

**RAJASTHAN STATE SPORTS COUNCIL  
SMS STADIUM, JAIPUR**

**REQUEST FOR PROPOSAL**

**FOR SELECTION OF CONSULTANT FOR DEVELOPMENT AND MAINTENANCE OF SPORTS  
INFRASTRUCTURE IN THE RAJASTHAN STATE**

**PART-I**

**Rajasthan State Sports Council**

**Selection of Consultant for Development and Maintenance of Sports Infrastructure in the Rajasthan State**

**Table of Contents**

**Bidding Document (Request for Proposals)**  
**Disclaimer** .....  
**Notice Inviting Bids (Proposals)** .....  
**Section I : Instructions to Bidders and Bid Data (ITB)** .....  
**Section II : Qualification and Evaluation Criteria** .....  
**Section III : Terms of Reference (TOR)** .....  
**Section IV : Bidding Forms** .....  
**Section V : Conditions of Contract** .....  
**Section VI : Contract Forms** .....

### **Disclaimer**

- A. The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Rajasthan State Sports Council (RSSC) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- B. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for RSSC, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.
- C. RSSC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
- D. RSSC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document



(NIB for Publication on State Public Procurement Portal)

## Rajasthan State Sports Council SMS Stadium, Jaipur

(Telephone No. 0141-2742468 Fax No. 0141-2740568 email id [rsscjaipur@gmail.com](mailto:rsscjaipur@gmail.com))

### NOTICE INVITING PROPOSALS (BIDS)

NIB No 04/2018-19 Date 03/05/2018

1. Single Stage Two-Envelopes unconditional Technical and Financial Proposals (Bids) are invited by Rajasthan State Sports Council for the following work:

S. N.	Name of work	Estimated cost	E.M.D. (Rs)	Tender fee (Rs)	Date of Issue of Tender	Processing Fees	Last Date of submission & opening	Period of Selection
1.	Selection of consultant for development and maintenance of sports infrastructure in the Rajasthan State	40.00 lacs	80,000.00 (Refundable)	2,000.00 (Non Refundable)	05.05.2018 to 21.05.2018	500/- <b>Payable MD, RISL, Jaipur</b>	Up to 21.05.2018 Time 3.00 PM & Opening 22.05.2018 Time 5.00 PM	2 Years

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Bidding forms, Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. can be Downloaded online and obtained from the office of RSSC, Jaipur on payment of Rs. 2000/- (cost of tender) in cash or by demand draft favouring Secretary, Rajasthan State Sports Council payable at Jaipur. Or the tender document can be downloaded for the official website [www.rssc.in/](http://www.rssc.in/) or <http://sppp.raj.nic.in> & [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
3. The procedure for submission of bids including payment of price of Bidding Document, Bid Security, etc. has also been specified on the Portal and the Bidding Document.
4. The Technical Bids shall be opened Downloaded online at 05.00 PM on Dated 22.05.2018 in the office of Secretary, Rajasthan State Sports Council in the presence of the Bidders or their representatives who wish to be present.
5. The Rajasthan State Sports Council is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.
6. The Bidders shall have to submit proofs of their GST Tax registration and the Permanent Account Number (PAN) of Income Tax.
7. Financial bid shall be opened online after assessment of Technical bid documents of all participant tendered. Financial bid will be opened and considered only if the firm qualifies technically.
8. Complete address with all relevant details of contact person should be given by the tendering firm.
9. The complete EXPRESSION OF INTEREST should be duly signed by authorized person of the tendering firm.
10. The work is to be completely finished to the satisfactions of Engineer-in-charge/RSSC within stipulated period of completion.
11. Earnest Money of Rs. 80,000/- shall be deposit the DD is to be uploaded with tender with tender document and physically to be deposited with technical bid.
12. The RSSC reserves the right to accept/reject any or all of the tenders without assigning any reason whatsoever and its decision will be final.

13. Tender forms, as issued by Rajasthan State Sports Council Jaipur should be uploaded with all enclosures to the office of issue on or before the date for submission of tender.
14. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain over-writing in figures or words or corrections not validated, will be liable to rejection.
15. All taxes, surcharge etc shall be borne by the agency.
16. The agency will not put any condition in the tender and RSSC shall have right to reject the conditional tender.
17. The conditions/requirements of bid may be relaxed in the interest of RSSC.
18. Financial Bid of only those bidders would be opened who, qualify in technical bid.
19. All the documents submitted by the participant firm should be self attested.

Secretary,  
Rajasthan State Sports Council  
SMS Stadium, Jaipur



# Rajasthan State Sports Council

## SMS Stadium, Jaipur

(Telephone No. 0141-2742468 Fax No. 0141-2740568 email id [rsscjaipur@gmail.com](mailto:rsscjaipur@gmail.com))

NOTICE INVITING PROPOSALS (BIDS)

NIB No 04/2018-19 Date 03/05/2018

RSSC, Jaipur invites tender from reputed and requisite experienced architects/architectural/engineering Firms for following work.

S. N.	Name of work	Estimated cost	E.M.D. (Rs)	Tender fee (Rs)	Date of Issue of Tender	Processing Fees	Last Date of submission & opening	Period of Selection
1.	Selection of consultant for development and maintenance of sports infrastructure in the Rajasthan State	40.00 lacs	80,000.00 (Refundable)	2,000.00 (Non Refundable)	05.05.2018 to 21.05.2018	500/- <b>Payable MD, RISL, Jaipur</b>	Up to 21.05.2018 Time 3.00 PM & Opening 22.05.2018 Time 5.00 PM	2 Years

Tender form can be obtained from the office of RSSC, Jaipur on payment of Rs. 2,000/- (cost of tender) in cash or by demand draft favouring Secretary, Rajasthan State Sports Council payable at Jaipur. Or the tender document can be downloaded for the official website [www.rssc.in/](http://www.rssc.in/) or <http://sppp.raj.nic.in> & [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

EXPRESSION OF INTEREST should be present in separate 3 Envelope -

1. **Technical Bid & Qualification Documents** in first Envelope.
2. **Financial Bid (H-Schedule)** in second Envelope.
3. Above **Technical Bid & Qualification Documents** and **Financial Bid** should be sealed in the third Envelope.

Secretary,  
Rajasthan State Sports Council

**Section I**  
**Instruction to Bidders/ Service Providers**  
**and Bid Data**  
**(ITB/ ITC)**

## Section I: Instruction to Bidders/ Service Providers and Bid Data

**Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

S.No	Particulars	Clause	Description
<b>1. General</b>			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid” means a formal offer made by a Bidder/ Service Provider in form of a Proposal including Technical Proposal and Financial Proposal to RSSC in response to Notice Inviting Bids/ Proposals.
		1.1.3	“Bidder/ Service Provider” means a person or any entity who submits a Bid/ Proposal who may be selected to provide the Services to RSSC under the Contract.
		1.1.4	“Bidding Document/ RFP” means the this entire Document consisting of Notice Inviting Bids/ Proposals and I to VI Sections made available to the Bidders by RSSC for selection of the most advantageous Service Provider.
		1.1.5	“RSSC/ Client” means the Rajasthan State Sports Council, Jaipur under GO R.The selected Service Provider will sign the Contract with RSSC for the Services.
		1. 1.6	“Contract” means the Contract which shall be signed by RSSC with the selected most advantageous Bidder/ Service Provider and all its attached documents and the appendices.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Government/ GOR” means the Government of Rajasthan.
		1.1.9	“Secretary, Rajasthan State Sports Council” means the executive head of RSSC.
		1.1.10	“Instructions to Bidders/ Service Providers (ITB/ ITC)” means the document which provides the Bidders/ Service Providers with information needed to prepare their Bids/ Proposals.
		1.1.11	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by RSSC to the selected most advantageous Bidder/ Service Provider.
		1.1.12	“Personnel” means professionals and support staff in form of Key Personnel and Non-Key Personnel which will be provided by the Bidder/ Service Provider or by any Sub-Service Provider to perform the Services or any part thereof under the Contract;
		1.1.13	“Proposal” means the Technical Proposal and the Financial Proposal submitted by the Bidder/ Service Provider.
		1.1.14	“RFP” means the Request for Proposals and is the entire Bidding Document made available to the Bidders by RSSC for selection of the most advantageous Service Provider.
		1.1.15	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.16	“Services” means the tasks to be performed by the selected Service Provider within the completion period pursuant to the Contract.
		1.1.17	“Terms of Reference” (TOR) means the document included in the Bidding Document/ RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverables of the assignment.
		1.1.18	Terms not defined here shall have the same meaning as given to them in the Act.



1.2	Scope of Services	1.2.1	<p>Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur (Telephone No. 0141-2742468 Fax No. 0141-2740568 email id <i>rsscjaipur@gmail.com</i>) is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, the selected Bidder (Service Provider) to provide Services for CONSULTANT FOR DEVELOPMENT AND MAINTENANCE OF SPORTS INFRASTRUCTURE in the Rajasthan State.</p> <p>The detailed Scope of the Services has been given in Terms of Reference, Section III of the Bidding Document.</p> <p>The completion period of the present Assignment is 2 years but depending on the quality of performance and achievements of this Assignment, RSSC may consider the selected Service Provider for one more year purely at its discretion and the contractor shall be bound to work on approved prevailing rates</p>
1.3	Interpretation	1.3.1	<p>Throughout this Bidding Document:</p> <ol style="list-style-type: none"> <li>i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt;</li> <li>ii. if the context so requires, singular means plural and vice versa.</li> </ol>
1.4	Cost of the Project	1.4.1	<p>Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The RSSC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Bidders.</p>
<b>2. Code of Integrity, Conflict of Interest, etc.</b>			
2.1	Conflict of Interest	2.1.1	<p>In addition to the provisions of Rule 81, the Procuring Entity requires that Service Providers provide professional, objective, and impartial advice and at all times hold the RSSC’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the RSSC.</p> <p>Without limitation on the generality of the foregoing, Service Provider and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:</p>
	Conflicting activities	2.1.1.1	<p>A firm that has been engaged by the RSSC 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, works or non consulting service resulting from or directly related to the firm’s consulting services for such preparation or implementation.</p>
	Conflicting assignments	2.1.1.2	<p>Service Provider (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 Service Provider to be executed for the same or for another Client.</p>
	Conflicting relationships	2.1.1.3	<p>A Service Provider (including its Personnel) that has a business or family relationship with a member of the RSSC’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.</p>

		2.1.2	Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the RSSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.
		2.1.3	No agency or current employees of the RSSC's shall work as Service Provider under their own organisation. Recruiting former employees of the Client to work for their former organisation is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Service Provider nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the RSSC by the Service Provider as part of his technical proposal.
	Unfair Advantage	2.1.4	If a Service Provider could derive a competitive advantage from having provided consulting services related to the assignment in question, the RSSC shall make available to all Service Providers together with this Bidding Document all information that would in that respect give such Service Provider any competitive advantage over competing Service Providers.
	Code of Integrity	2.1.5.1	The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and in execution of the Contract. Any person participating in the procurement process or executing the Contract shall,- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process; (g) disclose conflict of interest, if any; and (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.
	Breach of Code of Integrity by the Bidder	2.1.5.2	The RSSC shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Service Provider's Proposal and completing the remaining Services.

		2.1.5.3	Service Providers shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Service Provider is awarded the Contract.
<b>3. Eligibility</b>			
3.1	General	3.1.1	A Service Provider may be a natural person, private Entity or government-owned Entity.
		3.1.2	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.1.3	A Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the RSSC under section 46 of the Act.
		3.1.4	The Bidder shall have to submit proof of registration for the Service Tax and Permanent Account Number (PAN) under Income Tax Act.
3.3	Only one Proposal by one Bidder	3.3.1	A Bidder shall submit only one Proposal If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same individual experts, in more than one Proposal.
<b>4. Contents of Bidding Document (RFP)</b>			
4.1	Sections of the Bidding Document (RFP)	4.1.1	This RFP consists of the following Sections: Notice Inviting Bids (Proposals) Section I: Instruction to Bidders/ Service Providers (ITB/ ITC) and Bid Data Section II: Qualification and Evaluation Criteria Section III: Terms of Reference (TOR) Section IV: Bidding Forms Section V: Conditions of Contract (CC) Section VI: Contract Forms
		4.1.2	The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal, <a href="http://sppp.rajajasthan.gov.in">http://sppp.rajajasthan.gov.in</a> and <a href="http://www.rssc.in">www.rssc.in</a> The Bidders may download the Bidding Document from these portals. The non-refundable price of the Bidding Document may be paid along with the Bid Security, as indicated in ITB para 4.1.3 below
		4.1.3	The instruments of payment of price of Rupees 4000 of the Bidding Document and the amount of bid security of Rupees 1,00,000 must be in the form of two separate bank demand draft/banker's cheque of a Scheduled Bank in India drawn in the name of Secretary, Rajasthan State Sports Council, payable at Jaipur (bid security may also be deposited through bank guarantee issued by of a Scheduled Bank in India in the specified format).
		4.1.4	The RSSC is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal.
		4.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
4.2	Clarification of Bidding Document	4.2.1	The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc. of the Services to be performed. If any Bidder has any doubts as to the meaning of any portion of these Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc., it shall, before submitting the Bid, refer the same to the RSSC and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the RSSC in writing or e-mail at the RSSC's address written in the beginning of the Bidding Document. The RSSC will respond in writing or e-mail to any

			request for clarification, within seven days provided that such request is received no later than Seven (7) days prior to the deadline for submission of Bids. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the RSSC deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 4.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document..
		4.2.2	At any time prior to the deadline for submission of the Bids, the RSSC, So Moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.
4.3	Amendment of Bidding Document	4.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement portal.
		4.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the RSSC may, at its discretion, extend the deadline for the submission of the Bids under due publication on the State Public Procurement Portal e-procurement portal.
<b>5. Preparation of Bids</b>			
5.1	Cost of Bidding	5.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the RSSC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		5.1.2	The Bidder shall furnish the self attested copies of the following documents with its Bid:- i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/ submitting the Bid, authorizing him to represent all partners of the firm and his contact details. ii. Permanent Account Number (PAN) issued by the Income Tax Department and Service Tax registration certificate. iii. Address of office, telephone, fax numbers, e-mail address. iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms]. v. In case of a consortium/joint venture, deed of formation of the joint venture. vi. Service Tax registration certificate
5.2	Language of Bid	5.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the RSSC, shall be written in English language and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
5.3	Documents Comprising the Bid	5.3.1	The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. The Proposals will be sealed in an outer envelope which will bear the address of the Authority, BID DOCUMENT Notice number, Agency name and the name and address of the Applicant. If the envelope is not sealed, RSSC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

		5.3.2	The Technical Bid/Proposal shall contain the following : i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; ii. Instrument of payment of price of Bidding Document and Bid Security; iii. written confirmation authorizing the signatory of the Bid to commit the Bidder; iv. documentary evidence establishing the Bidder's eligibility to bid; v. documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; vi. All documents mentioned in ITB Clause 5.1.2; and vii. others considered necessary to strengthen the Bid.
		5.3.3	The Financial Bid/ Price Proposal shall contain the following : Form FIN-1 (duly filled and signed, clearly in numeral & words)
5.4	Technical Proposal Format and Content	5.4.1	The Technical Proposal shall provide the information indicated in the following paras from 5.4.1.1 to 5.4.1.6. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.
		5.4.1.1	The Technical Proposal should include: Brief description of the Service Providers' organization (approximately 2 Pages) and an outline of the required experience. Information on required turnover, number of employees, branch offices etc. as required in Clause 3.
		5.4.1.2	Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities to be provided by the RSSC (Form TECH-3 of Section IV).
		5.4.1.3	Financial details of the firm to be provided in the form TECH-4
		5.4.1.4	A description of availability of Machinery, Equipments, Software and Professional staff to be provided in the form TECH-5. CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Service Provider (Form TECH-6 Part-II of Section IV).
		5.4.1.5	Details of Major works executed to be provided in the form TECH-7 Details of existing commitments & ongoing works to be completed in the form TECH-8
		5.4.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
5.5	Financial Proposals	5.5.1	The Financial Proposal shall be prepared using the attached Bidding Forms [Section IV, Bidding Forms]. The Bid Price shall be inclusive of all costs associated with the assignment. All activities and items described in the TOR.
5.6	Currencies of Proposal and Payments	5.6.1	The unit rates and the Prices shall be quoted by the Service Providers entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.7	Taxes	5.7.1	The Service Provider and Experts are responsible for meeting all tax liabilities arising out of the Contract.
5.8	Period of validity of Bid	5.8.1	The Service Providers' Proposals must remain valid for 90 Days after the last date of submission of Proposals. During this period, Service Providers shall maintain the availability of Professional staff nominated in the Proposal. The RSSC will make its best effort to complete negotiations within this period. Should the need arise, however, the RSSC may request Service Providers to extend the validity period of their proposals. Service Providers 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, Service Providers could submit new staff in replacement, which would be considered in the final evaluation for contract award. Service Providers who do not agree have the right to refuse to extend the validity of their Proposals.
5.9	Bid Security	5.9.1	The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rupees 1,00,000.
		5.9.2	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format included in Section IV [Bidding Forms].
		5.9.3	The instrument of Bid Security shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected.
		5.9.4	Bid Security of a Bidder lying with the RSSC in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		5.9.5	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the RSSC from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		5.9.6	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.
		5.9.7	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or iii. when the selected Bidder does not deposit the Performance Security; in the specified time limit after issue of the letter of acceptance of its Proposal; or iv. when the Bidder fails to commence the Services within the time limit specified; or v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.
		5.9.8	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the RSSC on the amount of Bid Security.
		5.9.9	The RSSC shall promptly refund the Bid Security of a Bidder at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the agreement for procurement is signed and Performance Security is furnished by the successful Bidder; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline for presenting Bids.
5.10	Format and Signing of Bid	5.10.1	All pages of the Technical and Financial Bid shall be signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid.

<b>6. Submission, Receipt and Opening of Bids</b>			
6.1	Sealing and Marking of Bids	6.1.1	Bidders shall submit their Bids to the Procuring Entity on or before the specified time on Bid Due Date.
		6.1.2	The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. The Proposals will be sealed in an outer envelope which will bear the address of the Authority, BID DOCUMENT Notice number, Agency name and the name and address of the Applicant. If the envelope is not sealed, RSSC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
6.2	Deadline for Submission of Bids	6.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids, that is upto 05.00 PM of ..... or an extension issued thereof.
6.3	Bid Opening	6.3.1	The Technical Bids shall be opened by the Bids opening committee constituted by the RSSC at 11.00 AM of ..... at the office of RSSC at Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present.
		6.3.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		6.3.3	The Bidders may choose to witness the electronic Bid opening procedure online.
		6.3.4	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and opening of the Financial Bids shall be intimated to the bidders who are found qualified by the RSSC in evaluation of their Technical Bids.
		6.3.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		6.3.6	All envelopes containing the Technical Bids shall be opened one at a time and the following read out and recorded- i. the name of the Bidder; ii. whether proof of payment of Bid Security or Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed; iii. any other details as the Bids opening committee may consider appropriate. After all the Bids have been opened, shall be initialled and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.
		6.3.7	Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except that not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.
		6.3.8	The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder, any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		6.3.9	After completion of the evaluation of the Technical Bids which includes evaluation of the presentation by the Bidders, the RSSC shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to

			attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated to them in writing by the RSSC.
		6.3.10	The RSSC shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive or not qualified due to not securing minimum qualifying marks in accordance with the requirements of the Bidding Document.
		6.3.11	The Bids opening committee shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the RSSC.
		6.3.12	All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded- i. The name of the Bidder; ii. The Bid Prices; iii. Any other details as the Bids opening committee may consider appropriate. After all the Bids have been opened, shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters shall be initialled and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.
		6.3.13	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder, the Bid Price and any conditions put by the Bidder. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
<b>7. Evaluation and Comparison of Bids</b>			
7.1	Confidentiality	7.1.1	From the time the Proposals are opened to the time the Contract is awarded, the Service Providers should not contact the RSSC on any matter related to its Technical and/ or Financial Proposal, except when invited by RSSC to give their presentations on Technical Bids. Any effort by Service Providers to influence the RSSC or GOR in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Providers' Proposal. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Service Provider wishes to contact the RSSC on any matter related to the selection process, it should do so only in writing. While evaluating the Proposals, the RSSC will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
7.2	Clarification of Technical or Financial Bids	7.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		7.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		7.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		7.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.



7.3	Deviations, Reservations and Omissions in Technical or Financial Bids	7.3.1	During the evaluation of Technical or Financial Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
7.4	Correction of Arithmetical Errors in Financial Bids	7.4.1	Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis: i. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. The Bidder shall have to accept the arithmetical corrections made as above.
7.5	Responsiveness of Technical or Financial Bids	7.5.1	The RSSC's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.
		7.5.2	A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and requirements of the Bidding Document. A material deviation, reservation, or omission is one that: (a) If accepted, would- i. Affect in any substantial way the scope, quality, or performance of the Services; or ii. Limits in any substantial way, inconsistent with the Bidding Document ,the RSSC's rights or the Bidder's obligations under the proposed Contract; or (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		7.5.3	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the RSSC and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
7.6	Evaluation of Technical Proposals	7.6.1	The RSSC's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in Section II, Evaluation Criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70 out of 100. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
7.7	Evaluation of Financial Proposals	7.7.1	The Service Provider is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, including Service Tax specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

7.8	Taxes	7.8.1	Income Tax shall be deducted by RSSC at source from all payments made to the Service Provider. As per provisions of prevalent Income Tax law. Service Tax, as applicable shall be paid by the Service Provider to Central Excise Department.  For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
7.9	Evaluation	7.9.1	The financial bids shall be opened for only those Agencies which fulfil all the minimum technical criteria. The firm with the lowest evaluated Financial Proposal will be invited for negotiations.
<b>8. Negotiations and Clarifications</b>			
8.1	General	8.1.1	The Agency with the lowest financial bid shall be invited for negotiations at the office of RSSC at Jaipur on a date to be informed after completion of evaluation of Bids. The Service Provider or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Service Provider may attend negotiations.
		8.1.2	In case of non-satisfactory achievement of rates from highest ranked Bidder, the Bid evaluation committee may choose to make a written counter offer to the highest ranked Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second highest Bidder, then to the third highest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
		8.1.3	The RSSC shall prepare minutes of negotiations that are signed by the RSSC and the Service Provider or its authorised representative.
<b>9. Award of Contract</b>			
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the RSSC shall inform the selected Service Provider in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Service Provider. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Service Provider given in the Proposal.  In the written intimation of acceptance of its Proposal sent to the selected Service Provider, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period of 15 (fifteen) days from the date on which the LOA or LOI is despatched to the selected Service Provider.  RSSC shall promptly notify all Service Providers who have submitted proposals about the acceptance of the selected offer and also place this information on the State Public Procurement Portal.  RSSC shall have the right to create a panel of upto 3 service providers, if needed at lowest negotiated rates.
		9.1.2	If the Service Provider, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the RSSC shall take action against the successful Service Provider as per the provisions of the Act and the Rules. The RSSC may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of selected Service Provider, to the Service Provider with next highest or most advantageous responsive Proposal.
		9.1.3	The Service Provider is expected to commence the assignment within 15 Days from the date of issue of letter of acceptance.

9.2	Performance Security	9.2.1	Performance Security shall be solicited from the selected Service Provider except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be <u>ten percent of the Fixed monthly amount of the Contract</u> . The currency of Performance Security shall be Indian Rupees. The Service Provider shall deliver the Performance Security to the Procuring Entity within 15 days after issue of the Letter of Award.																				
		9.2.2	Performance Security shall be furnished in one of the following forms: (a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or (b) Bank guarantee. It shall be in the form given in Section VI, Contract Forms, issued by a Scheduled Bank in India. Performance Security furnished in the form of Bank guarantee shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Service Provider.																				
		9.2.3	Forfeiture of Performance Security: the amount of Performance Security in full or part may be forfeited in the following cases :- a) when the Service Provider does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or b) when the Service Provider fails to commence the Services as per Letter of Award within the time specified; or c) when the Service Provider fails to complete the Services satisfactorily within the time specified; or d) when any terms and conditions of the contract is breached; or e) if the Service Provider breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the RSSC in this regard shall be final.																				
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees.																				
9.4	<p><b>Schedule of Payments:-</b> In consideration of the performance of the Contract, the Rajasthan State Sports Council, Jaipur shall pay to the applicant as consideration for his services as set forth below:- For the services in the scope of work the Consultant shall be paid in the following stages consistent with the work done plus reimbursable expenses as agreed upon. Payment made to the consultants are on account and shall be adjusted against the final amount payable.</p> <table border="1"> <thead> <tr> <th>Stage</th> <th>Description of deliverables</th> <th>Key Days</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Stage-I</td> <td>On submission of 1. Survey &amp; soil investigation report. 2. Detailed specifications &amp; Technical report. 3. Approval of Basic drawings by technical committee of RSSC (Secretary, FA &amp; AEN).</td> <td>30 Days</td> <td>15% of the total fees payable.</td> </tr> <tr> <td>Stage-II</td> <td>On submission of complete set basic working drawings &amp; Detailed cost estimate Detailed structural designs (with proof check by NIT/IIT) &amp; sufficient for the work commence along with drawings. Draft tender documents. with support/submission of drawing, details required at site.</td> <td>60 Days</td> <td>50% of the total fees payable less fees already paid.</td> </tr> <tr> <td>Stage-III</td> <td>During the course of construction of work at site including modification in drawings as per requirement of construction, (40% to 90%) payment to commensurable with progress of work.</td> <td>Period as per work order</td> <td>50% to 90% Payable to be paid in installments consistent with the work done at site from time to time.</td> </tr> <tr> <td>Stage-IV</td> <td>On completion of the work and submission of As-built drawings, and issue of completion certificates.</td> <td>One months after completion of work.</td> <td>100% of the total fees payable less Payment already made.</td> </tr> </tbody> </table>			Stage	Description of deliverables	Key Days	Payment	Stage-I	On submission of 1. Survey & soil investigation report. 2. Detailed specifications & Technical report. 3. Approval of Basic drawings by technical committee of RSSC (Secretary, FA & AEN).	30 Days	15% of the total fees payable.	Stage-II	On submission of complete set basic working drawings & Detailed cost estimate Detailed structural designs (with proof check by NIT/IIT) & sufficient for the work commence along with drawings. Draft tender documents. with support/submission of drawing, details required at site.	60 Days	50% of the total fees payable less fees already paid.	Stage-III	During the course of construction of work at site including modification in drawings as per requirement of construction, (40% to 90%) payment to commensurable with progress of work.	Period as per work order	50% to 90% Payable to be paid in installments consistent with the work done at site from time to time.	Stage-IV	On completion of the work and submission of As-built drawings, and issue of completion certificates.	One months after completion of work.	100% of the total fees payable less Payment already made.
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<b>10. Mode of Payment</b>													
<b>10.1</b>	Mode of Payment	10.1.1	The payment to the Agency during various stages is on account payment and will be adjusted in the final payment.										
		10.1.2	Monthly payments will be made subject to Agency submitting reports as per tender conditions.										
<b>10.2</b>	Penalty	10.2.1	There shall be provision for proportionate deduction of fees owing to non-conformance of reporting as per tender condition										
		10.2.2	If the agency fails to organise sponsorship of 15% of event cost, LD equivalent to maximum 10% of professional fee shall be deducted. LD may be applicable as follows:- <table style="margin-left: 20px;"> <tr> <td>Sponsorship arranged</td> <td>L.D Applicable</td> </tr> <tr> <td>Less than 15% but upto 12.5%</td> <td>2.5% of fee</td> </tr> <tr> <td>Less than 12.5% upto 10%</td> <td>5% of fee</td> </tr> <tr> <td>Less than 10% upto 5%</td> <td>7.5% of fee</td> </tr> <tr> <td>Less than 5%</td> <td>10% of fee</td> </tr> </table>	Sponsorship arranged	L.D Applicable	Less than 15% but upto 12.5%	2.5% of fee	Less than 12.5% upto 10%	5% of fee	Less than 10% upto 5%	7.5% of fee	Less than 5%	10% of fee
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<b>11. Grievance Redressal during procurement process</b>													
11.1	Grievance Redressal	11.1.1	Any grievance of a Service Provider pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below: <b>First Appellate Authority:</b> The Deputy Secretary, Department of Sports & Youth Affairs, Government of Rajasthan, Secretariat, Jaipur-302 005 <b>Second Appellate Authority:</b> Will be Principal Secretary, Department of Sports & Youth Affairs, Government of Rajasthan, Secretariat, Jaipur - 302005										

## **Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**

### **(1) Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.

### **(2) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

### **(3) Form of Appeal**

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**(4) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

**(5) Procedure for disposal of appeals**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

**Annexure  
FORM No. 1  
[See rule 83]**

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No .....of .....  
Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- 1.
- 2.
- 3.

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....  
.....  
..... (Supported by an affidavit)

7. Prayer:

.....  
.....

Place .....

Date .....

Appellant's Signature

## **Section II**

### **Evaluation and Qualification Criteria**

## Section II: Evaluation and Qualification Criteria

### A. Qualification Criteria

1. The Bid document of those Architectural/Engineering firms shall only be considered as responsive which covers following eligibility criteria:-
  - i. The bidder shall be a firm that has a registered office in India and shall submit along with the' proposal, details of past advisory services rendered on sports development projects executed or being executed in India. Bidder shall also provide details of the Project team and shall include the entities/persons having the required Experience.
  - ii. Bidder should have experience of atleast two consultancy works of multipurpose Indoor Hall amounting rupees 3.50 crore or more each of any government/Semi Govt. Institutions in **last 5 years**.
  - iii. Bidder should have experience of Consultancy for various sports fields/Stadiums during last three years (for 5 number sports fields, such as volleyball, basketball, tennis court etc.) in **last 5 years**.Bidder should be required to submit proof of the above noted condition and affidavit on Non Judicial stamp paper of Rs. 100/-, regarding trueness of facts/information provided in this bid.
2. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
3. An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

### B. Evaluation Criteria

#### I. Evaluation of Financial Proposals (Bids)

The Technical Evaluation of the Bids will be done by awarding marks to each Bid out of the maximum marks allotted to each Criteria and Sub-Criteria as given in the Table Below. The total maximum marks for evaluation of Technical Proposal are 100:-

Item Code	Parameter	Maximum Marks	Criteria
1.	Consultancy work of Multipurpose Sports indoor Hall Amounting Rupees 3.50 crore of More Each in last 5 years	45	Minimum two work order of any government/Semi Govt. institutions.
2.	Consultancy for construction of Athletic Track in last five yers	10	Minimum two work order of any government/Semi Govt. institutions.
3.	Consultancy for various sports fields during last three years (for 5 number sports fields, such as volleyball, Basketball, Tennis Court etc.) in last 5 years.	45	Minimum two work order of any government/Semi Govt. institutions.
<b>Total</b>		<b>100</b>	

#### NOTES:

1. The Technical Proposals would be evaluated on the basis of information given in Section IV Bidding Forms. **The minimum qualifying Technical Score shall be 70 out of Maximum 100 Marks. Financial Bids of only those Bidders shall be opened who score 70 marks in evaluation of their Technical Bids.**

#### 2. Evaluation of Financial Proposals (Bids)

As the evaluation is to be done on Quality and Cost Based Selection (QCBS) Method, **the Financial Proposal with lowest evaluated price (Sf) shall be awarded Maximum Financial Sore of 100. The Financial Score, Sf of other Financial Proposals shall be computed as follows:**

$$Sf = 100 \times Fm/F$$

Where,

**Fm** is the price of the Lowest Proposal, and  
**F** is the Price of the Proposal under consideration

#### 3. Methodology of Ranking Proposals in evaluation

The Technical Score obtained by a Proposal shall be given a weightage of 60% and the Financial Score a weightage of 40%. The **Total Score, S** of a Proposal shall be obtained by adding the Weighted Technical Score and Weighted Financial Score.

**Thus, the Total Score of a Bid, S = St x 0.60 + Sf x 0.40. The firm achieving the highest combined Technical Score and Financial Score, S, will be evaluated as the Successful Bidder and invited by RSSC for negotiations.**



**Section III**  
**Terms of Reference**

### Section III: Terms of Reference

#### SCOPE OF WORK

The Consultant shall provide services in respect of the following works:

1. Survey, Soil investigation of the site.
2. To prepare conceptual, preliminary and detailed drawings of the building based on Earthquake resistant structural design, working drawings of services (Electrical, Fire fighting, sanitary, water supply, sewerage etc.)
3. **To get proof checking of structural design and drawing by MNIT For this actual amount paid to NIT/IIT will be reimbursable to consultant on the basis of original receipt in addition to there professional fee**
4. To prepare Landscaping drawings.
5. To prepare its detailed specification, bills of quantities and estimate.
6. Assist supervision by visiting the site, at least. twice in a month and as and when required by the RSSC and submit report to RSSC management.
7. Design should be conforming to the international/national standard set for the specific sports infrastructure.
8. To coordinate with the executing agency employed by RSSC for constructing the infrastructure.

***Plan & Elevation should be economical, and conforming to the local culture and Rajasthan State Architecture and matching with surrounding buildings.***

#### 4.0 SCHEDULE OF SERVICES:

The Consultant shall after, taking instruction from the RSSC, render the following:

- 4.1 Furnish site map, site evaluation and analysis report with basic approach to circulations, activity distribution, interaction and external linkages.
- 4.2 Prepare conceptual designs along with 3D views with reference to requirements given.
- 4.3 Modify conceptual designs incorporating required changes and prepare preliminary drawings & designs also prepare estimates for shifting of existing services if required.
- 4.4 Prepare necessary drawings and reports for submission as per statutory requirement of local bodies for sanction & arrange the necessary approval/ clearance. Upon approval of drawing, prepare DPR as per specification mentioned in Economic Circular No.(18)SE (B) Circulars/C-144-5231 dt 13/16-07-09, issued by Principal Secretary, PWD, GoR.
- 4.5 **He will also got approval from MNIT for structural designs of works costing more than Rs. 50.00 Lacs. For this actual amount paid to NIT/IIT will be reimbursable to consultant on the basic of original receipt in addition to there professional fee.**
- 4.6 Conduct and prepare soil investigation report for all works.
- 4.7 Prepare working drawings, structural designs & drawings to appropriate scale.
- 4.8 Prepare service design/ drawing for the building which will include electrical, fire fighting, plumbing and drainage/sewerage.
- 4.9 Prepare service design of Air conditioning in VIP areas and Conference Room etc
- 4.10 Prepare and submit the complete working drawing, structural drawings and details sufficient to commence work at site and for proper execution during construction.
- 4.11 Visit the site to ensure that the architectural design, drawing are following at least once in a month and as and when required by the RSSC and submit report to RSSC management **with in 7 day of visit. Other wise he will also equally responsible for work not carried out as per drawing and architectural designs.**

#### 5.0 CONDITIONS OF ENGAGEMENT:

- 5.1 Consultant shall submit to the Employer the conceptual designs, within 7 days, and to attend the meeting for finalization of the same as and when called at the venue fixed by the employer. Cost of travel, boarding and lodging of the consultant and his associates shall not be borne by the RSSC
- 5.2 Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by him.
- 5.3 Consultant shall not make any deviation, alteration, omission from the approved design without the written consent of the employer. The Consultant shall also not issue drawings or instructions which shall lead to extra items or work without prior consent of the employer.
- 5.4 Consultant shall arrange for a detailed topographical survey of the site to a scale and contour as per the direction of the RSSC. The cost of carrying out such surveys shall be borne by the Consultant. Proposed Drainage/sewerage plan should match with existing drainage/sewerage lines of surrounding areas.
- 5.5 Consultant shall **provide 5 sets of all the drawing and perspective drawings** to appropriate scales, as may be required by RSSC.
- 5.6 Consultant shall, on the completion of the work, supply to the RSSC, free of cost **three** complete sets of the **as-built drawing** to appropriate scales. The Consultant shall, if so required by the RSSC, supply extra copies of all such drawings at an additional cost (cost at actual).

#### 6.0 PROFESSIONAL FEES.

- 6.1 The Consultant agree to provide the service referred to above and in consideration thereof, the RSSC agreed to pay remuneration for this assignment shall be as per rate quoted and approved including service tax and all other applicable taxes, levies.

#### 7.0 THE RSSC'S RESPONSIBILITY:

The RSSC agrees to perform the following duties with a view to facilitate the Consultant to do their professional work efficiently and effectively

- 7.1 Furnish design brief and other requirements of the projects
- 7.2 Pay the fee of consultant within one month of submission of bill (with all required documents) as per agreed schedule.

## **Section IV : Bidding Forms**

## **Technical Proposal (Bid)**

### **PART-II**

**Form TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

*(On the letter head of the Bidder)*

{Location, Date}

To  
The Secretary,  
Rajasthan State Sports Council,  
SMS Stadium, Jaipur-302 005

Dear Sir:

We, the undersigned, offer to provide the services for Selection of Consultant for development and maintenance of sports infrastructure in the Rajasthan state in accordance with your Request for Proposals dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Rajasthan State Sports Council and action may be taken against us under the provisions of the Act and the Rules.
- (b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days.
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the RFP Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.
- (d) We meet the Eligibility and Qualification criteria as required in the RFP Document.
- (e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in the RFP Document may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the RFP Document.
- (h) We understand that the Rajasthan State Sports Council is not bound to accept any Proposal that the RSSC receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Service Provider (firm's/ company's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

**Form TECH-2**  
**SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Service Provider's organization and an outline of the recent experience of the Service Provider that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Service Provider's Key Experts who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-Agency, the amount paid to the Service Provider), and the Service Provider's role/ involvement.

**A - Service Provider's Organization**

1. Provide here a brief description of the background and organization of your company.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership
3. Provide dates of registration of the company and commencement of business. The firm should be in operations for last 3 years.  
*(Enclose self attested copies of certificates of registration/ incorporation of the company, commencement of business, Memorandum of Association.)*
4. Provide figures of financial turnover of the company for preceding three financial years (years 2014-15, 2015-16, 2016-17).
5. The firm should be able to provide a qualified team of technical and non technical personnel as specified in Section II – Qualification and Evaluation Criteria.  
*(Enclose CVs of the technical team members certified by the authorized signatory clearly indicating educational and professional qualification and experience should be attached.)*
6. Give addresses and contact details of offices of the firm in India.
7. Give addresses and contact details of offices of the firm (in case of JV/consortium details of both the members be given)

(Form TECH-3)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE RSSC**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are to be provided by the Rajasthan State Sports Council, including: administrative support, office space, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Rajasthan State Sports Council. For example, administrative support, office space, data, background reports, etc., if any}

**Form TECH-4**

**Financial Details**

Name of Work : Selection of CONSULTANT FOR DEVELOPMENT AND MAINTENANCE OF SPORTS INFRASTRUCTURE in the Rajasthan State

Name of Agency : .....

1. Income Tax Pan No. ....
2. Max. Value of single work completed : (in Last Three years)
3. Total financial turnover achieved by the bidder in the last three financial years:

Sr.No.	Year	Turnover
1		
2		
3		

Note: Balance sheets and Profit & Loss Accounts for the last three financial years should be enclosed.

4. Total financial turnover projected in the current financial year .....
5. Has the bidder ever been debarred form tendering for Central Government/any State Government/any Government undertaking? Yes/No.....  
If yes, give details .....
6. Has the bidder ever been declared insolvent? Yes/No .....
7. Names (S) and Branch (s) of bidder's Bankers .....

I/WE hereby certify that the above information is correct to the best of my/our knowledge and belief.

**Date** : .....

**Place** : .....

**Signature of Bidder**  
**(With Full Name & Seal)**



**Form TECH-5**

**Availability of Machinery, Equipments, Software and Man Power**

<b>Sr. No.</b>	<b>Details</b>	<b>(Nos.)</b>	<b>xperience/ yrs of purchase</b>
1.	Computers		
2.	Printers		
3.	Soft wares		
	(i) Autocad		
	(ii)		
	(iii)		
4.	Manpower		
	Consultant		
	Name		
	(i)		
	(ii)		
	(iii)		
	(iv)		
	(v)		
	Engineers		
	Draftmans		
	Others		

**Date** : .....

**Place** : .....

**Signature of Bidder**  
**(With Full Name, Address & Seal)**

**Fact Sheets of Team Members**

**Separate sheets for each member:**

**1 Name:**

(Also affix self attested passport size colour photograph of the Member)

**2 Role Assigned for the project**

**3 Key Expertises:**

**4 Technical Qualifications** (including Year of Completion):

**5 No. of Years of Professional Experience:**



<b>Project Description</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Project Cost (Rupees in Lakh)</b>	<b>Client name and address</b>	<b>Role of the Team member</b>

Date.....

Signature of Personnel .....

Counter Signature by the Bidder.....

Form TECH-6

Details of Major Works Executed

S.No.	Name of work (with agreement No. & Date)	Client	Place (District/ State)	Cost of work as per work order	Date of commencement	Stipulated date of completion	Actual Date of Completion	Actual Value of work Completed
1	2	3	4	5	6	7	8	9

Date : .....

Place : .....

Signature of Bidder  
(With Full Name, Address & Seal)

Form TECH-7

**DETAILS OF EXISTING COMMITMENTS & ON - GOING WORKS TO BE COMPLETED**

S.No.	Name of work (with agreement No. & Date)	Client	Cost of work as per work order	Stipulated date of commencement	Stipulated date of competition	Value of balance work on date tender	Likely date of completion of balance work
1	2	3	4	5	6	7	8

Date: .....

Place: .....

**Signature of Bidder**  
**(With Full Name, Address & Seal)**

**FORM TECH-8**  
**Form of Bid Security**

*[To be issued by a Scheduled Bank in India and must be duly stamped]*

*[Insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:**

The Secretary,  
Rajasthan State Sports Council,  
SMS Stadium, Jaipur-302 005

Date: *[insert date]*

**PROPOSAL GUARANTEE No.: *[insert number]***

We have been informed that *[insert name of the Service Provider]* (hereinafter called "the Service Provider") has submitted to you its Proposal dated *[insert date]* (hereinafter called "the Proposal") for the Selection of Consultant for development and maintenance of Sports Infrastructure in the Rajasthan state under Request for Proposals No. *[Insert RFP number]* ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of the Service Provider, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures][insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Proposal conditions, because the Service Provider:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Service Provider in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the Rajasthan State Sports Council, Jaipur, Rajasthan and during the period of Proposal validity,
  - (i) fails or refuses to execute the Contract Form, if required,
  - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),
  - (iii) does not accept the correction of errors in accordance with the ITB, or
  - (iv) breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the performance security issued to you upon the instruction of the Service Provider; and (b) if the Service Provider is not the successful Service Provider, upon the earlier of (i) our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) thirty days after the expiration of the Service Provider's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Bank's Seal \_\_\_\_\_

**FORM TECH-9**

**Declaration by the Bidder in compliance of Section 7 & 11 of the Act \_\_\_\_\_**

**Declaration by the Bidder**

In relation to our Proposal submitted to The Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur-302 005 for Selection of Consultant for development and maintenance of Sports Infrastructure in the Rajasthan state in response to their Request for Proposal No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by Rajasthan State Sports Council, Jaipur;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:  
Place:

Signature of Bidder  
Name :  
Designation:  
Address:

**FORM TECH-10**

**POWER OF ATTORNEY**

*(On Stamp paper of appropriate value)*

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for Selection of Consultant for development and maintenance of Sports Infrastructure in the Rajasthan state including signing and submission of all documents and providing information/responses to RSSC in all matters in connection with our Applicant for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of Accepted

For ..... Name & signature

(Name and designation of the person(s) signing on behalf of the Applicant)

## **Financial Proposal (Bid)**

### **PART-III**



**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

The Secretary,  
Rajasthan State Sports Council,  
SMS Stadium, Jaipur-302 005

Dear Sirs:

We, the undersigned, offer to provide the consulting service for development and maintenance of Sports Infrastructure in the Rajasthan state in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

I agree to complete the work of consultancy at .....% (numerals) ..... percent (In words) of the project cost. All taxes, surcharge etc are included in the rate quoted.

The Financial proposal is inclusive of all out-of-pocket expenses incurred by the bidder towards travel, documentation and communication during the period of the contract. The Financial proposal includes Service Tax.

This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses, documentation and communication during the period of the contract (other than as provided in the RFP document). The Financial Proposal is without any condition. The offer price quoted by us is inclusive of all activities not specifically mentioned in the RFP document, but essential for successful completion of assignment.

Our Financial Proposal shall be binding upon us subject to reduction, if any, resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SECTION V**  
**CONDITIONS OF CONTRACT**

## Section V: Conditions of Contract

1. General			
S. No.	Particulars	Clause	Description
1.1	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Applicable Law” means the laws and any other instruments having the force of law in India and Rajasthan, as they may be issued and in force from time to time.
		1.1.3	“RSSC” means the Rajasthan State Sports Council Rajasthan, Jaipur which is the nodal agency of GOR for organizing Self Defence Training (with Event Management) Programme to the girls of various government schools in the State of Rajasthan. The selected Service Provider will sign the Contract with RSSC for the Services.
		1.1.4	“CC” mean these Conditions of Contract.
		1.1.5	“Client” means the Rajasthan State Sports Council, Jaipur
		1.1.6	“Service Provider” means the Bidder that will provide the Services to the RSSC under the Contract.
		1.1.7	“Contract” means the legally binding written agreement as signed by the Parties, that are Letter of Acceptance, these Conditions of Contract (CC) Bidding Forms and the Appendices.
		1.1.8	“Day” means a calendar day.
		1.1.9	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.10	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Provider assigned by the Service Provider to perform the Services or any part thereof under the Contract.
		1.1.11	“Government/ GOR” means the Government of Rajasthan.
		1.1.12	“Secretary, Rajasthan State Sports Council” means the executive head of RSSC.
		1.1.13	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
		1.1.14	“Key Technical Expert(s)” or “Key Technical Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Service Provider’s proposal.
		1.1.15	“LOI/ LOA” means the Letter of Intent/ Acceptance sent by RSSC to the selected most advantageous Bidder/ Service Provider.
		1.1.16	“Non-Technical Expert(s)” means an individual professional provided by the Service Provider to perform the Services or any part thereof under the Contract.
		1.1.17	“Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them.
		1.1.18	“Personnel” means professionals and support staff in form of Key Technical Personnel and Non-Technical Personnel which will be provided by the Bidder/ Service Provider to perform the Services or any part thereof under the Contract;
		1.1.19	“Procuring Entity” means the Rajasthan State Sports Council, Rajasthan, Jaipur.
		1.1.20	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.21	“Services” means the tasks to be performed by the selected Service Provider within the completion period pursuant to the Contract.

		1.1.22	“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverables of the assignment.
		1.1.23	“Third Party” means any person or entity other than the Government, the RSSC, the Service Provider.
		1.1.24	Terms not defined here shall have the same meaning as given to them in the Act.
<b>2. Interpretation</b>			
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
2.1	<b>Relationship Between the Parties</b>	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Experts, Personnel if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	<b>Law Governing the Contract</b>	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
2.3	<b>Language</b>	2.3.1	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	<b>Headings</b>	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	<b>Notices, Communications</b>	2.5.1	Any communication, 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 personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in below:-  Representative of the RSSC and his/her communication address: Secretary, RSSC, SMS Stadium, Jaipur Fax - 2740568, E-Mail- rsscjaipur@gmail.com  Representative of the Service Provider and his/ her communication address: .....
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
2.6	<b>Location</b>	2.6.1	The Services shall be performed at the office of Rajasthan State Sports Council, Jaipur and at such other locations as may be specified from time to time by RSSC.
2.7	<b>Authorized Representatives</b>	2.7.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider may be taken or executed by the Authorized Representatives of the RSSC and the Service Provider.
<b>3. Code of Integrity</b>			

S.No.	Particulars	Clause	Description
.1	<b>Code of Integrity</b>	3.1.1	<p>It is required that bidders observe the highest standards of ethics during the procurement process and performance of the Contract. Therefore, The Service Provider or their personnel shall-</p> <p>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any;</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity; and</p> <p>(i) not indulge in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract.</p>
		3.1.2	<p>For the purposes of this Sub-Clause:</p> <p>i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;</p> <p>ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;</p> <p>iii. “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;</p> <p>iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.</p>
3.2	<b>Measures to be Taken On Breach Of Code of Integrity</b>	3.2.1	<p>Breach of Code of Integrity by the Service Provider or their personnel:- Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the Service Provider or their personnel, the Procuring Entity, RSSC may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.</p>
3.3	<b>Commissions and Fees</b>	3.3.1	<p>The RSSC requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and debarment by the RSSC.</p>

<b>4. Commencement, Completion, Modification and Termination of Contract</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>4.1</b>	<b>Effectiveness of Contract</b>	4.1.1	This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Service Provider the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions agreed, if any, have been met.
	<b>Forfeiture of Performance Security</b>	4.1.2	Performance Security amount in full or in part may be forfeited by the RSSC in any of the following cases:- (a) If the Service Provider fails to commence the Services within the time period after signing of the agreement as specified by the RSSC. (b) If any of the terms and conditions of the Contract is breached. (c) When the Service Provider fails to execute the Contract satisfactorily. (d) If the Service Provider breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and CC Clause 3. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Client in this regard shall be final.
<b>4.2</b>	<b>Commencement of Services</b>	4.2.1	The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of Days after the Effective Date specified by the RSSC.
<b>4.3</b>	<b>Expiration of Contract</b>	4.3.1	Unless terminated earlier, this Contract shall expire at the end of a period of 2 years after the Effective Date.
<b>4.4</b>	<b>Award of second phase of the Project on mutually agreed terms and conditions</b>	4.3.2	The period of completion of this Contract is 2 years but depending on the level of achievement and quality of performance adjudged by the RSSC and for the sake of compatibility with the outputs of this Contract, the Service Provider may be considered for award of second phase of the Project by the method of Single Source Procurement on mutually agreed terms and conditions.
<b>4.5</b>	<b>Entire Agreement</b>	4.5.1	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 statement, representation, promise or agreement not set forth herein.
<b>4.6</b>	<b>Modifications or Variations</b>	4.6.1	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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. In case of any modifications and variations in scope of work the contract amount will be revised after written mutual agreement of both parties concerned.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Government will be required.

<b>5. Force Majeure</b>			
<b>S.No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>5.1</b>	<b>Definition</b>	5.1.1	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 which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other 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.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts 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 conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<b>5.2</b>	<b>No Breach of Contract Due to Force Majeure</b>	5.2.1	The failure of a Party to fulfil 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.
<b>5.3</b>	<b>Measures to be Taken</b>	5.3.1	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.
		5.3.2	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.
		5.3.3	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.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall either: i. demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.

<b>5.4</b>	<b>Suspension</b>	5.4.1	The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider 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 request the Service Provider to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Service Provider of such notice of suspension.
<b>6. Termination</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>6.1</b>	<b>By the Client</b>	<b>6.1.1</b>	<p>The RSSC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u>' written notice of termination to the Service Provider in case of the events referred to in (a) through (d), thirty (30) <u>days</u>' in the case of the event referred to in (e), fourteen (14) <u>days</u>' in the case of the event referred to in (f) and (g), and five (5) <u>days</u>' in the case of the event referred to in (h), :</p> <p>(a) If the Service Provider fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</p> <p>(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Service Provider fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings.</p> <p>(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(e) If the RSSC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Service Provider, in the judgment of the RSSC, has breached any provision of the Code of Integrity as given in CC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</p> <p>(g) If the Service Provider submits to the RSSC a false statement/ document which has a material effect on the rights, obligations or interests of the RSSC.</p> <p>(h) If the Service Provider fails to confirm availability of Key Experts as required in CC Clause 4.2.1 [Commencement of Services].</p>
		6.1.2	Termination by the Client due to failure of the Service Provider to provide the required Services shall lead to the forfeiture of the Performance Security as per CC Clause 4.1.2 [Forfeiture of Performance Security].



<b>6.2</b>	<b>By the Service Provider</b>	6.2.1	The Service Provider may terminate this Contract, by not less than thirty (30) <u>days</u> ' written notice to the RSSC, in case of the occurrence of any of the events specified as under: (a) If the RSSC fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue. (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days. (c) If the RSSC fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration.
<b>6.3</b>	<b>Cessation of Rights and Obligations</b>	6.3.1	Upon termination of this Contract pursuant to CC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.3, 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 CC Clause 7.7, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records by the RSSC set forth in CC Clause 7.10, and (iv) any right which a Party may have under the Applicable Law.
<b>6.4</b>	<b>Cessation of Services</b>	6.4.1	Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Service Provider shall, immediately upon despatch 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.
<b>6.5</b>	<b>Payment upon Termination</b>	6.5.1	Subject to the CC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Service Provider: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of CC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
<b>6.6</b>	<b>Disputes about Events of Termination</b>	6.6.1	If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration.
<b>7. Obligations of the Service Provider</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>7.1</b>	<b>Standard of Performance</b>	7.1.1	The Service Provider shall perform the Services and carry out its 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, approved professionals, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the RSSC, and shall at all times support and safeguard the RSSC's legitimate interests in any dealings with Third Parties. No decision regarding design or incidental thereto of the Service Provider should cause any loss to the Client.
		7.1.2	The Service Provider shall employ and provide such qualified and experienced Experts and as are required to carry out the Services.

		7.1.3	The Service Provider may subcontract part of the Services to an extent and with such Key Experts as may be approved in advance by the RSSC. Not with standing such approval, the Service Provider shall retain full responsibility for the Services.
<b>7.2</b>	<b>Law Governing Services</b>	7.2.1	The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, as well as the Personnel of the Service Provider comply with the Applicable Law.
		7.2.2	The Client shall notify the Service Provider In Writing of relevant local customs, and the Service Provider shall, after such notification, respect such customs.
<b>7.3</b>	<b>Conflict of Interests</b>	7.3.1	The Service Provider shall hold the RSSC’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<b>7.4</b>	<b>Service Provider Not to Benefit from Commissions, Discounts, etc</b>	7.4.1	The payment of the Service Provider pursuant to CC Clause 10 shall constitute the Service Provider’s only payment in connection with this Contract and, the Service Provider 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 Service Provider shall use its best efforts to ensure that any Sub- Service Providers, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment.
		7.4.2	Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with the Procuring Entity’s procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the RSSC. Any discounts or commissions negotiated by the Service Provider in the exercise of such procurement advisory responsibility shall be for the account of the RSSC.
<b>7.5</b>	<b>Service Provider and Affiliates Not to be Otherwise Interested in Project</b>	7.5.1	The Service Provider agrees that, during the term of this Contract and after its completion or termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods or works resulting from or directly related to the Service Provider’s Services for the preparation or implementation of the project.
<b>7.6</b>	<b>Prohibition of Conflicting Activities</b>	7.6.1	The Service Provider shall not engage, and shall cause its Experts, 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.
		7.6.2	The Service Provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the RSSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
<b>7.7</b>	<b>Confidentiality</b>	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the RSSC, the Service Provider and the Experts or 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 Service Provider and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>7.8</b>	<b>Liability of the Service Provider</b>	7.8.1	The Service Provider’s liability under this Contract shall be as per the Applicable Law.

<b>7.9</b>	<b>Insurance to be Taken out by the Service Provider</b>	7.9.1	<p>The Service Provider:</p> <ul style="list-style-type: none"> <li>i. shall take out and maintain, and shall cause take out and maintain, in the joint name of the RSSC and himself, upto the final completion of the Contract at their own cost but on terms and conditions approved by the RSSC, insurance against all the risks, personnel, vehicles, equipments, etc; and</li> <li>ii. at the RSSC's request, shall provide evidence to the RSSC showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</li> </ul> <p>The Service Provider shall ensure that such insurance is in place prior to commencing the Services as stated in CC Clause 4.2.</p>
<b>7.10</b>	<b>Accounting, Inspection and Auditing</b>	7.10.1	The Service Provider shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
		7.10.2	The Service Provider shall permit the RSSC or Government of Rajasthan and/ or persons appointed by them to inspect the Site and its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the RSSC or Government of Rajasthan.
		7.10.3	The Service Provider's attention is drawn to the fact that acts of the Service Provider intended to impede the exercise of the powers of inspection and audit by the RSSC constitute a prohibited practice leading to Contract termination as well as to a determination of ineligibility for further contracts.
<b>7.11</b>	<b>Reporting Obligations</b>	7.11.1	The Service Provider shall submit to the Client the reports and documents specified in the final Terms of Reference, in the form, in number and within the time periods set forth therein. Final reports shall be delivered in soft copy in addition to the hard copies specified.
<b>7.12</b>	<b>Proprietary Rights of the RSSC in Reports and Records</b>	7.12.1	All reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service Provider for the RSSC in the course of the Services shall be confidential and become and remain the absolute property of the RSSC. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the RSSC, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, data and/ or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the RSSC.
<b>7.13</b>	<b>Equipment and Materials Provided by the Service Provider</b>	7.13.1	Any equipment or materials brought by the Service Provider or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Experts and Personnel concerned, as applicable.
<b>8. Service Providers' Experts' Personnel</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>8.1</b>	<b>Replacement of Key Experts</b>	8.1.1	Except as the RSSC may otherwise agree in writing, no changes shall be made in the Key Technical Experts.
		8.1.2	Notwithstanding the above, the substitution of Key Technical Experts during Contract execution may be considered only based on the Service Provider's written request and due to circumstances outside the reasonable control of the Service Provider, including but not limited to death or medical incapacity. In such case, the Service Provider shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

<b>8.2</b>	<b>Removal of Experts or Sub-Service Providers</b>	8.2.1	If the RSSC finds that any of the Experts or Sub-Service Provider has committed serious misconduct or has been charged with having committed a criminal action, or shall the RSSC determine that Service Provider's Expert of Sub-Service Provider have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service Provider shall, at the RSSC's written request, provide a replacement.
		8.2.2	In the event that any of Key Technical Experts, Non-Technical Experts or Sub-Service Providers is found by the RSSC to be incompetent or incapable in discharging assigned duties, the RSSC, specifying the grounds therefore, may request the Service Provider to provide a replacement.
		8.2.3	Any replacement of the removed Experts or Sub-Service Providers shall possess better qualifications and experience and shall be acceptable to the RSSC.
		8.2.4	The Service Provider shall bear all costs arising out of or incidental to any removal and/ or replacement of such Experts.

### 9. Obligations of the Client (RSSC)

S.No.	Particulars	Clause	Description
<b>9.1</b>	<b>Assistance and Exemptions</b>	9.1.1	The RSSC shall use its best efforts to:
		9.1.1.1	Assist the Service Provider in obtaining work permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.
		9.1.1.2	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.3	Provide to the Service Provider, Sub-Service Providers and Personnel any such other assistance as may be requested by the Service Provider and agreed by RSSC.
<b>9.2</b>	<b>Access to Project Site</b>	9.2.1	The RSSC warrants that the Service Provider shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
<b>9.3</b>	<b>Counterpart Personnel</b>	9.3.1	The RSSC shall make available to the Service Provider free of charge such professional and support counterpart Personnel, to be nominated by the RSSC with the Service Provider's advice, if specified in <b>Appendix A</b> .
<b>9.4</b>	<b>Payment Obligation</b>	9.4.1	In consideration of the Services performed by the Service Provider under this Contract, the RSSC shall make such payments to the Service Provider for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by CC Clause 10 below.

### 10. Payments to Service Provider

<b>10.1</b>	<b>Contract Price</b>	10.1.1	The Contract price structure as accepted by RSSC is <b>fixed</b> .
		10.1.2	Any change to the Contract price structure specified in CC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to CC Clause 4.5 and have amended in writing the Terms of Reference in <b>Appendix A</b> .
10.2	Payment	10.2.1	In consideration of the Services performed by the Service Provider under this Contract as specified in <b>Appendix A</b> , the RSSC shall make to the Service Provider such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider, including the Service Tax.

<b>10.3</b>	<b>Schedule of Payments</b>																						
	<p><b>Schedule of Payments:-</b></p> <p>In consideration of the performance of the Contract, the Rajasthan State Sports Council, Jaipur shall pay to the applicant as consideration for his services as set forth below:-</p> <p>For the services in the scope of work the Consultant shall be paid in the following stages consistent with the work done plus reimbursable expenses as agreed upon. Payment made to the consultants are on account and shall be adjusted against the final amount payable.</p> <table border="1"> <thead> <tr> <th>Stage</th> <th>Description of deliverables</th> <th>Key Days</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Stage-I</td> <td>On submission of 1. Survey &amp; soil investigation report. 2. Detailed specifications &amp; Technical report. 3. Approval of Basic drawings by technical committee of RSSC (Secretary, FA &amp; AEN).</td> <td>30 Days</td> <td>15% of the total fees payable.</td> </tr> <tr> <td>Stage-II</td> <td>On submission of complete set basic working drawings &amp; Detailed cost estimate Detailed structural designs (with proof check by NIT/IIT) &amp; sufficient for the work commence along with drawings. Draft tender documents. with support/submission of drawing, details required at site.</td> <td>60 Days</td> <td>50% of the total fees payable less fees already paid.</td> </tr> <tr> <td>Stage-III</td> <td>During the course of construction of work at site including modification in drawings as per requirement of construction, (40% to 90%) payment to commensurable with progress of work.</td> <td>Period as per work order</td> <td>50% to 90% Payable to be paid in installments consistent with the work done at site from time to time.</td> </tr> <tr> <td>Stage-IV</td> <td>On completion of the work and submission of As-built drawings, and issue of completion certificates.</td> <td>One months after completion of work.</td> <td>100% of the total fees payable less Payment already made.</td> </tr> </tbody> </table>			Stage	Description of deliverables	Key Days	Payment	Stage-I	On submission of 1. Survey & soil investigation report. 2. Detailed specifications & Technical report. 3. Approval of Basic drawings by technical committee of RSSC (Secretary, FA & AEN).	30 Days	15% of the total fees payable.	Stage-II	On submission of complete set basic working drawings & Detailed cost estimate Detailed structural designs (with proof check by NIT/IIT) & sufficient for the work commence along with drawings. Draft tender documents. with support/submission of drawing, details required at site.	60 Days	50% of the total fees payable less fees already paid.	Stage-III	During the course of construction of work at site including modification in drawings as per requirement of construction, (40% to 90%) payment to commensurable with progress of work.	Period as per work order	50% to 90% Payable to be paid in installments consistent with the work done at site from time to time.	Stage-IV	On completion of the work and submission of As-built drawings, and issue of completion certificates.	One months after completion of work.	100% of the total fees payable less Payment already made.
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<b>10.4</b>	<b>Reimbursable</b>	10.4.1	No reimbursements expenses shall be allowed under this contract except as provided in RFP document.																				
<b>10.5</b>	<b>Taxes and Duties</b>	10.5.1	The Service Provider and Experts are responsible for meeting any and all tax liabilities arising out of the Contract. Income tax shall be deducted from the payments to the Service Provider at source in accordance with prevalent law.																				
<b>10.6</b>	<b>Currency of Payment</b>	10.6.1	All payment under this Contract shall be made in Indian Rupees.																				
<b>10.7</b>	<b>Mode of Billing and Payment</b>	10.7.1	The total payments under this Contract shall be as set forth in CC Clause 10.1.																				
		10.7.2	Any amount, which the RSSC 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 Service Provider to the RSSC within thirty (30) Days after receipt by the Service Provider of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the RSSC of a final report and a final statement approved by the RSSC in accordance with the above.																				
		10.7.3	All payments under this Contract shall be made to the bank account as intimated by the Service Provider.																				
		10.7.4	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Service Provider of any obligations hereunder.																				

11.1	<b>Good Faith</b>	11.1.1	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.
<b>12. Settlement of disputes</b>			
<p><b>Amicable Settlement</b></p> <p>The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this</p>			
<p>Contract, the aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.</p> <p><b>Arbitration</b></p> <p>In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by Principal Secretary, Government Rajasthan, Department of Sports and Youth Affairs. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:</p> <ul style="list-style-type: none"> <li>● The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.</li> <li>● The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).</li> </ul> <p>When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract.</p>			

**Appendices**

**APPENDIX A – FINAL TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the RSSC and the Service Provider during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed requirements of the Services and list of deliverables including satisfactory monthly progress on ongoing activities against which the payments to the Service Provider will be made; RSSC's input and assistance to be made; specific tasks or actions that require prior approval by the RSSC.]*

*The text based on the Section III (Terms of Reference) of the RFP as modified in the light of the Forms TECH-1 through TECH-10 of the Service Provider's Technical Proposal and finally approved in negotiations will be inserted here.]*

.....

**SECTION VI**  
**CONTRACT FORMS**



## **Section VI: Contract Forms**

### **6.1 Contract Agreement**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

**Contract for CONSULTANT FOR DEVELOPMENT AND MAINTENANCE OF SPORTS  
INFRASTRUCTURE in the Rajasthan State**

**Between**

**The Secretary,  
Rajasthan State Sports Council,  
SMS Stadium, Jaipur-302 005  
Phone : 91-141-2242468**

**and**

**[Name of the Service Provider]**

**Dated:**

**CONTRACT AGREEMENT**

This CONTRACT (hereinafter called the “Contract”) is made the [day number] day of the month of [month], [year], between, on the one hand, The Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur-302 005 (hereinafter called the “Client”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS:

- (a) The Client has requested the Service Provider to provide services for Selection of consultant for development and maintenance of sports infrastructure in the Rajasthan state as defined and described in this Contract (herein after called the “Services”)
- (b) The Service Provider, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on 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 Technical and Financial Proposals (Bids) submitted by the Service Provider
  - (b) The Statement of Outcomes of Negotiations
  - (c) The Conditions of Contract
  - (d) Appendices:
    - Appendix A: Final Terms of Reference

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Conditions of Contract; Appendix A. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract.
  - (c) The work shall commence on ..... and be completed within a period of 2 years.

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

Witness 1	FOR AND ON BEHALF OF .....	(THE
	SERVICE PROVIDER)	
Witness 2	(Name)	
	(Designation)	
	(Address)	

Witness 1	FOR AND ON BEHALF OF THE RAJASTHAN STATE SPORTS
	COUNCIL .....
Witness 2	(Name)
	(Designation)
	(Address)

## 6.2 Format of Bank Guarantee for Performance Security

*(To be issued by a Scheduled Bank in India and properly stamped)*

### Bank's Name and Address of Issuing Branch

#### Beneficiary:

The Secretary,  
Rajasthan State Sports Council,  
SMS Stadium, Jaipur-302 005  
Phone : 91-141-2742468

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of, The Secretary, Rajasthan State Sports Council having its office at SMS Stadium, Jaipur, hereinafter referred to as "RSSC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

#### WHEREAS,

A. By the Agreement being entered into between RSSC and \_\_\_\_\_, having its registered office/ permanent address at \_\_\_\_\_ hereinafter called the "Service Provider". The Service Provider has been selected to provide "Consultant Service for Development and maintenance of Sports Infrastructure in the Rajasthan State (herein referred to as "the Assignment").

B. In terms of the Contract, the Service Provider is required to furnish to RSSC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as security for due and punctual performance/ discharge of its obligations under the Agreement.

At the request of the Service Provider, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations under the Agreement.

#### NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Service Provider of all its obligations relating to the Assignment during the Agreement Period.
2. The Guarantor shall, without demur, pay to RSSC sums not exceeding in aggregate Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), within five (5) calendar days of receipt of a written demand therefor from RSSC stating that the Service Provider has failed to meet its performance obligations under the Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by RSSC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, RSSC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/ non exercise/ delayed exercise of any of its rights by RSSC or any indulgence shown by RSSC to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by RSSC or any indulgence shown by RSSC provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfilment of all the obligations of the Service Provider under the Agreement, unless discharged/ released earlier by RSSC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/ the Guarantor or any absorption, merger or amalgamation of the Service Provider / the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by

\_\_\_\_\_ Bank and Branch

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)

**(Official Seal)**