Employer:

Positions held:

8. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

TECH – 7

MANNING SCHEDULE

S.NO.	Designation	Name	Man Days (MD)		Duration in weeks					
			@ Site	@Design Office	1	2	3	4	5	N

TECH – 8

ACTIVITY DURATION SCHEUDLE

S.NO	Activity	Duration in weeks					
		1	2	3	4	5	N

TECH – 9 INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND WRONG DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 10.0 of Section 2. If yes, please furnish details of any such activities. If no, please certify as under:

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 10.0 of the Section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by Government of Chhattisgarh without any compensation which decision shall be binding on us.

Authorized Signature [In full and initials] :
Name and Title of Signature:
Name of Firm :
Address:

SECTION 4.

FINANCIAL PROPOSAL - STANDARD FORMS

Section 4

Financial Proposal - Standard Forms

FORM FIN-I

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

_____

_____

Sub: selection of Consultant for Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games in Chhattisgarh

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal along with EMD of Re. 2 (two) Lakhs. Our attached Financial Proposal for (in a sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes excluding Service Tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till **15/08/2014.**

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] :

Name and Designation of Signatory:

Name and Address of Firm:

Seal of the Firm:

FORM FIN-2

Particulars	Amount in Indian Rupees	
	Amount in Figures	**Amount in Words**
LUMP SUM QUOTE for the TOR, as described in Section 5 of this RFP		

(the quote above is inclusive of all taxes, duties, out of pocket expenses, excluding Service Tax)

Authorized Signature

Name :
Designation :
Name of Firm :
Address :
Seal of the Firm:

SECTION 5

TERMS OF REFERENCE

TERMS OF REFERENCE

5.1 Introduction and Background

5.1.1 The Client will be planning, implementing projects and will be organizing the 37th National Games in the state of Chhattisgarh. The Client has some sports infrastructure in the State. In order to host the 37th National Games, there is a need to create infrastructure comprising of

a. Up gradation of existing infrastructure
b. Creation of new infrastructure
c. Creation and up gradation of support infrastructure to network various locations and also create tourism infrastructure around the stadia

5.1.2 Organizing multi-sport events have multiple impacts on the host city and adjoining regions; economic, environmental, social, cultural and political, and thus they automatically draw the attention of many stakeholders. The Client seeks to host the 37th National Games to showcase good practices of sustainable development through minimizing the overall environmental footprint and manage the negative socio-economic impacts in a responsible manner and promoting co-operation and interaction among different stakeholders associated with the event. It is envisaged that the event will enable the Client to

a. Raise the profile of the event and showcase State's ability in designing and organizing the 37th National Games.
b. Create more world class sports infrastructure in the state
c. Create and upgrade sustainable infrastructure in various parts of the state
d. Bring private investment in the sector of infrastructure, sports, and associated tourism
e. Maximize goodwill through robust stakeholder engagement processes
f. Contribute to India's vision of inclusive growth

5.1.3 In addition to the above, the Client shall also take up other initiatives with the objective of conducting sustainable games, such as use of greener transportation modes, use of energy efficient lighting and other devices, water harvesting and conservation techniques, use of renewable energy, merchandising items having less ecological footprints etc.

5.1.4 With these objectives, the Client requires assistance and advice of a leading firm with expertise in the area of providing consultancy services for preparation of Detailed Project Report (DPR) and Feasibility Study for the project. Organizations having the ability and proven track record to drive changes and make things happen would merits consideration

on the selection criteria. The study and recommendations should be focused on the creation of sports infrastructures related to the following games and other related games included in the list of 37th National games and also to develop associated trunk infrastructures

5.2

i	Aquatics	ii	Archery
iii	Athletics	iv	Badminton
v	Basketball	vi	Boxing
vii	Canoeing & Kayaking	viii	Cycling
ix	Equestrain	x	Fencing
xi	Football	xii	Gymnastics
xiii	Handball	xiv	Hockey
xv	Judo	xvi	Kho-Kho
xvii	Kabaddi	xviii	KarateDO
xix	LawnBowls	xx	Netball
xxi	Rowing	xxii	Rugby 7a Side
xxiii	Sepak Takraw	xxiv	Squash
xxv	Rifle Shooting	Xxvi	TableTennis
xvii	Taekwondo	xviii	Tennis
xxix	Triathlon	xxx	Volleyball
xxxi	Weight Lifting	xxxii	Wrestling
xxxiii	Wushu		

5.2 Objectives of the Assignment

5.2.1 The objectives of the current assignment include:

a. Survey of all sports facilities available in the state of Chhattisgarh which can be used with / without modification / up gradation for hosting events for 37th National Games and prepare an detailed inventory report describing location of facilities, components available in such facilities, their status at present, requirement of upgradation / modernization

b. Development of road map of modernization / up gradation of existing sports facilities. Find out the gaps in sports infrastructure which needs to be created for hosting 37th National Games in the state. Recommend the sports infrastructure to be created with broad specifications and cost implication, with their suggested locations, along with duration of construction, highlighting the components, which need to be imported and time required for such importation from placing of orders.

c. Conceptualization of new projects with their layout, location, sustainability analysis,

d. Location of new sports facilities to be recommended, such that those can be used by the sports personnel after the games, without difficulty and sports training can be conducted and such that the proposed facilities can be operated and maintained in a sustainable manner

e. Development of a master plan and facilities to promote sports in the State.

f. Requirement of up gradation of existing trunk infrastructures and recommendation on requirement of new infrastructures (like road, transportation, energy, utility services etc.), required to be built for organizing and showcasing a world class event

g. Recommendation on use of greener transportation modes, use of energy efficient lighting and other devices, water harvesting and conservation techniques, use of renewable energy, merchandising items having less ecological footprints etc.

h. Identification of tentative cost / financial implication of such modernization / up gradation of existing sports facilities

i. Preparation of DPR with above details, showing layout and master plan, including cost estimates for construction, operation and maintenance, for the State of Chhattisgarh for 37th National Games in consultation with various stakeholders.

5.3 Scope of Detailed Project Report and Feasibility Study Report

5.3.1 The Consultant will be expected to carry out the following activities

a. Visit and survey the existing sports facilities of the state

b. Short-list and recommend the sports facilities which can be used for hosting National Games in their present shape and condition

c. Short-list and recommend the sports facilities which can be modified and upgraded for hosting national games events.

d. Submit the location, site survey map, site inventory, site layout, area, available of each for the sports facilities, with specific recommendations for up gradation / modification
e. Carry out gap analysis between the infrastructure required and infrastructure available, and suggest strategies to bridge gaps in infrastructure availability, including cost implication
f. Recommend new sports infrastructure to be created with name of location, details of recommended infrastructure, justification / rationale of such recommendation of location
g. Carry out a feasibility assessment for each of the projects for modification / upgradation, and new projects and to recommend the optimal utilization of the existing resources to ensure best and highest use of the facilities and ensuring the revenue generation part, strategy for operation and maintenance, possibility of usage of facilities by sports personnel, use of such infrastructures for training and sustainability analysis
h. Prepare an indicative master plan for such projects along with broad specifications, layout, and fund requirement.
i. Requirement of up gradation of existing trunk infrastructures and recommendation on requirement of new infrastructures (like road, transportation, energy, utility services etc.), required to be built for organizing and showcasing a world class event
j. Recommendation on use of greener transportation modes, use of energy efficient lighting and other devices, water harvesting and conservation techniques, use of renewable energy, merchandising items having less ecological footprints etc.
k. Identification of tentative cost / financial implication of such modernization / up gradation of existing sports facilities
l. Provide a vision and recommend the phasing for all developments
m. Propose estimate of the capital cost of sports facilities and their expected operational costs and revenues
n. Submit proposals with identification of alternative sources of revenue, for making the sports components viable and self-sustainable
o. Micro analysis of last 3 National Games, preparation, submission and presentation of detailed case study, detailing the positive and negatives of their planning process, their implications, and lessons learnt. The objective is to ensure to use the knowledge gathered and lessons learnt by the state governments will conducted National Games successfully in recent years. This should result is submission of a report highlighting which activities to be completed by which date to ensure preparedness for hosting the event much before the date of the event to ensure a hassle free and planned event hosting
p. Preparation of Estimate for all infrastructure (New & in up gradation) & overall cost for conducting National Games with breakup
q. Recommend adequate security and safety measures for the event.

5.3.2 Strategy to support sports tourism

5.3.2.1 A cornerstone to the project will be to develop a long term strategy to support sport tourism in the State of Chhattisgarh which will have an overall impact on the inclusive growth of the State. The Consultant would be expected to develop a Long Term Strategy which will be based on initial visioning, in conjunction with the State Client and various other stakeholders, and will be founded on a pragmatic and achievable plan taking into account an initial strategic and comparative analysis. The Concept Plan will include proposals for legacy models and applications of key facilities developed in association with the National Games.

5.3.3 Venue Appraisal

5.3.3.1 As part of this Venue Appraisal exercise the Consultant would be expected to provide detailed description of all existing, new or additional venues required both for competition and non-competition events for the hosting National Games and related activities, including venue for inauguration and closing ceremony, location of press, location wise requirement of lodging and boarding facilities etc.. This should include both permanent construction and temporary works for the National Games only.

5.3.3.2 The Consultant as part of this appraisal would also be required to give Cost break-ups of investments required in creation of Infrastructure in terms of new facilities, up gradation of existing facilities considering the following:

a. Alternative technology options
b. Multiple financial options
c. Plan for operation, maintenance and management of the sports infrastructure (both the upgraded and newly created for the 37th National Games) beyond the 37th National Games
d.

5.3.3.3 The details captured in the submission should be to a level which can be presented to various Government stakeholders for approval of the Budgets with adequate justification of the costs**.**

5.3.4 Developing Private Partnership Strategy for investments in Sports Infrastructure

5.3.4.1 One of the long term strategies of the Government of Chhattisgarh is to attract and invite Private participation in Infrastructure development. In this context the Consultant would be expected to undertake Financial Feasibility analysis of the Venues or Cluster of Venues and also for creation of trunk infrastructures to ascertain the feasibility and recommend a short-list of projects to be developed through PPP.

5.3.4.2 In addition to Private funding options, the Consultant is also expected to develop an alternate funding plan which could include sources like schemes of central and state government, multilateral agencies, philanthropies etc.

5.3.5 Development of General Organization Plan

5.3.5.1 Conduct of Games of stature of National Games involves multiple stakeholder involvement and interaction. To smoothen and streamline this process of interaction the Consultant would be expected to formulate a suitable governance structure to ensure smooth conduct of the games and various processes that are embedded into the functional areas of the Games secretariat.

5.3.5.2 The Consultant would be expected to develop a suitable stakeholder engagement framework in each of the stages - planning to implementation of the planned activities. The Consultant is expected to suggest a framework to plan, drive and moderate the stakeholder consultations.

5.3.6 Information on Related Issues

5.3.6.1 The information on related issues shall cover the following

a. Environmental impact assessment including legal framework
b. Risk analysis
c. Strategy for creating Public Awareness and publicity

5.4 Deliverables and Timelines

a) Inception report:- Within 15 days of signing of contract
b) Draft Detailed Project Reports and Feasibility report along with preliminary cost estimates and indicative master plan: 3 months from approval of Inception Report
c) Draft Detailed Project Report complying para 5.3 above of the TOR: 2 months from approval of Draft Detailed Project Reports and Feasibility report.
d) Final Report: 15 days from approval of Draft Detailed Project Report

5.5 Payment Milestones

S. No.	Description	Percentage of Total Fee
1	Submission of Inception report	10%
2	Submission of Draft Detailed Project Reports and Feasibility report along with preliminary cost estimates and indicative master plan	20%
3	Approval of Draft Report complying para 5.3 above of the TOR	40%
4	Approval of Final Report	30%
	Total	100%

SECTION 6

STANDARD FORM OF CONTRACT

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel
5. Obligations of Government of Chhattisgarh
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Conflict of Interest
11. Performance Security
12. Confidentiality
13. Taxes
14. Contract Price
15. Transfer the Contract
16. Consultant's entity
17. Miscellaneous Provisions

CONTRACT FOR CONSULTANTS SERVICES

Between

CG NATIONAL GAMES SECRETARIATE SOCIETY

And

[Name of the Consultant]

Dated:

For

Preparation of Detailed Project Report (DPR) and Feasibility Study for 37th National Games in Chhattisgarh

(On Non-Judicial Stamp Paper)

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a. The General Conditions of Contract;
   b. Consultant Proposal dated read with agreed Minutes dated _
   c. Letter of Award dated issued by Client _____

a. The mutual rights and obligations of Client and the Consultant shall be as set forth in the Contract, in particular:
   a. The SCOPE OF WORK will be as per Terms of Reference of Section 5.
   b. The Consultants shall carry out and complete the Services within the time frame in accordance with the provisions of the Contract;
   c. The consideration or Contract Price shall be Rs. Inclusive of all taxes.
   d. Client shall make payments to the Consultant in accordance with the provisions of the Contract.
   e. Detailed terms and conditions of the Contract are contained in the Contract Documents mentioned in Para 1 above. The same are to be read harmoniously

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

-

	Signed by
In presence of (Witnesses)	1. For and on behalf of
(i)	[Client]
(ii)	[Authorized Representative]

2. For and on behalf of [name of Consultant]

In presence of (Witness)

(i)

(ii)

[Authorized Representative]

II. GENERAL CONDITIONS OF CONTRACT

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

i. "Applicable Law" means the laws and any other instruments having the force of law in India.

ii. "Client" means the Client with which the selected Consultant signs the contract for the services.

iii. "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.

iv. "Contract" means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.

v. “Data Sheet" means such part of the Instructions to Consultants used to reflect assignment conditions.

vi. "Day" means calendar day.

vii. "Effective Date" means the date on which this Contract comes into force.

viii. "GCC" means these General Conditions of Contract.

ix. "Indian Currency" means Indian Rupees (INR).

x. "Instructions to Consultants" (Section 2 of the RFP) means the document which "provides Consultants with all information needed to prepare their Proposals.

xi. "In writing" means communicated in written form with proof of receipt.

xii. "Liquidated Damages" herein- may be specified as "LD".

xiii. "Local Currency" means Indian Rupees (INR).

xiv. "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by Client to the prospective bidders.

xv. "LOA" means the Letter of Award issued by Client conveying its acceptance of the proposal of the successful Consultant.

xvi. "Member" means any of the entities which constitute registered joint venture/consortium/association; and "Members" means all these entities.

xvii. "Party" means Client or the Consultant, as the case may be, and "Parties" means both of them.

xviii. "Personnel" means professionals and support staff provided by the Consultants and assigned to perform the services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the country; "Local Personnel' means such professionals and support staff who at the time of being so provided have their domicile inside the country;

xix. "Proposal" includes both the Technical Proposal and the Financial Proposal.

xx. "RFP" means the Request for Proposal prepared by Client for the selection of Consultants.

xxi. "Services" means the work to be performed by the Consultant pursuant to the Contract.

xxii. "Third Party" means any person or entity other than Client, or the Consultant.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them on his behalf. The Consultant will be exclusively liable to pay remuneration salary to his employees.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to the addresses specified below.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

1.6 Location: The Services shall be performed at such locations as are specified in Appendix-A here to and, where the occasions of a particular task is not so specified, at such locations as the Client may notify in writing.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract or any amendment thereof by Client or the Consultant may be taken or executed by the officials specified

below. The Consultant shall issue Power of Attorney in favour of its Authorised Representative

1.8 Taxes and Duties: The Consultant shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India, applicable at the time of submission of the Proposal.

1.9 Fraud and Corruption

1.9.1 Definitions**:** It is Client's policy to require that Client as well as Consultants observe the highest standard of ethics / during the execution of the Contract. In pursuance of this policy, Client defines, for the purpose of this provision, the terms set forth as follows:

a. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;

b. "fraudulent practice" means a misrepresentation or omission 'of facts in order to influence a selection process or the execution of a Contract;

c. "collusive practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Client, designed to establish prices at artificial, noncompetitive levels;

d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

1.9.2 Measures to be taken by Client

a. Client may terminate the Contract if it comes to know at any point of time that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation after receipt of Notice.

b. Client after issue of Show Cause Notice to Consultant may also sanction against the Consultant, declaring the Consultant ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any Client financed Contract.

1.9.3 Commissions and Fees

At the time of submission of its Proposal, the Consultant shall disclose any commissions or fees that may have been paid or agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date of acceptance of LOA or signing of the Contract or any future, date as specifically stated in the Contract.

2.2 Termination of contract for Failure to become effective: If the Consultant does not furnish within 30 days after the date of the issue of LOA / Contract signed by the Parties whichever is earlier, the Client shall declare the Contract to be null and void, and in the event of such a declaration Client shall have claim for damage against the Consultant and shall also forfeit Earnest Money Deposit.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services immediately but not later than ten days from the Effective Date.

2.4 Completion of Contract: Unless terminated earlier pursuant to Clause 2.9 hereof, the Consultant shall complete the entire work within **6 months** from signing of agreement, which may be extended at the discretion of Client.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions, agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

a. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to this contract here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.

b. In cases of substantial modifications or variations, a supplementary Agreement between Client and Consultant is required.

2.7 Force Majeure

2.7.1 Definition

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

2.7.2 On the breach of any condition of this contract by this consultant the CG NATIONAL GAMES SECRETARIATE SOCIETY shall be entitled to forfeit the security deposit or the balance there of that may that time be remaining and realize and retain the same as damage and compensation for the said breach but without prejudice to the right of the said CG NATIONAL GAMES SECRETARIATE SOCIETY to recover any further sums due or which may become due to the consultant or otherwise howsoever.

2.7.3 Measures to be taken:

a. A Party affected by an event of Force Majeure shall continue to perform its' obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 hereunder.

2.8 **Suspension :** Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations

2.9 Under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

Termination

2.9.1 **By Client:** Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by the Client, within thirty (30) days of receipt of such notice or within such further period as Client may have subsequently approved in writing.

b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Contract) insolvent or goes into compulsory liquidation.

c. If the Consultant, in the judgment of Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

d. If the Consultant submits to Client a false statement which has a material effect on the rights, obligations or interests of Client.

e. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Client.

f. If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultant to improve the quality of the services.

g. If, 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 sixty (60) days.

h. If Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence Client shall give a not less than thirty (30) days' written advance notice before terminating the Contract of Consultants, and sixty (60) days' in case of the event referred to in (g) and 100 (hundred) days in case it does not pay the Award amount as per Award against it passed by arbitration.

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to Client, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.9.2.

a. If Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

b. If, 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 sixty (60) days.

c. If Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 8 hereof.

d. If Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by Client of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 thereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 3.6 hereof, 'and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the premises of Client in a prompt and orderly manner. With respect to documents prepared by the Consultant and equipment and materials

furnished by Client, the Consultant shall proceed as provided, respectively, by Clause 3.8.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, Client shall make the following payments to the Consultant:

a. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, Client may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to Client. Subject to recovery of its dues, as permissible. Under such circumstances, upon termination, Client may also impose liquidated damages as per the provisions of Clause 9 hereof. The Consultant will be required to pay any such liquidated damages and compensation as permissible under Contract Act to Client within Thirty (30) days of termination date.

b. In the event of termination under 2.9.1 (g) and (h), the payment schedule as specified in this contract shall not apply and the costs of work delivered by Consultant and the cost of demobilization of Consultant teams will be mutually decided and paid by Client to Consultant.

c.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, if it chosen within forty-five (45) days after- receipt of notice of termination from the other Party, may seek settlement under Clause 8 hereof.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General: To deliver the Terms of Reference described in this document with highest standards and integrity and upto the satisfaction of the Client without any delay.

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to Client, and shall at all times support and safeguard Client's legitimate interests .

3.1.2 Conflict of Interests: The Consultant shall hold Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to Client and seek its instructions for compliance.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

a. The payment of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not· accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment on account of commission or discount, etc.

b. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit and account of Client.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential

information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

3.4 Insurance to be taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause to take out and maintain insurance, at their own cost but on terms and conditions approved by the' Client, insurance against the risks and for the coverage's specified and (ii) at Client's request shall provide evidence to Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and (ii) if so required by Client, shall undertake to provide such information as Client may reasonably determine as necessary in relation to the services.

3.6 Documents Prepared by the Consultant to be the Property of Client:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for Client under this Contract shall become and remain the property of Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from Client and Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third Parties for purposes of development of any such computer programs, the Consultant shall obtain Client's prior written approval to such agreements, and Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. CONSULTANTS PERSONNEL

4.1 General: The Consultant shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel:

a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the Consultant's proposal . If any of the Key Personnel has already been approved by Client his/her name is to be listed as well.

b. If required to comply with the provisions of Clause 3.1.1 hereof, adjustments with, - respect to the estimated periods of engagement of Key Personnel may be made by the Consultant by written notice to Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% (Ten Percent) or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with Client's written approval.

c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel may be increased by agreement in writing between Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause 6.1 hereof, this will be explicitly mentioned in such agreement.

4.3 Approval of Personnel: The Key Personnel listed by title are hereby approved by Client. In respect of other; Personnel which the Consultant proposes to use in the carrying out of the Services, the. Consultant shall submit to Client for review and approval a copy of their Curriculum Vitae (CV s). If Client does not object in writing (stating the reasons for the objection) within fifteen (15) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by Client.

4.4 Removal and/or Replacement of Personnel:

a. Except as Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

b. If Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Client.

4.5 Resident Project Manager: The Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to Client, shall take charge of the performance of such Services at the Project.

5. OBLIGATIONS OF CLIENT

5.1 Assistance and Exemptions: Unless otherwise specified, Client shall use its best efforts to ensure that it shall:

a. Provide the Consultant including Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Personnel to perform the Services.

b. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

c. Provide to the Consultant, Personnel any such other assistance to facilitate performance of the Contract.

5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change of-rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Consultant shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

5.3 **Payment:** In consideration of the Services performed by the Consultant under this Contract, Client shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

5.4 Client shall provide office space for the Consultant's personnel for the purpose of conducting discussions, meetings, and workshops with Client officials as and when required by the Consultant.

6. PAYMENTS TO THE CONSULTANT

6.1 Total cost of the Services:

a. The total cost of the Services payable is as per the payment milestone mentioned in clause 5.4 & 5.5 (section 5)

b. Additional Payments shall be made to the Consultant in Order, to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1 (a) above shall be increased by the amount, as the case may be.

6.2 Currency of Payment: All payments shall be made in Indian Rupees

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

a. The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.

b. Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified in this Contract and such invoice (in triplicate). Client shall release the requisite payment upon acceptance of the deliverables. However, if Client fails to intimate acceptance of the deliverables or its objections thereto, within Thirty (30) days of receipt of it, Client shall release the payment to the Consultant without further delay.

c. **Final Payment:** The final payment shall be made only after the final report and a final statement, identified as deliverable, shall have been submitted by the Consultant and approved as satisfactory by Client. The Services shall be deemed completed and finally accepted by Client and the final report and final statement shall be deemed approved by Client as satisfactory after ninety (90) calendar days after receipt of the final report and final statement by Client, if within such ninety (90) day period, Client does not give written notice to the Consultant specifying in detail deficiencies in the Services specified, the final report or final statement. The Consultant shall thereupon promptly make all necessary corrections, and thereafter the foregoing process shall

be repeated. Any extra amount, which Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by Client for reimbursement must be made within two (2) calendar months after receipt by Consultant of a final report and a final statement approved by Client in accordance with the above.

d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by Client after submission by the Consultant and the Consultant has made presentation to Client (Mention this if presentation is required) with / without modifications to be communicated in writing by Client to the Consultant.

e. If the deliverables submitted by the Consultant are not acceptable to Client, reasons for such non-acceptance should be recorded in writing; Client shall not release the payment due to the Consultant. This is without prejudice Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Consultant only after it re-submits the deliverable and which is accepted by Client.

f. All payments under this Contract shall be made to the accounts of the Consultant.

g. With the exception of the final payment under (c) above, payments made to Consultant do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by Client to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of Client communicated to the Consultant.

h. In case of earlier, termination of the Contract, the payment shall be made to the Consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons reasonably worked during this period with supporting documents. Client shall be entitled to adjust/ recover Damages/ Compensation and Liquidated Damages due under the Contract.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if

during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between Client and the Consultant, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by Client and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by Secretary Sports, Client. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.

8.3 Arbitration proceedings shall be held in Raipur, Chhattisgarh and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared

equally by Client and the Consultant. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

8.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work obligation under the Contract.

9. LIQUIDATED DAMAGES

9.1 The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The liquidated damages for delay by Consultant shall be applicable under following circumstances:

a. If the deliverables are not submitted as per schedule, the Consultant shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable (as per Appendix -II) for delay of each week or part thereof subject to clause 9.2.

b. If the deliverables are not acceptable to Client as mentioned in Clause 6.3 (e), and defects are not rectified a within 30 (Thirty) days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1 % (One Percent) of proportional cost of the services related to that deliverable (as per Appendix B) for every week or part thereof for the delay subject to clause 9.2.

c. Notwithstanding anything mentioned above, the Consultant shall not be made liable for any delay due to non availability of timely approval, time review and timely escalation by Client or its state level counterparts or any stake holders not directly attributable to the Consultant.

9.3 Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Consultant herein, in no event shall the aggregate liability of the Consultant under this agreement exceed the total cost of services paid to the Consultant.

10. Conflict of Interest

10.1. Client's policy requires that Consultants should provide professional, objective, and impartial advice and at all times hold Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests.

10.2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged by Client, under any of the circumstances set forth below:

10.2.1 Conflicting activities

A firm that has been engaged by Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

10.2.2 Conflicting assignments

A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with the assignment of the Consultant or other work to be executed for the same or other of Client.

10.2.3 Conflicting relationships

A Consultant (including its Personnel) that has a business or family relationship with a member of Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Client throughout the selection process and the execution of the Contract.

10.2.4 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may reasonably

be perceived as having this effect. Failure to disclose said situations by Consultant may lead to the disqualification of the Consultant or termination of its Contract.

10.2.5 No current employees of Client shall work as Consultants to Client. Recruiting of former employees of Client or former ministries, departments or agencies is acceptable provided no conflict of interest exists.

10.2.6 Unfair Advantage

If a short listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, Client shall make available to all short listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing.

11. Performance Security

11.1. For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the Consultant shall on the day or before signing the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to Client a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 5% (Ten Percent) of Contract Value.

11.2. The Bank Guarantee shall be in favour of the Client issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to Client. The Bank Guarantee shall be in the Preforma acceptable to Client.

11.3. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the as performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document

11.4. The performance Bank Guarantee shall be initially valid for six months after the scheduled completion date. It will be discharged by Client and returned to the Consultants not later than 6 (six) months following the date of completion of the Consultant's obligations, under the Contract.

11.5. Should the program/ project period, for whatever reason be extended, the Consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance, security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Client before the expiry date of the Bank Guarantee originally furnished.

12 Taxes

12.1 The Consultant shall include all local taxes, **excluding Service Tax** and duties on amounts payable by the Consultant under the Contract. All taxes excluding Service Tax, duties' and other impositions as applicable in India shall be included in the Financial Proposals.

12.2 The Financial Proposal should include all commercial prices inclusive of all the taxes (**excluding Service tax)** duties and levies, etc. applicable at the time of submission of Proposals.

13. Contract Price

13.1 Contract price shall remain firm and fixed for the entire Contract period, except changes in the Tax Law, as covered by Clause 5.2 above.

14 Transfer of Contract .

14.1 Consultant shall not assign or transfer the contract or any part thereof without prior written consent of Client

14.2 Consultant shall act as an independent entity fully performing responsible for all services under the contract. It shall maintain complete control over its employees, which shall in no case represent Client or act in its name without written its prior written approval.

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify Client of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards Client for performance of services.

(v) The Consultant shall at all times indemnify and keep indemnified Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

(vi) The Consultant shall at all times indemnify and keep indemnified Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified Client against any and all claims by Employees, Workman, Consultants, sub Consultants, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of their wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or Client.

FORMAT FOR PERFORMANCE BANK GUARANTEE

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

\VHEREAS ..... (name and address of the' supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no dated_____, to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a : scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that wearer guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby 'waive notice of any such change, addition or modification.

The Bank Guarantee number ____, dated ____ shall be operative at Raipur and if invoked, be encashable at _____(name of bank and its branch in Raipur and branch code___).

This guarantee shall be valid until the ____-day of 20____

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch