

35<sup>th</sup> NATIONAL GAMES (KERALA)

REQUEST FOR PROPOSAL

EMPANLEMENT  
OF INDEPENDENT TECHNICAL  
CONSULTANT  
FOR  
DEVELOPMENT OF STADIUMS IN KERALA

Issued by:

Chandrashekhara Nair Stadium, Palayam, Thiruvananthapuram, Kerala, India  
[www.35thnationalgames.in](http://www.35thnationalgames.in)

May 2011

## 1. PROJECT BACKGROUND

National Games Secretariat ('NGS'), Thiruvanthapuram, Kerala is developing the following infrastructure at Thiruvanthapuram and Calicut (collectively referred to as 'Projects'):

- a) Outdoor Stadium at Karyavattom, Thiruvanthapuram
- b) Indoor Stadium at Vattiyoorkavu, Thiruvanthapuram
- c) Central Stadium near Secretariat Area, Thiruvanthapuram
- d) Indoor Stadium at Calicut

For these Projects, the Concession Agreement will be signed amongst the Concessioneing Authority (i.e. NGS), and the successful Private Sector Player (i.e. the Concessionaire).

The **Concessionaire** shall be required to construct, operate and maintain the project facility after carrying out improvement to comply with standards as set out in the technical specifications in the Schedule to the Concession Agreement on PPP model.

The four stadia shall be planned and designed as iconic/ landmark buildings with contemporary innovative designs. The Indoor Stadia shall be fully air-conditioned enclosed facilities comprising of remote censored glass doors, facilities for handicapped, hi-tech security system, schedule monitoring/ controlling tower etc.

As per the provisions of the Concession Agreement, the Concessionaire shall be required to complete the construction of the project within a period of **18-24 months** for the outdoor stadiums and **15-20 months** for Indoor stadiums. The Concessionaire shall also operate and maintain the facilities for a specific period as detailed in the Concession Agreement.

NGS after due consultation with the Concessionaire intends to appoint an Independent Technical Consultant (IC) to oversee each of the projects and activities of the Concessionaire during construction of the Project facilities. IC shall act on behalf of NGS and independent of the Concessionaire; to ensure that the construction works of the Project are in consonance with the provisions of the Concession Agreement and is required to perform the functions stipulated in this RFP. The IC shall monitor and supervise that the work is in conformity with prevalent engineering standards and standard industry practices. Pursuant to completion of each of the four stadia, the selected IC shall ensure that the stadia meet all Criteria laid in the Concession Agreement and only then issue a 'Construction Completion Certificate' to the corresponding Concessionaire.

NGS shall be empanelling a maximum of three ICs from the proposals received and one of the empanelled ICs shall finally be appointed as IC by NGS in consultation with the Concessionaire.

National Games Secretariat, Thiruvanthapuram, Kerala **invites Proposals/ Bids for Empanement of Independent Technical Consultant on the basis of Competitive Bidding for the Project - "Development of the following infrastructure to be implemented on DBT/DBOT basis:**

- a) Outdoor Stadium at Karyavattom, Thiruvanthapuram

- b) Indoor Stadium at Vattiyoorkavu, Thiruvanthapuram
- c) Central Stadium near Secretariat area, Thiruvanthapuram
- d) Indoor Stadium at Calicut

## 2. TERMS OF REFERENCE ('TOR')

The Independent Technical Consultant (IC) shall act on behalf of NGS and independent of the Concessionaire, both, for the development of the above-mentioned Projects and is required to perform the functions as per this Request For Proposal ('RFP') and as mentioned elsewhere in the Concession Agreement.

The IC shall, ensure that all inspection and progress reports are timely submitted to the NGS.

The term of the IC assignment will be the construction period in consonance with the Concession Agreement.

*The detailed Terms of Reference (ToR) for the IC is attached as Appendix G of this RFP.*

## 3. PROPOSAL SUBMISSION PROCESS

Bidders are advised to study the RFP Document carefully. Submission of the proposal will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP document with full understanding of its implications. Proposal not complying with all the given clauses in this RFP document are liable to be rejected. Failure to furnish all information required in the RFP Document or submission of a proposal not substantially responsive to the RFP document in all respects will be at the bidder's risk and may result in the rejection of the proposal.

### 3.1 Critical Timelines

S. No.	Event	Date
1	Last date for Receipt of queries by NGS	13 June 2011
2	Pre-Proposal Meeting at NGS, Thiruvananthapuram, Kerala	14 June 2011 at 3.00 pm
3	Last date for Proposal Submission	Upto 04.00pm on 17 June 2011
4	Technical Proposal opening	04.30 pm on 17 June 2011
5	Financial Proposal Opening	To be informed later

### 3.2 RFP document fee

Interested bidders may download the RFP from [www.35thnationalgames.in](http://www.35thnationalgames.in). The proposals should be accompanied by a non-refundable 'Demand Draft' of Rs. 5,000/- (INR Five

Thousand) drawn in favour of “CEO & Secretary, National Games Secretariat” payable at any nationalised bank in Thiruvanthapuram, Kerala.

### 3.3 Earnest Money Deposit (EMD)

The Bidders shall furnish a composite demand draft of Rs. 200,000 (Rs. Two lakhs) drawn in favor of “CEO & Secretary, National Games Secretariat” payable at any nationalised/scheduled bank in Thiruvanthapuram, Kerala.

The EMD of unsuccessful bidders shall be returned without interest after finalization of the RFP. EMD of the successful bidder shall be returned without any interest, on receipt of Bank Guarantee (BG) (BG should be as per the format provided in Annexure-I).

### 3.4 Technical proposal

The technical proposal must provide the following information, using but not limited to the following. The format of ‘Technical Proposal Submission Form’ is attached as **Appendix A**.

- i. Firm profile including copies of Certificate of Incorporation, Corporate Quality Policy document, documents showing turnover and network etc.
- ii. A brief description of the bidder’s organization and an outline of recent experiences. The minimum experience required for the stadiums are as given in the following table:

Stadium	Minimum experience as an IC
All four, or only Outdoor Stadium at Karyavattom, Thiruvanthapuram, or more than one stadium in any combination	01 Infrastructure project with value more than Rs 150 Crores, or 02 Infrastructure projects with combined value more than Rs 200 Crores , or 04 Infrastructure projects with combined value more than Rs 300 Crores, or
Only for Central stadium near Secretariat, Thiruvananthapuram	01 Infrastructure project with value more than Rs 60 Crores
Only for Indoor Stadium at Calicut	01 Infrastructure project with value more than Rs 50 Crores
Only for Indoor Stadium at Vattiyoorkavu	01 Infrastructure project with value more than Rs 70 Crores

*The term “Infrastructure Project” shall mean office buildings/ commercial complex/ hotels/ institutional buildings/ stadia complete in all respects i.e. civil structures, elevation and finishing, services (HVAC, electrical/ plumbing), external & internal development build/developed on DBT/DBOT, annuity based PPP models, etc.*

The format for the same is enclosed at **Appendix B**.

- iii. Any comments or suggestions on the ToR & services/facilities provided by NGS and a

description of the approach methodology [not more than 6 (six) pages] which the bidder proposes for execution of his proposed services.

- iv. The composition of the proposed staff team, the tasks that assigned to each professional (in the format enclosed at Appendix C). The broad job-description & minimum qualification of key-personnel are listed in Appendix D.
- v. Curriculum vitae ('CV') (as per format given in Appendix E) recently signed in blue/black ink on each page by the proposed professional staff or the authorised representative submitting the Proposal.
- vi. An undertaking that the bidder and all consortium partners are not blacklisted by any Government/Public sector institution and there has been no litigation with any government department in India. The prime bidder can submit the same on behalf of other consortium partner also. However, NGS, on its discretion, can ask for individual declarations also.
- vii. The Bidder should submit a Power of Attorney( as applicable) authorizing the signatory of the Proposal to commit the Bidder

During preparation of the 'Technical Proposal' the bidder needs to take note of the following:

- i. The key professional staff proposed shall be permanent staff of the firm.
- ii. No alternative to key professional staff may be proposed and only one CV may be submitted for each position. Bidders must ensure availability of key personnel during the construction phase as per the requirements of construction work.

### **3.5 Financial Proposal**

The 'Financial Proposal' should clearly quote a fixed lump sum amount (in Indian currency) as the IC'S fee payable by NGS to it for its tenure as the IC. This amount shall be inclusive of all taxes including service tax, duties, fees, levies and other charges imposed under the applicable law, on the IC, their sub-contractors, and their personnel.

### **3.6 Submission of proposal**

- 3.6.1. The bidders may submit proposals for one or more projects. Separate proposals shall be submitted for each of the four projects.
- 3.6.2. The proposal shall be submitted in 3 (Three) parts in 3(Three) separate envelopes/packages and put together in 1 (one) single outer envelope/package. The 3 (Three) parts (collectively referred to as 'Proposal') shall be:

#### **Part 1: RFP Document fee and EMD**

The envelope shall be superscribed "RFP Document fee and EMD" shall contain demand drafts for RFP document fee and Earnest Money Deposit (EMD) as given in the clauses 3.2 and 3.3 respectively

#### **Part 2: Technical proposal**

The envelope shall be superscribed "Technical Proposal" and shall contain documents as given in clause 3.4

#### **Part 3: Financial proposal;**

The envelope shall be adequately sealed and superscribed "Financial Proposal" and should contain financial proposal as given in clause 3.5

The Proposal shall be valid for 120 days after the last date of submission. The outer envelope shall be superscribed "Proposal for the Independent Technical Consultant" clearly mentioning the name of the project for which the proposal is submitted.

- 3.6.3. The original Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person or persons who execute(s) the Proposal.
- 3.6.4. An authorized representative of the bidder shall initial all pages of the Proposal. The representative's authorization in original/notarized is confirmed by a written Power of Attorney will accompany the Proposal.
- 3.6.5. Bidders must submit one original Proposal and one copy clearly marked. In case of any discrepancy between the original and copy, the original shall be taken into consideration. The bidder shall also submit a soft copy of only the Technical proposal in a CD/DVD
- 3.6.6. All completed Proposals must be delivered on or before 17th June 2011, 4 pm at the following address:

National Games Secretariat  
Chandrashekharan Nair Stadium  
Palayam  
Thiruvanthapuram - 695003

#### **4. OPENING AND EVALUATION OF PROPOSAL**

A single-stage process shall be adopted in evaluating the Proposals: Only those Bidders whose 'Technical Proposals' qualify shall be eligible for the opening of the 'Financial Proposal' and accordingly, further evaluation.

##### **4.1 Technical Proposal**

Firstly, the opening and evaluation of the 'Technical Proposal' will be carried out. Bidders meeting the experience criteria and information asked in Clause 3.4 shall be declared qualified. Bidder's Proposal should be responsive with respect to the ToR mentioned above and as detailed out in **Appendix-G**. The technical evaluation will be a pass/fail test for further consideration of the Proposal.

## 4.2 Financial Proposal

After the evaluation of 'Technical Proposal' is complete, NGS may notify those bidders whose Proposals were considered non-responsive, indicating that their 'Financial Proposals' will be returned unopened after completing the selection process. NGS shall notify the selected bidders by the above process, indicating the date and time for opening the 'Financial Proposals'. The 'Financial Proposals' shall be opened publicly in the presence of the Bidders' representatives who choose to attend.

The Bidders shall be ranked as L1, L2, L3 etc in ascending order of their financial offers.

## 5 EMPANELMENT & AWARD OF CONTRACT

After completion of selection process of the IC, NGS shall, through a 'Letter of Acceptance', confirm the inclusion of selected ICs in the list of empanelled ICs.

Further, in consultation with the Concessionaire, one of the empanelled ICs shall be awarded the Contract... The successful bidder with whom the Agreement is signed is expected to commence the assignment from the date of execution of the agreement. The draft Agreement to be executed between NGS and the successful bidder is attached as **Appendix-H**.

## 6 OTHER TERMS & CONDITIONS

6.1 IC will conform to all provisions of the ToR, as laid down in **Appendix G** and shall be fully responsible for performing its specified functions to ensure quality control in the construction of the Project facility. The IC's failure to comply with the provisions of this RFP including the suspension of the IC under Section 6 hereof shall constitute an event of non-performance by the IC and NGS shall have the right to invoke the Performance Security as provided in this RFP document in addition to any-other right contained herein.

6.2 **Payment Terms:** 80% (Eighty percent) of the fee shall be payable to the IC in equal monthly installments subject to fulfillment of performance criteria for the month and the balance 20% (Twenty percent) thereof shall be paid upon receipt of the 'Construction Completion Certificate' by the Concessionaire; provided there are no outstanding claims of the NGS on the IC. The 'Financial Proposal' should follow standard forms in the format appended at **Appendix F**.

6.3 The successful bidder shall be required to submit an unconditional bank guarantee for an amount equal to 20% of the accepted IC's Consultancy Fee as Performance Security against the contract. The Performance Security shall be in favour of 'CEO & Secretary, National Games Secretariat', and must be furnished within a period of 10 (ten) days from the date of receipt of Letter of Acceptance, from a scheduled bank having a branch in Thiruvanthapuram, Kerala or payable in Thiruvanthapuram, Kerala through its specified branch.

6.4 The validity of the bank guarantee (s) shall cover the entire duration of build phase in addition to 12 (twelve) months thereafter. The Performance Security shall be in the format

attached as **Appendix I**. On NGS's instructions, the IC will extend the validity of the Performance Security on the same terms and conditions. The Performance Security (s) shall be released within 4 weeks of its expiry provided there are no outstanding claims of NGS on the IC.

- 6.5 If either NGS or the Concessionaire, as the case may be, has reason to believe that the IC is not discharging its duties in a fair, appropriate and diligent manner, it shall make a written representation in this behalf with details and specific instances of causes and grievances to the Concessionaire or NGS as applicable, with a copy endorsed to the IC, seeking termination of the appointment of the IC. Upon receipt of such representation by NGS or the Concessionaire, the NGS shall immediately hold a tripartite meeting with the Concessionaire and the IC to resolve the matter amicably and to give a fair hearing to the IC. The decision of the NGS shall be final and binding on all parties.
- 6.6 The IC shall submit to the NGS, bills for periodic payment in accordance with the terms of its appointment. NGS shall verify the work accomplished by the IC in line with the ToR and upon its satisfaction, shall certify such bills within 15 (fifteen) days of the date of such submission (the "**Submission Date**").
- 6.7 NGS shall not be responsible for any delay in receiving the proposal and reserves the right to accept/reject any or all applications/ proposals at its sole discretion without assigning any reason whatsoever.
- 6.8 Each bidder shall be liable to individually bear the cost of preparing the proposal and negotiating the resultant contract, including a visit to site; NGS will not be liable for any such cost.
- 6.9 In order to avoid conflict of interest situations, any bidder associated with the Concessionaire of a Project facility as its 'Design and/or Supervision Consultant' and/or the contractor(s) as 'Design Consultant and/or Construction Supervision Consultant' is not eligible to participate in the bidding process.
- 6.10 NGS policy mandates that the bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the NGS will reject a proposal if it determines that the bidder (including sub-consultants) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the resultant contract.
- 6.11 In case of conflict between RFP for selection of Independent Technical Consultant/ IC and the RFP issued to the Concessionaire, the provisions of the RFP issued to the benefit of the Concessionaire and the executed Concession Agreement shall prevail.
- 6.12 Unless the context otherwise requires, the capitalized terms used in this RFP document shall have the meaning specified in the Concession Agreement.
- 6.13 All sections of the RFP, response to clarifications, corrigendum and addendums issued by NGS in written or on the specified portal shall form a part of the Contract. In case of any discrepancy, contradiction or ambiguity, the interpretation of the NGS shall be final and



binding on the IC.

**APPENDIX A: TECHNICAL PROPOSAL SUBMISSION FORM. (on letter head of the bidder, duly signed and stamped)**

FROM (Name of the bidder )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

CEO & Secretary  
National Games Secretariat  
Chandrashekharan Nair Stadium  
Palayam - 695003

**Subject: Proposal for Empanelment of Independent Technical Consultant**

We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP document dated 31/05/2011, and our Proposal dated \_\_\_\_\_. We are hereby submitting our Proposal, which includes this 'Technical Proposal' and a 'Financial Proposal' sealed under a separate envelope.

The validity of our proposal is 120 days from date of bid opening.

Our Proposal shall be binding upon us till the expiration of the validity period as specified in **the RFP**.

We understand you are not bound to accept any Proposal you receive at your sole discretion.

We remain,

Yours sincerely,

Authorised signatory

Name and title of signatory:

Name of IC:

Address:

**APPENDIX B : INDEPENDENT TECHNICAL CONSULTANT'S EXPERIENCE**

**Relevant Services Carried Out in the Last Ten Years That  
Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No. of Staff:
Start Date (Month/Year)	Completion Date (Month year)	No. of Staff Months:
		Approx. Value of Services (in Current INR)
Name of Associated Consultants, if any:		No. of Months of Professional Staff. Provided by Associated Consultants:
Name of Senior Staff involved:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name : \_\_\_\_\_

**Note: Project Completion Certificate and/or Work Order from employer should be enclosed**

APPENDIX - C

**COMPOSITION OF TEAM PERSONNEL**

**Construction Period: 24/18 months**

**Key Personnel whose CV's will be assessed**

<b>Sl. No.</b>	<b>Position</b>	<b>Name of Staff</b>	<b>Task assigned</b>
1.	Team Leader		
2.	Resident Site Engineers		
3.	Structural Engineer		
4.	Building Services Engineer		
5.	HVAC Engineer		
6.	Sr. Quality / Material Expert		
7.	Senior Architect		
8	Electrical Engineer		

Note:

1. The above mentioned list of professionals is indicative only. Other professionals required to perform the requisite activities as per the Scope of Work ('SoW') shall be deployed by the Consultant during the Construction Period.

## *APPENDIX - D*

### **MINIMUM QUALIFICATION OF KEY PERSONNEL**

#### **1.0 Team Leader**

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire implementation activities of the Concessionaire. The team leader shall undertake regular Project Site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. Knowledge of project management is mandatory. The position requires a graduate in Civil Engineering. (S)He should have a minimum of 15 (fifteen) years experience in construction of stadia or similar 'Infrastructure Projects' including similar projects undertaken as PPP ('Public-Private Partnership' including DBT/DBOT and annuity based projects ).

#### **2.0 Resident Site Engineer**

The resident site engineer shall ensure execution of works on Project site as per execution drawings, specification and standards and continuously interact with the NGS and the Concessionaire. The candidate should have a proven record of supervising, organizing and managing of project preparation and construction of building projects of large magnitudes. The position requires a graduate in civil engineering and should have a minimum of 10 (ten) years experience in construction of stadia or similar infrastructure projects.

#### **3.0 Structural Engineer**

The structural engineer shall be responsible for checking and certifying the construction stage designs of the stadium and any other structure to be constructed as part of the Project. (S)He shall also inspect the construction of structure and monitor the works to be undertaken by the Concessionaire and shall be responsible to analyze the overall structural stability from foundation to overall super structure. The work shall also include scrutiny / approval of all bar bending schedules and review of the designs to be submitted by Concessionaire for various construction procedures. The structural engineer shall also supervise the construction during the Construction Phase.

The candidate should have accomplished the structural design of at least one stadium. The position requires a post-graduate in structural design/engineering with minimum 15 (fifteen) years experience.

#### **4.0 Building Services Engineer**

The services engineer shall be responsible for the electrical systems, plumbing and public health & fire fighting and protection of the Project facility. (S)He should have the knowledge of latest applicable codes and standards set out for the above stated works. In addition to this, the engineer should also be aware about the new systems adopted in modern buildings. The engineer shall be responsible for checking and reviewing the installation and commissioning of the required services in the Project facility. Also, the engineer shall also be required to perform

the quality control of the services being provided in the Project facility. The engineer shall review the drawings submitted by the Concessionaire and give input/ suggestions on the entire services suggested by the Concessionaire and also, give updates to the Concessioning authority.

The position requires a graduate in civil engineering with a minimum of 15 (fifteen) years experience of monitoring the installation, commissioning of stadiums or similar infrastructure projects.

## **5.0 HVAC Engineer**

The HVAC engineer should have knowledge and design solution for energy conservation, oriented air conditioning system and should have a complete knowledge of ASHRAE, latest National Building Code and Energy Conservation Building Code. The HVAC Engineer shall be responsible for checking, reviewing and understanding the appropriate sizing of the HVAC components which are critical for the design of energy efficient HVAC System taking into consideration various factors like approach toward HVAC sizing, climate, building configuration, space usage, system zoning and layout. The HVAC Engineer shall review the drawings submitted by the Concessionaire and give input/ suggestions on the entire HVAC system suggested by the Concessionaire and also, give updates to the Concessioning Authority. However, the HVAC Engineer shall have full right to suggest the need of HVAC wherever required, as per the provisions of the Concession Agreement. The HVAC Engineer shall also be involved from installation to commissioning of the HVAC plant. The Engineer shall also assist the Concessionaire in formulating the operation and maintenance manual of the HVAC system and update the periodic maintenance required for the system.

The position requires a graduate in mechanical engineering with a minimum of 10 (ten) years experience of monitoring the installation and commissioning of HVAC system in indoor stadia or similar structures.

## **6.0 Senior Quality / Material Expert**

The Sr. quality / material expert shall review the test results of all construction materials in the superstructure, substructure and foundations, raw materials, equipments etc. to find out their characteristics and suitability for using them in this Project. (S)He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. (S)He shall look into the quality assurances aspect of the construction works and supervise the setting-up of the Concessionaires' precasting yards (if any) to ensure that the specified requirements for such equipments are fully met. (S)He shall also be responsible to review and check all the documents in relation to the above stated work.

The position requires a graduate in civil engineering with a minimum of 12(twelve) years of professional engineering experience including 8 (eight) years in quality assurances programs in major building project using modern technology.

## **7.0 Senior Architect**

The senior architect shall be responsible for checking/approval of all the finishing works, at Project site, carried out by the Concessionaire. (S)He shall review the system being adopted at Project site and suggest corrective actions whenever required. The scrutiny shall also cover the accuracy in the finishing items carried out by the Concessionaire.

The position requires a graduate in architecture with 5 (Five years) years experience in similar projects.

## **8.0 Electrical Engineer**

The position requires an engineer, with about 15(fifteen) years experience in planning, designing and execution of electrical services in stadia and or multi-storey buildings [atleast 10(ten) storeys). Knowledge of designing and working of substation is required. Knowledge of Indian Electricity Act, 1910 as amended and rules framed under Section 37 of the said act, various internationally accepted design codes and methodologies and familiarity with international best practices is essential. The electrical engineer must have exposure to energy conservation systems, intelligent buildings and quality assurance procedures and practices. The electrical engineer shall be responsible for review, checking and approval of design and layout of internal electrical system and installations, sports lighting, electric substations, elevators and escalators, fire detection and fire alarm system, external electrification of campus, intelligent and security system, supervision of installation, commissioning and testing thereof and exercising quality assurance at all stages of work. (S)He shall assist in formulation of 'operation and maintenance manual' of electrical, fire detection and fire alarm system.

**In addition to the above, plumbing engineer, firefighting engineer and other supervisor/specialist personnel, shall be deployed as and when required.**

**APPENDIX E: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed position : .....

Name of firm : .....

Name of staff : .....

Profession : .....

Date of birth : .....

Years with firm/entity : ..... Nationality : .....

Membership of professional societies : .....

Detailed task assigned : .....

**Key Qualifications :**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Education :**

[Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

**Note:**

**a) Age of the personnel shall not be more than 70 (seventy) years.**

**Employment Record:**

[Starting with present position, list in reverse chronological order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about 3/4<sup>th</sup> (three-quarters) of a page.]

**Languages :**

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

**Certification**

I, the undersigned, (Name and Address) certify that I have not left any assignment with the consultants



engaged by NGS/ contracting firm (firm to be supervised now) for any continuing work of NGS without completing my assignment. I will be available for the entire duration of the current project (Named) if I leave this assignment in the middle of the completion of the work, NGS would be at liberty to debar me from taking any assignment in any of the NGS works for an appropriate period of time to be decided by NGS. I have no objection if my services are extended by NGS for this work in future. I further certify that to the best of my knowledge and belief, these data correctly describe qualifications and experience.

.....Date :.....

*[Signature of staff member or authorised representative of the Firm] Day/Month/Year.*

**APPENDIX F: FINANCIAL PROPOSAL SUBMISSION FORM (on bidders' letter head, duly signed and stamped)**

**TO:**

**Chief Executive Officer & Secretary,**  
National Games Secretariat  
Chandrashekharan Nair Stadium, Palayam,  
Thiruvananthapuram, Kerala, India

Dear Sir,

**Subject: Submission of Financial Proposal in reference to NGS RFP dated for empanelment of Independent Technical Consultant**

We, the undersigned, offer to provide the Consulting services for the above in accordance with your RFP document dated [Date], and our Technical Proposal and hereby submit our financial proposal as below-

S no	Stadium	Lumpsum Cost for Independent Technical Consultancy - Rs. (in figures)	Lumpsum Cost for Independent Technical Consultancy - (in words)
1	Outdoor Stadium at Karyavattom, Thiruvanthapuram		
2	Indoor Stadium at Vattiyoorkavu, Thiruvanthapuram		
3	Central Stadium near Secretariat Area, Thiruvanthapuram		
4	Indoor Stadium at Calicut		

Our 'Financial Proposal' shall be binding upon us up to the expiration of the validity period of the Proposal, i.e., [Date]. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act, 1988.

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

We remain,

Yours sincerely,

Authorised Signature:

Name and title of Signatory:

Address of the firm:

**NOTE –**

1. The 'Financial Proposal' should clearly quote a fixed lump sum amount (in Indian currency) for each of the stadium as the IC'S fee payable by NGS to it for its tenure as the IC. This amount shall be inclusive of all taxes including service tax, duties, fees, levies and other charges imposed under the applicable law, on the IC, their sub-contractors, and their personnel
2. In case the bidder is not offering rates for any of the stadium, the row may accordingly be deleted or clearly marked as "Not Quoted".

## APPENDIX G: TERMS OF REFERENCE FOR INDEPENDENT TECHNICAL CONSULTANT

IC shall administer the construction of the Project and henceforth, after completion of each step the detailed information/ reports/ findings shall be submitted to NGS, for verification and final approval.

In addition to this, the IC shall also submit a copy of the information/ report to the Concessioneing Authority and the Concessionaire, for information.

### A. Schedule - TERMS OF REFERENCE FOR INDEPENDENT CONSULTANT SERVICES

#### **Role & function of the IC**

The role and function of the IC shall include the following:

- i. Act independently on behalf of the Concessioneing Authority to review and approve all activities associated with the Concession Agreement (which includes Planning, Designing and Construction)
- ii. Shall ensure that all the works carried out by IC shall be submitted to NGS for verification and confirmation.
- iii. To ensure that high quality of Construction is achieved and that all the work is carried out in full compliance with the 'Technical Specifications'/requirements, the RFP documents consisting of instructions to bidders, Concession Agreement along with the Schedules, 'Technical Specifications' and the approved 'Working Drawings' of the design submitted by the Concessionaire and all other components which are required for the proper functioning of the building & which are not mentioned in this RFP & the Concession Agreement.
- iv. To assist the Concessioneing Authority in issuing of respective 'Construction Completion Certificates'.
- v. Assist Concessioneing Authority on the 'Technical, Financial and Legal' aspects of the Project and the Concession. However, the final findings shall be cross checked and approved by the NGS.
- vi. In consultation with the NGS shall assist in arriving at an amicable settlement of any dispute.
- vi. To comply with all certification and reporting requirements of the Concession Agreement.
- viii. Undertake all other duties and function in accordance with the Concession Agreement/ Agreement.

The IC shall discharge its duties in a fair, impartial and efficient manner with the highest standards of professional integrity and 'Standard Industry Practice'.

The IC shall continue to submit all his reports in respect of his roles and duties along with his recommendation to NGS for further confirmation and verification.

**The details of Scope of Work (SoW) are as follows:**

**1.1 Design Stage**

- i. To review, check, verifying and further detail the 'Project Implementation Schedule' of engineering, design, procurement, construction and facilities management set-up including final reconciliation up to hand-over of the Project. This would include:
  - a) communication system;
  - b) design & drawing approval and release logistics;
  - c) scope and responsibility matrix;
  - d) works packages structure; and
  - e) detailed project programme.
  
- ii. To review, check and verify the adequacy of all field and site investigation including geo-technical, soil investigations, hydrological investigation and the topographical survey. This would include:
  - a) site reconnaissance survey;
  - b) study of the design & detail engineering drawings on the basis of above surveys, and;
  - c) soil investigation for adequacy in terms of number of bore-holes, locations and type of tests including specifications.
  
- iii. To review, approve and submit the report on the detailed design of Project (Four stadia with all facilities and services), prepared by Concessionaire and as approved by design approval committee, to the NGS, pursuant to which the Concessionaire shall proceed ahead with construction of the Project. This would include:
  - a) Project / design briefs and changes thereof;
  - b) layout plan & architectural review;
  - c) traffic and pedestrian circulation within the four;
  - d) civil services – viz: internal public health and planning;
  - e) structural design of stadium(s);
  - f) electrical services including electrical substation ;
  - g) specialised services: HVAC, fire fighting system, provision of fires safety equipments;
  - h) estate services under development of work: storing water, sewerage, water supply, solid waste management, electrical compare light, landscaping and horticulture;
  - i) escalator & elevator;
  - j) parking capacity/ requirements, as per the zoning plan;
  - k) contract management: technical specifications, analysis of rates and Bill of Quantities ('BoQ').
  - l) to review the safety plans during the construction period to avoid any fatal accidents and adherence to the safety norms; environment mitigation plans, quality assurance, procedures and construction methodology.

## 1.2 Construction Stage

- i. Review, check & verify
  - a. The periodic project progress report prepared by the Concessionaire;
  - b. Methodology and adhering to construction Schedule and quality as per the IS code and all applicable codes;
  - c. 'Construction Control Manual' and various quality tools including works control formats and check lists;
  - d. All Project contracts/ Agreements including detailed engineering and design consultancy contract, sub-contracts, O & M contract;
  - e. Quality Assurance Plan and Quality Control ('QAQC') provisions during the construction stages;
  - f. Cost Monitoring / Control / Value Management Criteria;
  - g. Safety measures; and
  - h. Defects and deficiencies during construction.
- ii. Supervision of various tests (as per the provision of Concession Agreement and in accordance to the Standard Industry Practices) and their Certification.
- iii. Examine and approve any change in SoW or variations, as per provisions of the Concession Agreement.
- iv. Determining conformity of construction works to specification and standards including taking art of supplies and testing thereof.
- v. Inspection of remedial works for removal & rectification of any defects or deficiencies.
- vi. Review testing and commissioning of all specialised services; equipment, machinery and appliances as per manufactures specification & manner.
- vii. Audit the safety of the Project both during Construction & Operation and Maintenance stages (till the issuance of final Construction Completion Certificate).
- viii. Periodic review of the Project Works as per agreed Project Programme in terms of Quality, Completion Stage and changes and corrective actions thereof.
- ix. Examining the works and accordingly issue 'Provisional Construction Completion Certificate and Final Construction Completion Certificates'.
- x. Issue Provisional Certificate duly appended with a list of outstanding items established after joint inspection.
- xi. To assist in framing the O&M Manual and periodic maintenance of the building part and services.

The IC shall ensure that all the above progress reports, inspections, quality control tests manuals, Project Agreements, Tests etc are submitted to NGS for review and final approval.

## 1.4 All through the tenure of Construction and Development Phase

- i. Assist Concessioning Authority in operational aspects of Concession Agreement, especially with regard to commercial, financial and legal issues of the Agreement.
- ii. Shall submit all the design, drawings, monthly progress reports etc to NGS for

- verification and final approval.
- iii. Change in SoW, in terms of facilities to be provided from existing Concession Agreement.
- iv. Notice regarding the event of default by either party as per Concession Agreement
- v. To mediate and assist in resolving disputes between Concessions Authority and Concessionaire.
- vi. Determine any extension of the 'Project Implementation Schedule' and the Concession period, to which the Concessionaire has requested and shall notify it to the Concessions Authority accordingly.
- vii. Administration of Concession Agreement
- viii. Assist in Providing Management Information System to Concessions Authority.

### **1.5 End of project**

At any time, 90 (ninety) days prior to end of project date, the IC, shall in the presence of an authorised representative of Concessionaire, inspect the Project to determine compliance of structure stability and soundness of the construction, status of all services; condition of specialized services, its equipment, machinery and plant etc. to be in working condition (except for normal wear and tear). The IC shall detail in the defects and deficiencies and measure to be taken including replacement of any machinery, equipment, plants etc. to be undertaken by the Concessionaire within specified time. After compliance the Concessionaire shall inform the IC and NGS in this regard who shall undertake just inspection of the Project before issue of 'Construction Completion Certificate'. The IC shall also aid, assist and advise the Concessionaire in preparing the Maintenance Manual.

## **2 Reporting Requirements**

The IC will prepare and submit to the NGS and Concessions authority two copies of the reports mentioned below. The rep of NGS shall visit the site, carry out necessary tests, if required and confirm the matter stated in the report and henceforth, give confirmation on reports to 'Concessions Authority' i.e. NGS. The each of the following reports are stated below:

### **Monthly Reports**

The IC will, no later than the 10<sup>th</sup> (Ten-tenth) of each month, prepare a brief progress report summarizing the work accomplished for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for ongoing works, outlining problems encountered and recommending solutions. The report should indicate, among other things, actions required of Concessions Authority and Government agencies to permit unconstrained works implementation.

### **Quarterly and Periodic Reports**

The IC will prepare a comprehensive report summarizing all activities under the services

at the end of each quarter, and also at other times when considered warranted by the Concessioning Authority because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize not only the activities of the IC but also the progress of the contract, all contract variations, brief descriptions of the technical and contractual problems being encountered and other relevant information.

### **Miscellaneous**

- 1) The IC shall notify its program of inspection to NGS/ Concessioning Authority and to the concessionaire, who may, in their discretion, depute their respective authorised representative to be present during the inspection.
- 2) A copy of all communications, comments, instructions, drawings or documents sent by the IC to the Concessionaire pursuant of this ToR, and a copy of all the test reports with comments of IC there of shall be furnished by the IC to the Concessioning Authority/NGS.
- 3) The IC shall maintain close liaison with the NGS at all stages and arrange for his approvals in a timely manner.
- 4) The IC shall obtain, and the Concessionaire shall furnish in 2 (three) copies thereof, all communication and reports required to be submitted under the Agreement by the Concessionaire to the IC, whereupon IC shall send one of the copies to the Concessioning Authority with its comments there on.
- 5) Upon completion of the Agreement hereunder, the IC shall duly certify and list all drawings, documents, results of tests and other relevant records and hand them over to the NGS or such other person as the Concessioning Authority may specify and obtain written receipt thereof.



**APPENDIX H: DRAFT AGREEMENT FOR INDEPENDENT CONSULTANT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**BETWEEN**

**Chief Executive Officer & Secretary, National Games Secretariat Thiruvanthapuram** (hereinafter referred to as the “**Concessioneing Authority**” or “**NGS**” or “**the First Party**”), of **ONE PART.**

**AND**

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as the “**Independent Technical Consultant**” or the **Second Party** which expression shall, unless the context otherwise requires, include its successors and permitted assigns), of **OTHER PART.**

**WHEREAS** the Concessioneing Authority has entered into a Concession Agreement dated \_\_\_\_ 2011 with \_\_\_\_\_ for planning, designing/engineering/financing/ construction/ operation and maintenance of \_\_\_\_\_ in \_\_\_\_\_.

**AND WHEREAS** the Concession Agreement contemplates the Appointment of an Independent Technical Consultant, being an expert to perform certain functions under the Agreement

**AND WHEREAS** pursuant to bidding process, \_\_\_\_\_(name of the Independent Technical Consultant), has been selected by the Concessioneing Authority to act as an Independent Technical Consultant

**NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS:**

- 1 The Second Party hereby agrees to adhere to the terms of Concession Agreement dated \_\_\_\_\_ 2011, so far they relate to the functions of the Independent Technical Consultant, and has signed a copy of Concession Agreement in token of his adherence to the Concession Agreement and receipt of a copy of the said Agreement.
- 2 The Independent Technical Consultant, in addition also agrees to abide by the ToR, as mentioned in the RFP document dated \_\_\_\_\_, a copy of which is attached to this Agreement as Annexure-A.
- 3 Words and expressions used in this Agreement, unless defined here, shall have the same meanings as assigned to them in the Concession Agreement or the RFP document (consisting of the ToR).

#### **4 Inception:**

- 5.1 During the Construction Period, the Independent Technical Consultant shall at all reasonable times and upon reasonable notice, have access to the Project site for the purpose of discharging its duties under the Concession Agreement.
- 5.2 The Independent Technical Consultant shall undertake inspections of the Project site, at such times as it deems appropriate, to determine the progress in construction of the facilities the extent of compliance with technical standards stipulated for the construction of facilities, sampling and undertaking tests as considered necessary and notify the NGS, of any defects, deficiencies, deviations there from within 7 (seven) day of such inspections. The NGS shall be required to verify and confirm the deviation, as stated by the Independent Technical Consultant and hence, inform the same to the Concessioneing Authority and the Concessionaire within 7 (days) of such confirmation. The Independent Technical Consultant shall submit Inspection Reports along with its observation and recommendation to the NGS and seek necessary approval of the NGS as provides under the Agreement.

#### **6. Certificates**

The Independent Technical Consultant, after the required verifications and approvals from the NGS, shall decide upon, issue and sign all certificates required at various stages in this Concession Agreement till the end of the Construction Period, including the Construction Completion Certificates or Provisional Certificates, in accordance with the provisions of the Concession Agreement. The Independent Technical Consultant shall ensure for removing of defects, deficiencies and breaches under the Agreement.

#### **7. Cost of Construction:**

The Independent Technical Consultant undertakes to determine the cost incurred by the Concessionaire on the construction of the facilities, on grant of the 'Construction Completion Certificate'. The Independent Technical Consultant may also be required by the Parties to determine Cost at any other stage of the Project. However, every determined cost shall be first approved by the NGS.

8. In addition to the above, the First Party may at any time require the Second Party to submit its report on such references as the First Party may deem fit.

#### **9. Reporting Requirements**

The Independent Technical Consultant will prepare and submit to the NGS and the Concessioneing Authority, two copies of each of the following reports:

##### ***Monthly Reports***

The Independent Technical Consultant will, no later than the 10<sup>th</sup> (tenth) of each month, prepare a brief progress report summarizing the work accomplished for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work

progress summaries and 'Quality Assurance' including complying with technical requirement and specification will be included for ongoing works, outlining any defects, deficiencies and problems encountered and recommending solutions. The report should indicate, among other things, actions required of Concessioneing Authority and parastatal agencies to permit unconstrained works implementation, Quality Assurance and complying to technical requirements and specifications.

#### ***Quarterly and Periodic Reports***

The Independent Technical Consultant will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by the Concessioneing Authority because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize not only the activities of the Independent Technical Consultant but also the progress of the contract, all contract variations, brief descriptions of the technical and contractual problems being encountered and other relevant information.

All the monthly, quarterly and periodic reports shall be submitted by Independent Technical Consultant to the NGS for verification and final approval.

#### **10. Tenure:**

The tenure of the Independent Technical Consultant, under this Agreement, shall be from \_\_\_\_\_ to the date of issue of the Construction Completion Certificate (*hereinafter referred as "Consultancy Period"*).

The Concessioneing Authority shall have the option to engage services of the 'Independent Technical Consultants' during O & M at mutually agreed terms and conditions.

#### **11. Fees**

For the services rendered by the Second Party, it will be entitled to a **Consultancy Fees of ` \_\_\_\_\_ (INR \_\_\_\_\_)** inclusive of all out-of-pocket expenses and taxes, levies etc.

12. The Independent Technical Consultant shall submit bills for monthly payment to the NGS upon certification of such bills by the NGS and being intimated in writing by the NGS, the Concessioneing Authority shall pay the same within 15 days.
13. If the Concessioneing Authority or the Concessionaire have reason to believe that the Independent Technical Consultant is not discharging its duties in a fair, efficient or diligent manner, the Concessioneing Authority may terminate the appointment of the Independent Technical Consultant and appoint another Independent Technical Consultant. The services of the Independent Technical Consultant may be terminated by giving a notice of 7 (seven) days. The fees for the month in which the termination occurs, would not be payable.
14. In case the duration of the assignment is less than 18/24 (eighteen/twenty-four) months as applicable, the total **fees of Rs. \_\_\_\_\_ (INR \_\_\_\_\_)** would still remain the same. However, if the duration of the assignment is more than 18/24 (eighteen/twenty-four) months then the Consultancy Fee shall be finalised on a pro-rata basis.

15. The Second Party shall ensure that the resident engineer and Sr. quality/ material expert are at all times made available at the Project site. However, the other personnel staffs shall be made available whenever the works/ services are being carried out at the Project Site. Failure to do the same shall result into the non-compliance of the obligations under this Agreement and may at the discretion of NGS, result into termination of this Agreement and forfeiture of the Performance Security. The personnel employed by the Second Party for discharging duties under this Agreement shall for all practical and legal purposes be the employees of the Second Party and the First Party shall not in any manner be liable towards the said employees.
16. That the Independent Technical Consultant shall hereby undertakes and covenants that it shall perform its functions under this Agreement with diligence, integrity, utmost sincerity, punctuality and according to highest professional standards.
17. That the Independent Technical Consultant would provide a **Performance Security for an amount equal to 20 (twenty)% of the Consultancy Fees**, in the form of a bank guarantee to the (1<sup>st</sup>) First Party. The Performance Security will be valid till the tenure of this Agreement/ Consultancy Period plus 12 (twelve) months. In the event of breach of any obligation of the Independent Technical Consultant mentioned under this Agreement/ ToR/ Concession Agreement, this Agreement will be terminated and the Performance Security of the Second Party would be forfeited.
18. In case of any dispute or differences arising out of this Agreement, parties agree to amicably settle out any dispute within 45 (forty five) days of notice of such dispute being issued to either party. On the failure to resolve the dispute within 45 (forty five) days the same shall be referred to Arbitration. The Arbitral Panel shall consist of one nominee each of the Concessioneing Authority and the Independent Technical Consultant. The nominees shall appoint third Arbitrator within 30 days of notice from either party and in the event of failure to appoint third Arbitrator, the third Arbitrator shall be appointed by Chief Executive Officer and Secretary, NGS, Kerala. The Arbitration shall be conducted in English and in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment or modification thereof or any law for the time being in force pertaining to arbitration in India. The place of Arbitration shall be at Thiruvananthapuram only.

## 19. **Interpretation**

In this Contract unless the context otherwise requires:

- (a) heading and bold type face are only for the purpose of convenience and shall be ignored for the purpose of interpretation;
- (b) words denoting the singular shall include the plural and vice versa;
- (c) reference to any legislation or law any ordinance or provision shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (d) references to the word "include" shall be construed without limitation;
- (e) references to this Agreement or to the RFP shall be construed as a reference to such document as the same may be varied, amended, supplemented or novated from time to time; and

(f) the Agreement shall be interpreted along-with the RFP, schedules, amendments mutually agreed to in writing by both parties to the Agreement.

**20. Indemnification**

The Independent Technical Consultant agrees, to defend or settle and hold harmless NGS (it's assigns and employees) at Independent Consultant's expense from, any and all third party claims regarding the services to be performed pursuant to the Agreement (including attorney's fees but not including any challenge to the award process) arising due to the Independent Technical Consultant's alleged breach, willful negligence, act or omission in performance of the services pursuant to the Contract.

Notices of claims or notices of violation by any regulatory/juristic authority issued against the Independent Technical Consultant with regard to services performed under the Contract shall immediately be brought to the attention of NGS. The Independent Technical Consultant shall furnish immediately to NGS copies of all pertinent documents received by the Independent Technical Consultant on demand of NGS. The Independent Technical Consultant shall authorize Independent Technical Consultant's employees and legal counsel to collaborate with representatives of NGS for settlement of claims if required at NGS's discretion.

**21. Assignment**

Except as expressly provided for in the Contract the Independent Technical Consultant shall not delegate, assign, sublet or transfer any duties or interests in this Contract without the prior permission of NGS.

All terms and conditions of the Contract shall be binding on and shall inure to the benefit of NGS, Independent Technical Consultant and any assignment or transfer of this Contract or any rights hereunder by either party shall be strictly prohibited without written authorization of NGS.

An assignment by Independent Technical Consultant of its interest in the Contract shall not relieve the Independent Technical Consultant or any such permitted assignee, as the case may be, from their respective obligations under this Contract, and shall inure to the benefit of and be binding upon, their permitted successors and assigns.\

**22. Severability and waiver:**

**22.1 Severability -**

If any provision of the Contract or any part thereof, are found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Contract or the remainder of the provisions in question which shall remain in full force and effect. The relevant parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision, a

valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

## **22.2 Waiver -**

No failure to exercise or enforce and no delay in exercising or enforcing on the part of either party to the Contract of any right, remedy or provision of this Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision unless specified to the contrary.

## **23. Survivability**

The Termination or expiry of the Contract for any reason shall not affect or prejudice any terms of the Contract, or the rights of the parties under them which are either expressly or by implication intended to come into effect or continue to be in effect after such expiry or Termination.

## **24. Governing law and disputes**

This Contract shall be governed in all respects by the laws of India. All disputes shall be subject to the jurisdiction of the State of Kerala.

## **25. Amendments and modifications**

The Contract may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement the Contract.

In witness whereof, the parties have set their hands on the date and place hereinabove mentioned.

Witness:

(First Party)

Witness:

(Second Party)

## **Attached:**

Annexure-A - RFP document

Annexure B - Copy of the Concession Agreement

## APPENDIX I: FORMAT OF PERFORMANCE SECURITY

### **Unconditional and irrevocable Bank Guarantee**

Bank Guarantee No.: \_\_\_\_\_ Dated: \_\_\_\_\_

#### **Issuer of Bank Guarantee:**

\_\_\_\_\_ (Name of the Bank) (hereinafter referred to as the “Bank”)

#### **Beneficiary of Bank Guarantee:**

NGS

#### **Nature of Bank Guarantee:**

Unconditional and irrevocable Bank Guarantee.

#### **Context of Bank Guarantee**

Performance during the Consultancy Period in respect of Agreement (hereinafter referred to as the “Agreement”) to be executed between National Games Secretariat (hereinafter referred to as the “NGS”) and \_\_\_\_\_ (hereinafter referred to as the “Independent Technical Consultant”) for the Appointment of Independent Technical Consultant for the Indoor/Outdoor Stadium at \_\_\_\_\_ (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and NGS and is not dependent upon execution or performance of any Agreement between NGS and \_\_\_\_\_ (name of the Independent Technical Consultant).

#### **Operative part of the Bank Guarantee:**

1. At the request of the \_\_\_\_\_ (name of the Independent Technical Consultant), we \_\_\_\_\_, \_\_\_\_\_ (name and address of the bank), (hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the NGS i.e. the beneficiary on behalf of the Independent Technical Consultant, upto a total sum of Rs. \_\_\_\_ (Rupees \_\_\_\_ Only), such sum being payable by us to NGS immediately upon receipt of first written demand from the NGS.
2. We unconditionally and irrevocably undertake to pay to the NGS on an immediate basis, upon receipt of first written demand from the NGS and without any cavil or argument or delaying tactics or reference by us to Independent Technical Consultant and without any need for the NGS to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Independent Technical Consultant or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums

- within the limits of Rs. \_\_\_\_ (Rupees \_\_\_\_ Only).
3. We hereby waive the necessity of the NGS demanding the said amount from Independent Technical Consultant prior to serving the Demand Notice upon us.
  4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the NGS that the NGS shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Independent Technical Consultant, which are recoverable by the NGS by invocation of this Guarantee.
  5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Independent Technical Consultant. We undertake not to withdraw or revoke this Guarantee during its currency / validity period, except with the previous written consent of the NGS.
  6. We unconditionally and irrevocably undertake to pay to the NGS, any amount so demanded not exceeding Rs.\_\_\_\_ (Rupees \_\_\_\_ Only) notwithstanding any dispute or disputes raised by Independent Technical Consultant or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the NGS, shall be a valid discharge of our liability for payment under this Guarantee and the Independent Technical Consultant shall have no claim against us for making such payment.
  7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_

Notwithstanding anything contained herein:

- 1 Our liability under this Bank Guarantee shall not exceed Indian Rs. \_\_\_\_ (Rupees \_\_\_\_ Only).  
This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_ to \_\_\_\_\_.
- 2 We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the NGS serves upon us a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory  
For Bank