

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR
PREPARING FEASIBILITY REPORT (FR) FOR OPTIMAL USE OF MINISTRY OF
YOUTH AFFAIRS & SPORTS (MYAS) SPORTS COMPLEXES IN DELHI.



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**GOVERNMENT OF INDIA
MINISTRY OF YOUTH AFFAIRS & SPORTS
DEPARTMENT OF SPORTS**

**INVITATION FOR
REQUEST FOR PROPOSAL (RFP)
FOR**

**PREPARING FEASIBILITY REPORT (FR)
FOR
OPTIMAL USE OF MYAS SPORTS COMPLEXES LOCATED IN DELHI.**

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR PREPARING FEASIBILITY REPORT (FR) FOR OPTIMAL USE OF DEPARTMENT OF SPORTS, M YAS SPORTS COMPLEXES LOCATED IN DELHI.

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Request for Proposal (RFP) for appointment of Consultant for preparing Feasibility Report (FR) for optimal use of MYAS Sports Complexes located in Delhi.

Information Sheet

Event	Particulars
Last date and time for seeking clarification	T + 15
Date and time for Pre bid Conference	T + 16 11.30 hrs. At SAI conference hall 1 st Floor Jawaharlal Nehru Stadium Gate 10 New Delhi.
Date of Issue of Clarification by Department of Sports, MYAS on the website of MYAS	T + 17
Last date and time for Bid submission	T + 25 14.30 hrs.
Date & Time of opening of Technical bids received in response to this RFP	T + 25 15.00 hrs
Place of submission of bid and opening of bid, in response to this RFP	Under Secretary (Sports-V) Ministry of Youth Affairs & Sports, Department of sports, Room No.102 'C' , Shastri Bhavan, New Delhi-110001 Tel No. 011 2338 1003
Contact Person	Under Secretary (Sports-V) Ministry of Youth Affairs & Sports, Department of sports, Room No.102 'C' , Shastri Bhavan, New Delhi-110001 Tel No. 011 2338 1003
Contact address and number	Phone – 011 2338 1003 901 354 0812 (Mob.) Fax – 2338 3299 E-mail: vinod.kumar15@nic.in Website: yas.nic.in

T - Date of Advertisement/publication in Newspaper.

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**Government of India
Ministry of Youth Affairs and Sports
Department of Sports**

RFP No. 5-5/2015-SP-V

Dated ____ March, 2016

Subject: Request for Proposal (RFP) for appointment of Consultant for preparing Feasibility Report (FR) for optimal use of Ministry of Youth Affairs & Sports (MYAS) Sports Complexes located in Delhi (India).

1. INTRODUCTION

1.1 Department of Sports under Ministry of Youth Affairs and Sports (MYAS), Government of India, for and on behalf of President of India, invites proposals from consulting firms to study / assess revenue generation potential through optimal use of Sports Stadia / Complexes of the Department of Sports located in Delhi.

1.2 The work, inter-alia, shall involve detailed study of various aspects of the issue of revenue generation through optimal use of the Stadia, and submission of Report within a period of three (3) months. The Report, inter-alia, shall include findings of the study, recommendations of the Consultant on the above matter for optimal use of Department of Sports, MYAS Sports Complexes/ Stadia and the realistic estimates of different investment and outcome patterns.

1.3 Bidders are invited to submit their offer as per details given in this RFP. The successful bidder will be required to survey, study the availability of space and existing revenue generation model, and suggest optimal utilization of space for revenue generation with realistic estimates of different investments and outcomes.

2. OBJECTIVE AND SCOPE OF WORK

2.1 Background (in brief):

Over the years, Ministry of Youth Affairs & Sports (MYAS) has created robust infrastructure which has led to the development of sports in the country. MYAS played a prominent role in conducting Commonwealth Games (CWG) 2010 by upgrading/ constructing world class athletic stadia and Sports Authority of India (SAI) under the MYAS is entrusted with the responsibility of maintaining and utilizing, on behalf of the Ministry, the following Stadia in Delhi:

- Jawaharlal Nehru Sports Complex
- Indira Gandhi Sports Complex
- Major Dhyan Chand National Stadium (Formerly known as National Stadium)
- Dr. Shyam Prasad Mookherjee Swimming Pool Complex (Formerly known as Talkatora Swimming Pool)
- Dr. Karni Singh Shooting Ranges (formerly known as Shooting Range)

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Currently, the stadia are being used for the following purposes:

- (a) Hosting of international sporting competitions
- (b) Hosting of national sporting competitions
- (c) Hosting of other sporting events
- (d) Organizing national coaching camps
- (e) Training of local sportspersons under "Come & Play" Scheme
- (f) Regular Coaching for local sports talent
- (g) Sports tournaments conducted at different levels by Educational Institutions/Sports Federations/ Corporate bodies and other organizations.
- (h) Some non- sporting events/ activities are also organized.

However, the utilization level of the above mentioned stadia is not optimum, as major sporting events do not happen in the country on a regular basis. Department of Sports, MYAS initiatives towards promotion of sports and healthy lifestyle for citizens aim at increasing the utilization potential of its existing sports infrastructure. While the stadia contribute to the sporting vision of the country and provide world-class venues, these should also operate on principles of sustainable utilization through generation of revenue.

2.2 **Objective of the Project**

The objective of this consultancy is to assess **scope** for revenue generation through sustainable and optimum utilization of the above mentioned five (5) Stadia.

2.3 **Broad Scope of Work**

To advise the Department of Sports, Ministry of Youth Affairs & Sports, on optimum utilization of and revenue generation from the existing sports infrastructure mentioned in Para 2.1 above, on sustainable basis.

2.4 **Detailed Scope of Work (Indicative and not exhaustive)**

2.4.1 *Assessment / Study of existing sports infrastructure to create avenues for utilization of the assets (Stadia) as per international best practices for generation of revenue and investments:*

A feasibility study needs to be carried out by the consultant to understand the cost of development/ retrofitting of the stadia and the returns envisaged from it. The scope of such a study could be as follows:

- (a) Assessment of the situation in terms of understanding the existing usage and applicable bye laws, usage agreements, costs and revenues etc.
- (b) Market survey amongst key stakeholders, capacity utilization gaps of two similar assets, competitiveness, analysis of the requirement of such a facility/ asset. To understand the economic feasibility, the Consultant will also have to undertake demand- supply assessment of similar facilities in the nearby areas.
- (c) Identify Innovative/ best practices (Institutional Mechanism, improvement in Implementation) adopted by other countries that improved their sports infrastructure utilization and which may have potential to replicate in India.

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- (d) Explore detail (pros and cons) of various options available in terms of utilization of the assets, be it for multi sports or non sports purposes at different times
- (e) Examine operating, legal and economic feasibility (through detailed financial viability modeling) for each of the options.

2.4.2 The Feasibility Report (FR) shall contain the following list of document:

- (a) Concept drawings and outlining the extent of development/retrofitting that may be undertaken including fixing bench-marking parameters for facilities, products and services;
- (b) Formulating an action plan for improving utilization of sports infrastructure in consultation with key stakeholders, such as Students, Coaches, Sportspersons, Corporate/ Sponsors, Sports Scientists/ Researchers, Entertainment Industry, etc.;
- (c) Preparation of feasibility report with Implementation roadmap;
- (d) Financial Analysis to estimate the returns and fix the lease/ concession period to be offered for such assets. The whole business model / business plan should include:
 - (i) Probable use of the assets;
 - (ii) Possible issues/ conflicts on permitted usage and possible resolutions;
 - (iii) Parameters for measuring and monitoring of performance of partner;
 - (iv) Risk assessment, allocation and mitigation Plan;
 - (v) Financial model and cost-return to be shared between different stakeholders;
 - (vi) Contractual obligations;
 - (vii) Revenue projections;
 - (viii) Documentation issues (if any) to highlight list of approvals, clearances and No Objection Certificates (NoCs) to be obtained from various authorities;
 - (ix) Risk/ return profile;
 - (x) Strategy for procurement of potential partners, Sports Venue Management Agency (ies) (SVMAs)
 - (xi) Any other activity required for successful completion of the entire scope of work and any other recommendation which the Successful Bidder firm (Consultant) deems fit to give;
 - (xii) The Consultant is required to discuss all its recommendations/ findings/ submissions, as stated above, with MYAS and based on the same, the Consultant is required to prepare Feasibility Report (FR) to achieve the objectives of the project.
 - (xiii) The Consultant is required to give justification and basis for each of its submissions / suggestions and recommendations.
 - (xiv) Any other work as may be required by MYAS for meeting the objective of the project.

2.4.3 The successful bidder will prepare the RFP for appointment of Consultant for revenue generation through optimum utilization of MYAS Sport Complexes/ Stadia.

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2.5 Information related to Terms of Reference (ToR)

2.5.1 Consultancy Team:

The Consultant shall form a multi-disciplinary team (“Consultancy Team”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered as a team for proposal of technical evaluation. These key personnel shall provide adequate support, as necessary, in completion of the Assignment.

S. No	Key Personnel	Education Qualification	Length of Professional Experience	Indicative Job responsibility
1	Team Leader	B. Tech with MBA	15 years	The Team leader (TL) will co-ordinate and supervise the multidisciplinary team for this Consultancy. The TL shall guide preparation of Feasibility report, Proposal Process Management and coordination support for handholding.
2	International Infrastructure Management Expert	PG in Planning / Engineering/Management	12 years	International Infra Management Expert will be responsible for development of the infrastructure plan corresponding to the concept plan and prepare and also undertake infrastructure gap assessment and prepare the feasibility report
3	Architect	B Arch	10 years	Architect will be responsible for developing concept plans and drawings for the proposed interventions to showcase various options for utilization enhancement of the Stadia and prepare the feasibility report.
4	Financial Expert	MBA (Finance) /CA	10 years	The Financial Expert shall undertake financial analysis and assess economic & financial viability of the project/ utilization enhancement of stadia/assets.

2.5.2 Proprietary data

All documents and other information provided by the MYAS or submitted by the Consultant to the MYAS shall remain or become the property of the MYAS. The selected Consultant is to treat all information/data as strictly confidential. The MYAS will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner, provided by the Consultant to the MYAS in relation to the proposed project shall be the property of the MYAS. The consultant shall return all such material to MYAS after its use by the consultant for the said work and will not use the same for any other purpose at any time.



2.5.3 After acceptance of offer and submission of Performance security, the successful bidder will be required to meet Director (SP-II) MYAS to have in depth discussion on the specific scope of work and methodology to carry it out and list of specific deliverables as stated herein..

2.5.4 The successful bidder will discuss the progress of work /collection of information etc at least every 15 days so that MYAS is aware of the progress of work and so as to facilitate the bidder to submit the report timely.

2.5.6 The final report (**10 hard Copies and 1 soft copy**) will be submitted by the successful bidder within 3 months of award of work.

2.5.7 100 % of the order value will be paid on submission of the final report to the satisfaction of MYAS within 3 months from the date of issue of work order. In case of any delay in the same Liquidation damages will be levied @ 0.5% of the order value per day for 10 days and @ 0.7% per day for the next 10 days. Delay beyond 20 days will result in cancellation of the workorder at the risk and cost of the bidder and Performance security forfeited apart from any other action which may be taken by MYAS like blacklisting etc.

3. ELIGIBILITY CRITERIA:

- (i) The bidder for this RFP shall be a registered company in India under the Companies Act 1956 or a Society / Trust registered under the relevant provisions / Acts in India.
- (ii) The scope of work in this RFP should be covered in the Articles and Memorandum of Association or aims / objectives of the bidder organization.
- (iii) The bidder shall have prior experience of providing consultancy in the design/management of Public Private Partnership (PPP) projects during the period from 1.4.2010 to 31.12.2015 anywhere in the world with a consultancy cost of at least Rs.20 lakhs.
- (iv) The bidder should have valid registrations required for providing consultancy i.e. for Service Tax, EPF, PAN and TAN.
- (v) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings / conviction against the bidder at any point of time.
- (vi) None of the Full time Directors of the interested Bidder has any relative working in MYAS and/or SAI and/or any other organization under the MYAS.
- (vii) The bidder should be solvent.
- (viii) No consortium is allowed.

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Note :-

- (i) **Experience & turnover of 100% owned subsidiaries can be considered for the purpose of eligibility conditions. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company. The company has to be necessarily registered in India as per clause 3.(i) and 100% owned subsidiary may be registered anywhere in the world.**
- (ii) **A Bidder shall submit only one proposal. IN CASE MORE THAN ONE PROPOSAL IS RECEIVED FROM THE BIDDER, ALL SUCH PROPOSALS SHALL BE DISQUALIFIED.**

4. SUBMISSION OF PROPOSALS:

4.1 The bid will be submitted in 1 sealed cover.

This sealed cover will in turn contain 2 sealed covers one containing Technical Bid and the other Financial Bid.

The Technical Bid shall be placed in a sealed cover clearly marked as **“Technical Bid in response to Department of Sports RFP No. 5-5/2015-SP-V datedMarch, 2016 for appointment of Consultant for preparing Feasibility Report (FR) for optimal use of MYAS Sports Complexes located in Delhi”**. Name of the Bidder along with his address, telephone number, mobile number and Stamp will also be there on this envelope.

Similarly, the Financial Bid shall be placed in a sealed cover clearly marked as **“Financial Bid in response to Department of Sports RFP No. 5-5/2015-SP-V datedMarch, 2016 for appointment of Consultant for preparing Feasibility Report (FR) for optimal use of MYAS Sports Complexes located in Delhi”** and will also mention the name of the Bidder along with his address, telephone number, mobile number and Stamp.

The envelopes containing the Technical Bid and Financial Bid shall be placed in an outer envelope and sealed. This outer envelope shall be clearly marked as **“Bid in response to Department of Sports RFP No. 5-5/2015-SP-V datedMarch, 2016 for appointment of Consultant for preparing Feasibility Report (FR) for optimal use of MYAS Sports Complexes located in Delhi”**. This envelope shall bear the following address as well as the name of the Bidder along with his address, telephone number, mobile number and Stamp.

The Bid shall be addressed to:

The Under Secretary (Sports-V)
Department of Sports,
Ministry of Youth Affairs and Sports,
Government of India,
Room No. 102 ‘C’ Wing, Shastri Bhawan,
Dr. Rajendra Prasad Road, New Delhi-110001.
Tele No. 011-2338 1003



- 4.2 The proposal may be sent by post or delivered in person at the above mentioned address. The responsibility for ensuring that the Proposals are delivered in time would vest with the Bidder. MYAS shall not be responsible if the Proposals are delivered late or elsewhere or premature opening if the envelope is not sealed properly.
- 4.3 Proposals received either by post or courier service or in person after the specified date and time **will not be opened or considered**. MYAS, at its discretion, may extend the deadline for the submission of the proposals.
- 4.4 **Technical Bid will consist of the following documents –**
- (i) Certificate of Incorporation/ Registration in support of Para 3 (i) above.
 - (ii) Copy of Articles and Memorandum of Association or aims and objectives of the Society. With the relevant para underlined and highlighted in support of Para 3 (ii) above.
 - (iii) Copy of Annual Report of the bidding organization for the last 2 years, inter-alia, containing audited statement of Accounts of the organization. i.e. report for the years 2013-14 and 2014-15 or for the years 2012-13 and 2013-14. **Report prior to 2012-13 will not be accepted**. Further, in case audited report for 2014-15 is not available, then please mention reason for delay in making the said audit report.
 - (iv) Certificate from Principal Client(s) establishing satisfactory experience as defined in eligibility criteria mentioned in Para 3 (iii) above. List of name, address, telephone number. Mobile no. and email id of the said client(s) also to be given.
 - (v) Copy of Certificates for Service Tax & EPF Registration and copy of PAN and TAN in support of para 3 (iv) above.
 - (vi) **Annexure – I to V** duly filled in including certificate about relatives as per format enclosed as **Annexure - II** in support of para 3 (vi) above.
 - (vii) Board's resolution(s) in favour of authorized signatory of the bidder.
 - (viii) Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.
 - (ix) Copy of RFP & clarifications issued by MYAS to this RFP, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of the RFP.
 - (x) Solvency certificate in support of eligibility at 3 (vii) above. Solvency Certificate should not be dated more than one (1) month old from the last date of submission of bid.
 - (xi) A non refundable fee of Rs.6000/- as explained in para 8 below.

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- (xii) Earnest Money Deposit (EMD) of Rs.40,000/- (Forty Thousand only) as explained in para 9.1 below.
- (xiii) Methodology, work plan and understanding of TOR-Statement as to how the bidder will carry out the study-Responsiveness to the bid-Presentation.
- (xiv) Index of the technical bid.

4.5 The Financial Bid contain the following –

Duly filled in **Annexure VI** and kept in a separate sealed cover as explained in Para 4.1 above.

4.6 Both Technical bid and Financial Bid shall not contain any conditions by the bidder. Any such conditional Bid shall be rejected summarily.

4.7 All papers which are a photocopy and submitted as part of the proposal shall be duly attested by the Company's CS/ CA or by the Secretary of the Society (in case the bidding company is a Society)

4.8 Each of the pages of the proposal submitted will be signed and stamped by the Authorized Signatory of the Bidder Firm.

4.9 Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned in the proposal. Index of the documents submitted in this RFP should be given and location of the documents submitted should be clearly mentioned in the Index so that the evaluation committee is able to easily locate them.

4.10 Tenders received after the due date and time will be summarily rejected. In case any bidder does not submit any of the documents as asked for in the technical bid, the bid is liable to be rejected. However, competent authority may allow him to submit the same subsequently within stipulated time subject to the following conditions:-

- (i) The date of such document will be prior to the last date of submission of bid.
- (ii) Such document is not the document stated in para 4.4 (vi), (vii), (viii), (xi), (xii), (xiii).

4.11 The validity of the bids submitted will be for a period of 6 months from the last date of submission of Bid as per this RFP.

5. Clarifications on the RFP DOCUMENT: -

5.1 The prospective bidder Organization requiring any clarification on this document shall notify MYAS in writing or by Fax at the MYAS mailing address stated in the and latest by the date and time as indicated in Information Sheet of this document. Such bidder will specify Name, address, telephone No. Mobile No. email ID of the authorized signatory of the bidding organization and the name of the organization. Clarifications sought, are to be asked in the following format:-



S. No.	Clause No. of the RFP	Query / Clarification sought	Name of the Organization asking the query

5.2 A pre bid meeting will be held with the prospective Bidders at the date , time and venue as stated in the Information sheet of this document.

5.3 Clarifications issued by MYAS, if any, shall be uploaded on MYAS website and shall form an integral part of this document and shall amount to an amendment of relevant clauses of this document. As such the prospective bidders are required to see the MYAS website regularly.

6.0 OPENING OF PROPOSALS:

6.1 MYAS shall open the Technical Bid at the date, time and venue as stated in the Information sheet of this document in the presence of representatives from participating Organization, who choose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the Government, the proposals will be opened on the next working day, time and venue remaining unaltered.

6.2 The representatives of bidders who wish to be present at the time of the opening of proposals are required to bring authorization letter from the authorized signatory of the Organization.

7. CERTIFICATE ABOUT RELATIVES IN MYAS:

7.1 Each of the Full time Directors of the Bidder Firm shall give a certificate that none of his/her near relative is working in the MYAS (including SAI) where the bidder is going to apply for the Proposal, in the Format enclosed as **Annexure – II.**

7.2 A person shall be deemed to be a relative of another if, and only, if,

- (a) They are members of a Hindu Undivided Family; or
- (b) They are husband and wife; or
- (c) The one is related to the other in the manner indicated below:-
 - (1) Father
 - (2) Mother (including step-mother)
 - (3) Son (including step-son)
 - (4) Son's wife
 - (5) Daughter (including step-daughter)
 - (6) Father's father
 - (7) Father's mother
 - (8) Mother's mother
 - (9) Mother's father
 - (10) Son's son
 - (11) Son's son's wife
 - (12) Son's daughter

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- (13) Son's daughter's husband
- (14) Daughter's husband
- (15) Daughter's son
- (16) Daughter's son's wife
- (17) Daughter's daughter
- (18) Daughter's daughter's husband
- (19) Brother (including step-brother)
- (20) Brother's wife
- (21) Sister (including step-sister)
- (22) Sister's husband

8. AVAILABILITY OF RFP/PROCESSING FEE

RFP can be downloaded from the website of this Ministry at www.yas.nic.in as well as "eprocure.gov.in" and "tenders.gov.in". Each bid will be accompanied with a non-refundable fee of **Rs.6,000/- only** (Rupees Six Thousand Only) (Rs. 1000/- towards the cost of **RFP** plus Rs. 5000/- as processing fee) payable by means of a Demand Draft / Banker's Cheque drawn in favour of the PAO, Department of Sports, Government of India payable at New Delhi. Technical Bids not accompanied by the prescribed fee shall be summarily rejected.

9. EARNEST MONEY DEPOSIT:

- 9.1 To safeguard the interests of the Government, each bid will also be accompanied by an Earnest Money Deposit (EMD) of **Rs.40000/- only (Rupees forty thousand only)**. Earnest Money shall be deposited along with the Technical Bid by means of a Demand Draft / Banker's Cheque drawn in favour of the PAO, Department of Sports, Government of India payable at New Delhi. Technical bids not accompanied by EMD shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.
- 9.2 EMD will be returned to all unsuccessful bidders without interest as soon as practicable after a decision on bids.
- 9.3 The earnest money shall be liable for forfeiture in the following events:
 - (i). If the Bid is withdrawn during the validity period or any extension thereof.
 - (ii). If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (iii). If the Bidder tries to influence the evaluation process.
 - (iv). If the Bidder after acceptance of the bid by the Employer in writing fails to appear for signing the contract document for undertaking the assigned job in question.
 - (v) Fails or refuses to furnish the performance Security in accordance with conditions of the RFP.



10. PERFORMANCE SECURITY DEPOSIT:

- 10.1 Successful bidder shall, within 7 days from the date of issue of work order, submit written acceptance of the same to Under Secretary SP(V) and deposit a sum equal to five per cent of the total order value in the form of Bank Draft drawn in favour of PAO Department of Sports. On receipt of the said security deposit and signing of contract as per the format at **Annexure VII**, the Earnest Money deposit of the successful bidder would be returned without interest.

11. EVALUATION:

- 12.1 The proposals will be screened based on the eligibility criteria and submission of all the requisite documents, as asked for in this RFP. Technical bids will be opened first and evaluated.
- 12.2 The Bidders whose Technical Bids are considered responsive & eligible would be asked to make a presentation. Evaluation committee may also inspect the Organization, if so desired.
- 12.3 Bidders meeting the requirements in Para 12.1 above will be evaluated on the basis of technical parameters as below

S.N.	Parameter	Marks
1.	Successful experience of similar projects	10
	No of years of experience (should have done 1 project in each of the years claimed)	5
	Value of consultancy work carried out in India	5
2.	Experience of Key personnel	
	Qualification	10
	No of years of relevant experience	15
3.	Methodology, work plan and understanding of TOR	
	Statement as to how he will carry out the study	15
	Responsiveness to the bid with reference to specific aim of the MYAS	5
	Presentation	5
	Total	70

- 12.4 **Organizations getting at least 60% of 70 marks (i.e. 42 marks) from the evaluation only will be considered further.** Marks awarded for technical evaluation are say X.
- 12.5 The Financial Bids of only those Bidders who qualify in the Technical Bids as stated in para 12.4 above will be opened and evaluated.
- 12.6 The Date, time and venue of opening of Financial Bids will be intimated to all concerned through MYAS website with the list of such bidders. The authorized signatories/representatives of such bidders who wish to attend the Financial bid opening may please do so. The representatives of bidders who wish to be present at the time of the



opening of financial proposals are required to bring authorization letter from authorized signatory of the Organization

- 12.7 The bidder who quotes least price inclusive of all statutory taxes and cess (i.e. Amount C) in the financial bid will be awarded 30 marks.

The rest would be awarded marks at pro-rata basis. Example if the least bidder quoting 25 lakh will get 30 marks, the bidder quoting 50 lakh will get $30 \times 25/50 = 15$ marks.

Marks awarded for financial evaluation are say Y.

- 12.8 The marks of technical evaluation and financial evaluation will then be added. The successful bidder will be the one who gets highest total of marks of technical evaluation and financial evaluation. i.e Highest total of X&Y (X+Y).**

13. GENERAL :

- 13.1 Department of Sports, MYAS reserves right to accept or reject any or all proposal (s) or to annul the RFP process and reject all proposals, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of MYAS's action.
- 13.2 Any effort by a Bidder to influence the proposal comparison/evaluation/ work award decision by way of overt/covert canvassing shall result in non consideration and rejection of its proposal.
- 13.3 Department of Sports, MYAS reserves the right to change the schedule of dates / time stated in this RFP. Changes, if any, will be displayed on the website of MYAS. As such, the bidders are requested to regularly check the MYAS website.
- 13.4 The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Department of Sports, MYAS or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 13.5 Department of Sports, MYAS, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 13.6 Department of Sports, MYAS accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

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- 13.7 Department of Sports, MYAS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 13.8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department of Sports, MYAS or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and the Department of Sports, MYAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 13.9 The bidder will be responsible for taking any licence/permission required for undertaking this work.
- 13.10. The bidder shall fully indemnify, hold harmless and defend MYAS and its officers / employees / , agents / stockholders / Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of the bidder contained in the RFP, (2) any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.

13.11 In case of any dispute, Jurisdiction of courts in New Delhi will apply.

- 13.12 The responsibility of giving truthful information without concealing any facts is that of the Bidder(s). In case, at any stage, it is found that any information given by the Bidder(s) is false / incorrect / concealed, then Department of Sports, MYAS shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of MYAS's action.

Vinod Kr

Details about the Bidder Firm

S.No.	Particulars	
1.	Full name of the Bidder firm (In UPPER CASE letters)	
2.	Full address of the Bidder firm	
3.	(A) Telephone No. (B) Fax No. (C) e-mail address	
4.	Names and details of Directors of the bidding firm (Address, contact telephone Number, Mobile number, FAX No., Email IDs, DIN No. of each of the Directors)	
5.	Has the bidder firm been black listed by any organization. If so, attach the details of the same.	
6.	PAN :	
7.	TAN :	
8.	Service Tax registration No.:	
9.	Registration Details of EPF:	

10. It is hereby certified that M/s _____ (The bidding Firm herein) has never been black-listed by Central/ State governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time.

11. It is hereby submitted that all the terms and conditions of this RFP are acceptable to the Bidder firm.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory
Name of Authorized Signatory
Company / Society Stamp

Vinod Kr

Details of Authorized Signatory:

- (i) Designation:
- (ii) Phone No.
- (iii) Mobile No.
- (iv) Fax No.
- (v) Email :
- (vi) Postal address:

Vinod K.

**PROFORMA FOR DECLARATION BY EACH OF THE FULL TIME DIRECTORS OF
THE BIDDING COMPANY / SOCIETY**

It is hereby certified that no relative(s) of any of the full time director(s) of M/s are employed in MYAS or any other organization under MYAS as per details given in RFP document (relative(s) as defined in the RFP document). In case at any stage, it is found that this information given is false/ incorrect, MYAS shall have the absolute right to take any action as deemed fit without prior intimation to the bidder.

Name, Signature & Seal of the Authorized signatory
Name of the Company / Society

Vinod Kr.

Details of personnel proposed to be detailed for this project by the bidder

Details of Name, Designation, Qualification and Experience of each individual mentioned above may be attached as Appendix to this Annexure.

Sl No.	Name	Designation	Qualification	Experience (number of years)	Secretarial Assistance

Note :-

1. If any of the staff as stated above he leaves the assigned work in between, the same will be replaced with same or better staff immediately by the bidder.
2. Providing requisite support / assistance like transport / secretarial assistance/ stationary, etc. to the above staff will be the responsibility of the bidder.

Signature of Authorized Signatory,
Name of Authorized Signatory
Stamp



Details of the experience in successfully executing similar projects in the past 5 years.

S. No.	Type of activity	Title of the Project/Job	Name & address of the Client	Duration of Project (in months) & Year of Start & Completion	Value of the Project/ Job (Rs. in Lakh)	Details of Services /Products delivered

Enclose certificate from client.

Signature of Authorized Signatory.

Name of Authorized Signatory

Stamp

Vinod Kr

Check-List

RFP for appointment of Consultant for preparing Feasibility Report (FR) for optimal use of Ministry of Youth Affairs & Sports (MYAS) Sports Complexes in Delhi.

S.N.	Document/Items	Attached Yes/No	Page no. on which attached
1.	Certificate of Incorporation/ Registration in support of Para 3 (i) above.		
2.	Copy of Articles and Memorandum of Association or aims and objectives of the Society. With the relevant para underlined and highlighted in support of Para 3 (ii) above.		
3.	Copy of Annual Report of the bidding organization for the last 2 years, inter-alia, containing audited statement of Accounts of the organization. i.e. report for the years 2013-14 and 2014-15 or for the years 2012-13 and 2013-14. Report prior to 2012-13 will not be accepted. Further, in case audited report for 2014-15 is not available, then please mention reason for delay in making the said audit report.		
4.	Certificate from Principal Client(s) establishing satisfactory experience as defined in eligibility criteria mentioned in Para 3 (iii) above. List of name, address, telephone number. Mobile no. and email id of the said client(s) also to be given. Details of Projects executed along with supporting documents in support of Para 3(iii) of RFP. Please highlight specific project and supporting documents in support of its successful execution) like acceptance of UC/ successful completion certificate, etc.)		
5.	Copy of Certificates for Service Tax & EPF Registration and copy of PAN and TAN in support of para 3 (iv) above.		
6.	Annexure – I to V duly filled in including certificate about relatives as per format enclosed as Annexure - II in support of para 3 (vi) above.		
7.	Board's resolution(s) in favour of authorized signatory of the bidder authorizing him to correspond with MYAS for the RFP.		

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8.	Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.		
9.	Copy of RFP & clarifications issued by MYAS to this RFP, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of the RFP.		
10.	Solvency certificate in support of eligibility at 3 (vii) above from the bank of the organization or chartered accountant. Solvency Certificate should not be dated more than one (1) month old from the last date of submission of bid.		
11.	A non refundable fee of Rs.6000/- as explained in para 8.		
12.	Earnest Money Deposit (EMD) of Rs.40,000/- (Forty Thousand only) as explained in para 9.1.		
13.	Methodology, work plan and understanding of TOR-Statement as to how the bidder will carry out the study-Responsiveness to the bid-Presentation.		
14.	Index of the technical bid.		
15.	The English translation of documents not submitted in English Language.		
16.	Signature of authorized signatory on each page		
17.	Attestation of documents which are a photocopy.		

Vinod Kr

To

Shri Vinod Kumar
Under Secretary (Sports-V)
Department of sports,
Ministry of Youth Affairs & Sports,
Government of India,
Room No.102. 'C' Wing,
Shastri Bhavan, New Delhi-110 001.

Sub: Bid preparing Feasibility Report (FR) for Optimal use of Department of Sports, MYAS Sports complexes located in Delhi.

Financial Bid

Name of bidder Agency/Organization with address:

Sl. No.	Details	Total Cost (Rs.)
1.	Cost of the project	Say A
2.	Statutory Taxes / Cess (pl. specify each)	Say B
3.	Total cost of the project (all inclusive)	A+B = C

Date:

Place:

Signature of Authorized Signatory.
Name of Authorized Signatory
Designation
Stamp



**CONTRACT FOR PREPARING DEFINITIVE FEASIBILITY REPORT (DFR)
FOR OPTIMAL USE OF MINISTRY OF YOUTH AFFAIRS & SPORTS (MYAS)
SPORTS COMPLEXES LOCATED IN DELHI**

**BETWEEN
GOVERNMENT OF INDIA
MINISTRY OF YOUTH AFFAIRS AND SPORTS
DEPARTMENT OF SPORTS
NEW DELHI**

AND

SUCCESSFUL BIDDER

DATED

Contract

This contract (hereinafter called the "Contract") is made on this Day of the month of March, 2016 between the President of India acting through Ministry of Youth Affairs & Sports, Department of Sports, Govt. of India, New Delhi (hereinafter the called the "Employer") of the first part

And

..... (Successful Bidder) (hereinafter the called the "Consultant").

The word "Party" hereinafter means either the "Employer" or "Consultant" as the case may be and "Parties" means both of them.

Whereas the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for Proposal (RFP) dated _____ issued by the Employer and

Whereas the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services.
2. The Consultant shall execute the work as mentioned in the RFP on the terms and conditions stated in the RFP Unless terminated earlier pursuant to Clause 3 hereof, this Contract shall



expire at the end of such time period after the Effective Date as specified in the RFP mentioned in Para 2 above.

3. 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.
4. 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.
5. It is the Employer's policy to require that the Employer as well as Consultant observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value 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 the Employer, 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;

6 Force Majeure.

(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 Sub-Consultants or agents or employees, nor (ii) any

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event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

6.1 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

6.2 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 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) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either: (i) demobilize; or (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) 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 15.

7. Suspension: The "Employer" 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 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.



8. Termination

8.1 **By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified below:-

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” 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 go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”. (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If the Consultant fails to provide the quality services as envisaged under this Contract.
- (g) If, as a 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 the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

8.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in case of the event referred to in 8.1 (h).

8.2 **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified below:-

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(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 15 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as a 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 the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.

(d) If the "Employer" 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 the "Employer" of the Consultant notice specifying such breach.

8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clause 4 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, 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 9.3 hereof, (iii) the Consultant obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 9.6 hereof, and (iv) any right which a Party may have under the Law.

8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 4.1 or 4.2 thereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 4.1 or 4.2 hereof, the "Employer" shall make the following payments to the Consultant: (a) If the Contract is terminated pursuant to Clause 8.1 (g), (h) or 8.2, remuneration for the Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 8.1 (a) to (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 16 of this agreement. The Consultant will be required to pay any such liquidated damages to the Employer within 30 days of termination date.

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8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 8.1 or in Clause 8.2 hereof has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to Clause 15 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

OBLIGATIONS OF THE CONSULTANT

9. General

9.1 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 the "Employer", and shall at all times support and safeguard the "Employer"'s legitimate interests in any dealings with Sub-Consultants or Third Parties.

9.2 Conflict of Interests: The Consultant shall hold the "Employer"'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 the Employer and seek its instructions.

9.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause 13 hereof shall constitute the Consultant only payment in connection with this Contract and, subject to Clause 9.2.2 hereof, 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 any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

9.2.2 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, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting

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services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

9.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and 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.

9.3 Confidentiality: Except with the prior written consent of the "Employer", 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, or as a result of, the Services.

9.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the contract, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

9.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer".

9.6 Consultant's Actions Requiring "Employer"'s Prior Approval: The Consultant shall obtain the "Employer"'s prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Annexure 5. (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

9.7 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the

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“Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, 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 the Employer and the Employer 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 the “Employer’s prior written approval to such agreements, and the Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

10. CONSULTANT PERSONNEL AND SUB-CONSULTANTS

10.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services as mentioned in Annexure 5.

10.2 The Consultant shall not change the personnel mentioned in Annexure 5 without the prior approval of the Employer.

11. OBLIGATIONS OF THE “EMPLOYER”. If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. service tax or any such applicable tax from time to time, the same shall be recovered by the Employer from the Consultant.

12. PAYMENTS TO THE CONSULTANT. The payment shall be made by the Employer to the Consultant as stated in para 2.5 of the RFP.

13. FAIRNESS AND GOOD FAITH

13.1 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.

13.2 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 use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 15 hereof.

 Vinod Kr

14. SETTLEMENT OF DISPUTES

14.1 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 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 15.2 shall become applicable.

14.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under Indian Arbitration and Conciliation Act, 1996. Secretary, Department of Sports or the person so appointed by him will be the Arbitrator in this case. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

14.3. Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

14.4 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 the Employer 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.

15. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, 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 Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

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

(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 Contractor/Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

16. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular: (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and (b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract. 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.

(Witnesses)

- (i)
- (ii)

In presence of (Witnesses)

- (i)
- (ii)

Signed by.....

1. For and on behalf of the President of India [Name of "Employer"]

[Authorized Representative]

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

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant
[name of member]

[Authorized Representative]

4. [Name of Member]

[Authorized Representative]

