



**GOVERNMENT OF INDIA
MINISTRY OF YOUTH AFFAIRS AND SPORTS
DEPARTMENT OF SPORTS
SPORTS AUTHORITY OF INDIA**

RFP NO. 01-11001(01)/1/2026-HO - Infra Division

Dated: 29.01.2026.

**REQUEST FOR PROPOSAL (RFP)
FOR ENGAGEMENT OF DEA EMPANELLED TRANSACTION
ADVISOR
FOR
DEVELOPMENT OF JAWAHARLAL NEHRU STADIUM (JNS),
DELHI THROUGH PUBLIC-PRIVATE PARTNERSHIP (PPP)**

AS

NEW DELHI SPORTS HUB

**MINISTRY OF YOUTH AFFAIRS AND SPORTS
DEPARTMENT OF SPORTS
SPORTS AUTHORITY OF INDIA
JLN STADIUM
NEW DELHI-110003
INDIA**

ENGAGEMENT OF DEA EMPANELLED TRANSACTION ADVISOR

REQUEST FOR PROPOSALS

This RFP is exclusively open to the Transaction Advisors who have been empaneled and officially notified by the Department of Economic Affairs, Ministry of Finance, Government of India, valid as on the date of opening of the tender.

Invitation for Proposals

1. INTRODUCTION

1.1 Background¹

- 1.1.1 Sports Authority of India, an autonomous organization under the aegis of the Department of Sports, Ministry of Youth Affairs and Sports, Government of India (the “**Project Authority**” having its Headquarters at New Delhi, India) has decided to redevelop/ develop Jawahar Lal Nehru Stadium (hereinafter the “**JNS**” or the “**Stadium**”), New Delhi through Public Private Partnership (the “**Project**”). Key objective of this project is to promote holistic development of stadium as per world class standards for sports, supporting participation and excellence, at the same time redeveloping/ developing the unutilized/ underutilized spaces for complementing commercial activities so as to maximize the revenue streams through optimal and sustainable usage of available land resource. JNS is located in South Central part of New Delhi. The JNS complex spans over ~98 acres site that includes a main stadium arena with a seating capacity of 77,000, an indoor weightlifting auditorium, 3 football fields, 2 athletic tracks, 2 badminton halls, a table tennis hall, archery training zone and other sports facilities. The indicative cost of the Project is Rs. 7,853 crore (Rupees Seven Thousand Eight Hundred and Fifty Three crore), based on the Pre-feasibility study undertaken for the Project.
- 1.1.2 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on PPP basis to a private entity (the “**Concessionaire**”) selected through a competitive bidding process (the “**Bidding Process**”). The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the “**Concession Agreement**”).
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of transaction adviser, for determining the technical feasibility and financial viability of the Project, drafting the transaction documents and for assisting the Authority in the transaction process. The Consultant shall prepare the Master Plan, Preliminary Engineering Design Reports, Project Feasibility Report, bidding documents in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2 Engagement of Transaction Adviser through DEA Empanelment

- 1.2.1 The Department of Economic Affairs (DEA), Ministry of Finance, Government of India, is the nodal department for the formulation and administration of the Public Private Partnership (PPP) policy and has empaneled a set of qualified Transaction Advisers for providing transaction advisory services for PPP projects across various sectors, vide Department’s Notification dated 1st July, 2022, as amended from time to time, including Notifications dated 23rd September, 2022 and 5th February, 2024
- 1.2.2 In line with the Guidelines/Manuals issued by DEA for engagement of Transaction Advisers for PPP projects, the Authority proposes to select a Transaction Adviser for the Project from among the firms empaneled by DEA. The empanelment framework enables engagement of competent advisers through

a transparent, simplified and time-efficient selection process against a clearly defined scope of work.

1.3 Purpose of this Request for Proposal

- 1.3.1 This Request for Proposal (RFP) is issued to invite proposals from eligible Transaction Advisers empaneled by DEA for selection of a Transaction Adviser (the “Consultant”) to provide comprehensive transaction advisory services for redevelopment of JNS, New Delhi through PPP mode.
- 1.3.2 The Consultant shall, inter alia, assist the Authority in assessing technical feasibility and financial viability of the Project, preparing the Master Plan and feasibility reports, structuring the Project under an appropriate PPP model, preparing bidding and contractual documents, and providing support during the competitive bidding process for selection of the private sector concessionaire (the “Concessionaire”), all in accordance with the Terms of Reference (TOR) specified in Schedule-1.

1.4 Due diligence by Applicants

Applicants are encouraged to acquaint themselves with the Project, applicable laws, site conditions and other relevant information before submitting their Proposals. Applicants may seek clarifications, participate in the pre-proposal conference and, if required, visit the Project site in accordance with the provisions of this RFP. The Authority shall not be responsible for any omission or misinterpretation by Applicants.

1.5 Selection Methodology

- 1.5.1 The Consultant shall be selected through the Quality and Cost Based Selection (QCBS) method, in accordance with the DEA empanelment guidelines and the procedure set out in this RFP.
- 1.5.2 The selection process for the bidders qualifying the eligibility criteria shall comprise a two-stage evaluation consisting of (i) technical evaluation and (ii) financial evaluation. Only those Applicants who meet the prescribed minimum technical score shall be considered for financial evaluation. Final ranking of Applicants shall be based on the combined technical and financial scores, as specified in this RFP.

- 1.6 Schedule of Selection Process:** The Authority would endeavor to adhere to the following schedule:

S.N.	Particular	Details
1.	Name of the Work	DEVELOPMENT OF JAWAHARLAL NEHRU STADIUM (JNS), DELHI THROUGH PUBLIC-PRIVATE PARTNERSHIP (PPP)
2.	Estimated cost of Project Management Services (in figures and words)	11,85,11,165.00 inclusive of all taxes
3.	Estimated period for completion of project	13 months

4.	Date of Publication:	29.01.2026
5.	Document Downloading Start Date:	29.01.2026
6.	Last date and time of submission of queries for Pre-Bid Conference	03.02.2026 at 06.00 PM
7.	Virtual Pre-Bid conference	04.02.2026 at 03.00 PM Prebid Link: https://meet.google.com/ogg-jhaz-qtm
8.	Bid submission start date and time	06.02.2026 at 06.00 PM
9.	Bid submission end date and time	23.02.2026 at 11.00 AM
10.	Bid Validity Period	120 days from the last date of submission
11.	Mode of Submission	Online submission on e-procurement portal
12.	Opening of Technical Bid date and time	24.02.2026 at 11.00 AM
13.	Opening of Financial Bids	To be Intimated later (Minimum of 48 hours from opening of technical bid)
14.	RFP document Fee	NIL
15.	Bid Security/EMD	35,55,335.00
16.	Bank Account Details of the Authority	Secretary/Sports Authority of India Union Bank of India Account No: 108510100032325 IFSC No. UBIN0810851
17.	Authority's Representative for this RFP purpose & Address of Correspondences	Deputy Director (Infra), SAI Email: infra-sai@gov.in

1.7 Pre-Proposal Conference and Communication:

1.7.1 Applicants to send their requests to (**mention email id**).....for receipt of the web-link for participation in the Pre-Proposal Conference.

1.7.2 All queries by prospective Applicants must be sent to the following e-mail id: Sh. _____, Officer's Designation (**e-mail id**)

1.7.3 The Official website of SAI is <https://sportsauthorityofindia.nic.in/>. Applicants are advised to visit the website mentioned to keep them updated, for any changes/modifications related to this RFP. All communications pertaining to the RFP, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. dated
"SELECTION OF TRANSACTION ADVISER FOR JNS PROJECT"

1.7.4 The Pre-Proposal Conference shall be held physically:

Date:
Time:

1. NOTICE INVITING TENDER

Engineering Division, Sports Authority of India (SAI) on behalf of Sports Authority of India (SAI) invites tender in electronic tendering system for

DEVELOPMENT OF JAWAHARLAL NEHRU STADIUM (JNS), DELHI THROUGH PUBLIC-PRIVATE PARTNERSHIP (PPP) from the experienced and financially as well as technically sound DEA empaneled agencies working in Central /PSU/State Government Departments of National repute. The tenders shall be available on website <https://etenders.gov.in/eprocure/app> on dates as mentioned above, "List of Important Dates."

Tender document is also available for viewing on the "Notices and Tenders" link of SAI website <http://sportsauthorityofindia.gov.in> and CPP portal.

Bids to this tender will be accepted only through **ONLINE** mode through the website <https://eprocure.gov.in/eprocure/app>. No other mode of bid will be considered and accepted. For applying online, the bidder should get itself registered at <https://eprocure.gov.in/eprocure/app>. Bid submission and System Requirement Manual are also available on <https://eprocure.gov.in/eprocure/app>.

Name of Work	Approx. Estimated Cost	Earnest Money Deposit (EMD)	Completion Period (including rainy season)
DEVELOPMENT OF JAWAHARLAL NEHRU STADIUM (JNS), DELHI THROUGH PUBLIC-PRIVATE PARTNERSHIP (PPP)	Rs. 11,85,11,165.00 including GST	Rs. 35,55,335.00 [* 3% of estimated amount].	13 months

The empaneled transaction advisors may download tender documents from e-procurement portal <https://eprocure.gov.in/eprocure/app> from the date & time mentioned above. The technical bid and bid documents duly filled and digitally signed in all respect may be submitted online through the e-portal within the date and time (as per server clock) on **as mentioned under "List of Important Dates"**. SAI does not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for online bidding.

EMD for the work is shown in the table above. EMD (Refundable) will be submitted online in following SAI Bank Account:

S. No.	Particulars	Details
1.	Name of Beneficiary	Secretary/Sports Authority of India
2.	Name of Bank	Union Bank of India
3.	Bank A/c No.	Account No: 108510100032325
4.	IFSC Code	UBIN0810851

The proof of payment indicating UTR No. needs to be uploaded in technical bid folder. The bidder has to submit the proof of payment on date as specified in the NIT.

The EMD will be returned to all unsuccessful bidders after opening of Price Bid. EMD of successful bidder shall be refunded after submission of Performance Guarantee duly verified from issuing bank.

1. Validity of Tender will be 120 days.
2. Validity of EMD will be 165 days.
3. The tenderer shall quote their rates inclusive of GST, turnover tax/ sales tax on works and Labour Cess payable to Central/State Government along with other taxes, duties, levies etc. in conjunction with other terms and conditions.
4. The final selection will be based on QCBS system of Selection.
5. The Transaction advisor agency has to successfully complete the entire Scope of Work as mentioned in the tender document within the approved cost and agreed time period. Additional Items/ Deviations (if any) beyond the Scope of Work shall be intimated immediately to the Engineer-In-Charge in writing and the same shall be carried out only after the approval/ sanction of the same from SAI/ Owner.
6. Names of the technically qualified bidders on the basis of information furnished in the check list and in "My Document" uploaded by concerned bidders after technical evaluation and verification will be displayed on the portal.
7. In case, due to any reason the scheduled dates for opening of technical and financial parts as mentioned above are holidays or due to any reason the office remains closed or due to any acts of God it becomes unapproachable (solely at the discretion of tender inviting authority), the next working day will be applicable while the previous specified time will remain the same.
8. Sports Authority of India (SAI) reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reasons whatsoever.
9. At any time prior to the deadline for submission of bid, SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it. Such an amendment to the bid document will be uploaded on SAI website: www.sportauthorityofindia.nic.in. Prospective bidders are advised in their own interest to regularly visit website of Sports Authority of India (SAI) for any amendment or information etc. before submitting their bids. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.
10. For participating in the e-Tendering process of SAI, the bidder shall have to get them registered on the website <https://eprocure.gov.in/eprocure/app> so that they will get User ID and Password. This will enable them to access the website <https://eprocure.gov.in/eprocure/app> with the help of Digital Signature by which they can participate in e-Tender of SAI. For this intending bidder may contact E- Procurement Helpdesk: 0120-4001 002, 0120-4001 005, 0120-6277 787, [support-eproc\(at\)nic\(dot\)in](mailto:support-eproc(at)nic(dot)in).
11. Any corrigendum/ addendum/ errata in respect of the above tender shall be made available only at our official website <https://sportsauthorityofindia.nic.in> and <https://eprocure.gov.in/eprocure/app>. No further press advertisement will be given. Hence, all bidders are advised to check SAI website <https://sportsauthorityofindia.nic.in> and website <https://eprocure.gov.in/eprocure/app> regularly.

12. Due Diligence by the Bidders:

- 12.1. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
 - 12.2. Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of SAI's belief, however, their verification is the sole responsibility of Bidder.
13. Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

2. OBJECTIVES

The objectives of this consultancy (hereinafter called Objective) are to undertake preparation of a final Project Feasibility Report for redevelopment of JNS for the purpose of firming up the Authority's requirements in respect of development of Project Facilities and to provide support required for the PPP transaction process enabling the prospective bidders to assess the Authority's requirements in a clear and predictable manner with a view to ensure:

- a) optimal utilization of existing facilities at JNS and creation of a viable sporting ecosystem with maximization of revenue potential;
- b) development of world class sport infrastructure and other facilities in line with market potential;
- c) conformity to global standards for sports facilities and real-estate, creation of an urban icon and standard-bearer of a modern vibrant city;
- d) to ensure environment friendly and smooth traffic movement, phased development of the Project for improving its financial viability consistent with the requirement to minimize inconvenience to key user groups and stakeholders;
- e) adequate commercial development along with the stadium facilities to facilitate an optimal and just-right revenue model suitable for the above public policy goals and attractive for PPP;
- f) harmonious, secure and complementary co-existence of the sport's administrative facilities, sports facilities and the mixed use/real estate facility proposed to be developed;
- g) financing of the capital cost by the Concessionaire;
- h) optimizing the revenue potential of the Project; and
- i) Participation by the best available companies in the global PPP bidding process.

3. TERMS OF REFERENCE

1. GENERAL

The Authority has decided to redevelop Jawaharlal Nehru Stadium, New Delhi through public private partnership. Key objective of this project is to promote holistic development of the stadium as per world-class standards for Sports, supporting participation and excellence, at the same time redeveloping/developing the unutilized/underutilized spaces for commercial activity so as to maximize the revenue streams through optimal & sustainable usage of available land resource.

2. TERMS OF REFERENCE

The Authority seeks the services of a qualified firm for acting as a Transaction Adviser for developing the Master Plan, Project Feasibility Report, appraising the Project, develop the financial & revenue Model, prepare the Transaction Documents including the Concession Agreement and assist Authority in Bidding Process. The proposal invited hereunder is for appointment of Transaction Adviser for development of Jawaharlal Nehru Stadium, New Delhi.

3. OBJECTIVE

Objective of this consultancy (hereinafter called Objective) is to undertake preparation of a Project Feasibility Report for redevelopment of JNS for the purpose of firming up the Authority's requirements in respect of development of Project Facilities and to provide support required for the PPP transaction process enabling the prospective bidders to assess the Authority's requirements in a clear and predictable manner with a view to ensure:

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- g) financing of the capital cost by the Concessionaire;
- h) optimizing the revenue potential of the Project; and
- i) Participation by the best available companies in the global PPP bidding process.

4. SCOPE OF SERVICE

Scope of services shall include but not be limited to the following:

- i. Review of previous reports/drawing/data and verify the available drawings of the site;
- ii. Review of current state scenario, user surveys, demand surveys, growth and demand assessment;
- iii. Studies, surveys and investigations;
 - a. Engineering survey;
 - b. Building condition survey;
 - c. Exiting utilities mapping, assess and plan permanent and temporary diversion utilities;
 - d. Geotechnical survey; and
 - e. Study of identification of sensitive structures.
- iv. Development control norms; and assessment of real estate potential and revenue generation;
- v. Assessment of additional requirement of utility infrastructure such as power, water as well as their availability for their project;
- vi. Relocation plan of building and structures;
- vii. Development of Master Plan of the project
- viii. Construction methodology, sequencing, scheduling and time frame;
- ix. Environment impact assessment and actively work with the Authority in obtaining environment clearance;
- x. Preliminary designs and prepare design criteria/outline specifications;
- xi. Project cost and preparation of indicative bill of quantities and cost estimates;
- xii. Preparation of financial model and analysis;
- xiii. Prepare submissions for the purpose of obtaining in principle statutory approval/clearances for the Master Plan and assist the Authority in obtaining such clearances;
- xiv. Structuring of the project on PPP mode including value for money analysis for the Authority;
- xv. Preparation of Concession Agreement including schedules and other transaction documents; and
- xvi. Assistance in transaction process till the execution of Concession Agreement.

These services are briefly explained hereunder:

4.1 Review of previous reports/drawing/data and verify the available drawings of the site

Master Plan shall be developed around the stadium facade & facilities frozen by the Authority. The plans, drawings other data available for the area has to be verified by physical verification, topographical survey and available records/reports. Ascertain and study development plans of various departments/local bodies which have bearing on the development plan of the stadium.

4.2 Review of Current State Scenario, User Surveys, demand surveys, growth and Demand Assessment

The Consultant shall review the existing infrastructure and facilities with an objective to identify options to maximize access and footfall with commercial utilization, and minimum interference with existing and planned sports activities and sports training programme. The Consultant shall make assessment of the situation in terms of understanding applicable bye-laws, usage agreements, cost & revenues and related matter. The Inception report should include assessment of site location, demography, catchment area and connectivity. State of current facilities, site & facilities plan and requirement of up-gradation needs to be specified. Mapping of existing/nearby sports / recreation related facilities in the project catchment area is expected after gathering stakeholder's feedback for objectives and intent behind the proposed Project, the Consultant shall use the findings in preparing the Project Feasibility Report and Architecture and Urban Design Report ("AUDR").

4.3 Studies, Surveys and Investigations;

a) Engineering Survey

The Consultant shall carry out a detailed survey of the site to prepare accurate site plans. The development proposals should be primarily confined to the stadium site. A report shall be prepared on topographic survey indicating base line survey report which shall include Global Positioning System (GPS) benchmark, Great Trigonometrically Survey (GTS) benchmark, triangulation network points (temporary benchmark), close traverse survey details along with the photographs of important locations.

b) Building condition survey

Survey the existing structures and assess their condition, including the need for their relocation or restoration, as the case may be. As built condition survey of structures likely to be affected during redevelopment / development related construction works, necessary plan shall be developed /suggested so that the adjacent structures are not affected during construction activities for the project. Report on building construction survey including inventory report shall be submitted.

c) Exiting utilities mapping, assess and plan permanent and temporary diversion utilities

The Consultant shall be responsible for the accuracy of the physical and ground details, such as alignment of roads, details of existing structures on the proposed development area, land use details, utilities (telephone lines, signal lines/ equipment's, High Tension (HT) / Low Tension (LT) lines, water supply, drainage and / or gas lines and Optical Fiber Cable (OFC) etc.), trees and other plantation and access to adjacent properties.

d) Geotechnical Investigations

In order to provide reasonable detail to the bidders for assessing the type and

cost of foundation of buildings and structures as proposed in the Master Plan, the Consultant shall carry out a reasonable degree of geotechnical investigations and including conducting Laboratory and Field Test along with the analysis of results and preliminary foundation design to determine nature of construction.

e) Study of sensitive structures

A survey of all the sensitive structures which are sensitive from the religious, archaeological and historical point of view and are located within the site boundary shall be carried out along with all relevant details like approach, condition, patronage and impact of project on them and vice-versa.

4.4 Development control norms and Assessment of Real Estate potential and revenue generation'

Commercial and development at the stadium site is essential for financing the Project costs as well as achieving the objective of revitalization of sports usage. Hence, the Consultant shall identify adequate commercial space at the site so that a PPP model is feasible for a reasonable period of concession of say 30-60 years. However, any such commercial development should be able to co-exist with the sports stadium in a complementary and harmonious manner. While preparing the plans for integrated property development, Consultant shall make an assessment of the requirement of various utilities, services and access for private development and adequately provide the infrastructure and spaces for the same.

The Consultant shall study the development bylaws and Master Plan of the city applicable Transit Oriented Development (TOD) policies and other requirements laid down by local authorities and shall advise the Authority regarding the nature and extent of construction permitted and its likely impact on the viability of the Project. The Consultant shall prepare necessary documents to establish the minimum construction requirement over the entire site to meet the scale of facilities expected of a world-class stadium complex and the extent of real estate development to make the project viable. Provisional modifications/ relocations required in the development control norms or other local bodies shall be clearly brought out to enable the Authority to engage with concerned local authority at an early stage. The Consultant shall actively assist the Authority in preparation of documents, reports, drawings etc. tenable the Authority to logically argue its case and get the issues satisfactorily resolved. The Consultant shall prepare plans conforming to the extant urban bylaws with a view to enabling an 'in principle' approval of local authorities.

4.5 Assessment of additional requirement of utility infrastructure

Consultant shall make an assessment of the impact on infrastructure demand in terms of water, sewerage, power and communications. Mitigation plans for increase in infrastructure demand shall also be prepared. Source of water to ensure uninterrupted supply for the integrated development at site and adequate augmentation of other utilities like electric supply, sewerage lines, storm water drainage, etc. shall be studied in detail.

The Consultant shall study the traffic pattern of the area taking into account the future planned developments of DDA, South Delhi Municipal Corporation (SDMC), New Delhi Municipal Council (NDMC) and other urban transport systems, and the impact the redevelopment of the Stadium and its surroundings is going to have on it. Based on such study the Consultant shall prepare the plan for redevelopment of road network, pedestrian's path ways, subways, traffic integration, parking and connected matter.

Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the property development, the lighting, circulation, traffic integration, access, and services required for property development are to be planned for and integrated with overall planning.

4.6 Relocation of the structures

Consultant shall assess the requirements of relocation of sports facilities and track & fields, structures and their users/occupants, rehabilitation and resettlement, diversion of services/utilities and trees to be felled (if any). Plans prepared by the Consultant shall incorporate drawings for structures required to be relocated and due space provisions for the relocation and permanent diversion of services/utilities. Necessary schedules of R&R and felling of trees shall be prepared. Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the property development, the lighting, circulation, traffic integration, access, and services required for property development are to be planned for and integrated with overall planning.

4.7 Development of Master Plan

- 4.7.1** The Consultant shall prepare the Master Plan for the redevelopment of the Stadium and its surroundings into a world class sports facility in a manner which would utilize the existing land and infrastructure to the best advantage without being constricted in creativity and imagination for designing a truly urban icon. The Consultant shall prepare at least three conceptual alternatives, which must be equally complete in all respects, yet significantly different to provide the Authority a range of options to choose from. These alternatives shall be presented at an intermediate stage before draft submission stage and further detailing will be done for the alternative selected by the Authority. However, the Consultant might be asked to further sufficiently detail the other alternatives for allowing the Authority to make a selection. Master plan shall be fit for modular / phased construction.
- 4.7.2** The Consultant shall provide for adequate public space such as parks, fountains, amphitheater and green landscaping in the plan so that the redevelopment project makes value addition to the quality of life of local residents and users in general.
- 4.7.3** The Consultant shall take into account for bringing out design and layout of various elements of the Stadium such as layout plan of Sports zone, appropriate seating capacity, multi-use field designing, staircase and escalators, elevators, passage ways, entry, exit, subways including connectivity with Delhi Metro and existing and future planned approach ways, as per seismic zone of Delhi considering the requirement of differently abled person, meeting the safety and security requirement of General Public, Athletes, VIPs and VVIPs and other

users including for emergency evacuation. This design and layout plan may be incorporated in project Feasibility Report.

- 4.7.4** The Consultant shall prepare layout such that the infrastructure in general and Sports Infrastructure in particular should be differently-abled friendly, environment friendly and energy efficient including rain water harvesting provisions and renewable energy model to promote energy efficiency, as per current world practices and guidelines of M/o Housing and Urban Affairs, Government of India and Delhi Master Plan

- 4.7.5** While preparing this report, Consultant shall integrate the recommendations contained in previously finalized reports

4.8 Construction methodology, sequencing, scheduling and programming

As sporting activities would continue at the site as much as possible during project implementation, the development has to be done in phases. This would pose a challenge in carrying out construction activities without unduly disturbing the public, athletes, other users and the environment. The Consultant must address this challenge by identifying the minimum required diversion of facilities and planning viable temporary diversion plans. The diversion plans for various utilities like water/sewer lines, cables, equipment etc. and suggesting suitable construction methodology using modern construction techniques and equipment's would also be drawn up.

4.9 Identification of works for the first phase and assessment of the Mandatory Capital Expenditure

The Consultant shall prepare a phasing plan for the implementation of the Master Plan (AUDR). Consultant shall identify and prepare an exhaustive list of works to be included in the first phase in a manner that is feasible and which improves sports facilities at the project site significantly. This might involve temporary improvements/constructions/ diversions that might be replaced later in subsequent phases. The description of other phases of works to be commenced just after completion of first phase, may be indicative only as the Concessionaire would be responsible for preparing them.

The Consultant shall classify the various elements of infrastructure proposed in the Master Plan against para 3.7 into those that are independent of the nature and extent of commercial development the Concessionaire is going to undertake and those that are directly linked to the revenue-yielding commercial property. The former would be called as mandatory developments to be provided by the Concessionaire and a preliminary cost estimate for them shall be worked out by the Consultant. In order to do this, the Consultant shall prepare a list of such works that may include commercial/mixed-use developments, parking/circulating areas, community spaces, and requirement of redevelopment for various facilities and in particular, a Stadium Layout plan.

The above report including such cost estimate shall be delivered as Mandatory Capex (Capital Expenditure) Report (MCR).

4.10 Preliminary Design

The Consultant shall prepare the preliminary design comprising the Concept Plan in sufficient detail so as to demonstrate the constructability and feasibility of the design and allow the bidders to estimate the cost to a reasonable accuracy. This shall include but not be limited to floor plans, ground plan, L-sections, cross sections and landscape plans including brief design commentary.

4.11 Project cost and preparation of indicative cost estimates

The Consultant shall work out indicative cost estimates of the Project with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may add provision for physical and price contingencies, etc.

4.12 Project commercial structuring on PPP mode

Undertake market and business demand and potential investor (both national and international) analysis to lay-out the framework for different scenarios of business structure (i.e Master developer with sub-licensing rights and multiple concessions for different facilities, sports facilities and mixed use real-estate of the Project) and the portfolio optimization/ optimal product mix strategy for the mixed-use real-estate development.

4.13 Financial analysis

The Consultant shall provide the estimated construction costs, operation and maintenance costs of Mandatory Capex, real estate development, infrastructure improvement cost, cost of R&R, revenues from real estate and commercial development and other sources, etc. separately as part of its preliminary financial analysis and appraisal of the Project.

The Consultant shall identify and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the concession period. Based on the above, the Consultant shall prepare the Revenue Model which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. (the “**Revenue Model**”). This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model.

The Consultant shall, also provide a preliminary assessment of the financial viability of the Project with a view to estimating the likely Internal Rate of Return (IRR)&Net Present Value (NPV) over a concession period of 30 years, 40 years, 50 years and 60 years respectively. While undertaking the financial analysis and projecting the IRR, the assumptions / additional assumptions and rational for the same shall be submitted for approval before adopting.

4.14 Assistance in preparation of bid documents including Concession Agreement

- 4.14.1 Preparation of RFQ/RFP with pros and cons along with the suggestions of consultant to facilitate and obtain the approval of competent authority.

Consultant shall also prepare the bidding documents legally vetted for a two-stage/single bidding process, as the case may be, comprising of RFQ/RFP document for e-bidding including defining the qualification and bidding criteria.

- 4.14.2 Prepare the draft concession agreement with requisite legal vetting including the relevant schedules of the concession agreements to be signed for each of the Project covering financial, legal, technical and commercial aspects, containing measures that are required for ensuring the highest standard in the implementing the Project(s). The draft agreements should take into account:
- a. The financial model prepared for the Project structure;
 - b. Technical requirements for the concessionaire and technical schedules as provided by the Authority including various KPIs and other standards / Approvals requirements to be included in the draft Project Agreement;
 - c. Escrow Agreement to be included as part of Bid Documents based on the revenue collection and utilization mechanism agreed with the Authority;
 - d. Evaluation of the strategic objectives of the Authority in relation to the Project and advising on the legal, commercial and corporate structuring, especially with reference to Applicable Laws;
 - e. Approvals/ consents/ clearances required from government instrumentalities for the Project;
 - f. Identification of project risks and in allocation of the same in an efficient and economic manner;
 - g. Any other relevant aspect.

No separate man days should be specified for this work as this is proposed to be done by the Consultant's personnel including Key Personnel that would be deployed for work listed out in this TOR. Cost of all such inputs provided by the Consultant shall be deemed to be included in the man days quoted therein.

4.15 Assistance in the Bidding Process including pre-bid meetings and in evaluation of bids

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and answering questions or issuing clarifications with respect to legal, financial and other aspects arising from the Bid Documents with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

The Consultant shall assist the Authority and its other consultants and advisers (if any) by furnishing clarifications as required for the structuring, documentation and award of the Project. The Consultant shall make available the Team Leader and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority in the diverse commercial and legal issues relating to the Project that may arise from time to time.

4.16 Post award queries:

The Consultant shall assist the Authority in preparation of replies to any query from the Concessionaire on technical issues related to the Reports prepared by the Consultant as part of this Contract.

4.17 Assist the Authority on the following:-

- a. preparation of Preliminary Information Memorandum (PIM) document
- b. Preparation of Memorandum/Term Sheet for submission for Public Private Partnership Approval Committee (**PPPAC**) including all the required enclosures for PPPAC appraisal and subsequent competent authority approvals. The foregoing will inter-alia include assisting the Authority in responding to queries raised and undertaking meetings with DEA/NITI Aayog/MoYAS/MoHUA/GoI including preparation/presentation of PPT, if required.
- c. Preparation of all major terms of Project Agreements with pros and cons along with the suggestions of Consultant to facilitate and obtain the approval of competent authority
- d. Assist Authority in multiple discussions (including preparation/presentation of PPT, if required) with DEA/NITI Aayog/MoYAS/MoHUA/GoI with respect to the Project.
- e. Any other relevant aspect.

4.18 Assist/advise the Authority in conducting the bidding process including:

- a. Assisting Authority in establishing data room for sharing Project related information to the bidders and evolving a hassle free and simple methodology for sharing information to the authorized representative(s) of the bidders and also assisting Authority in this regard.
- b. Advise on tax and / or insurance related issues affecting the Project
- c. In conducting pre-bid meeting(s) after the release of bid documents.
- d. Responding to bidders' queries pertaining to legal, financial and commercial aspects as well as highlighting the queries for Authority to respond on technical / data related aspects.
- e. In evaluation of bids / registration documents of the bidders.
- f. In defining the various activities/timelines to be performed by the Authority after issuance of LOA to concessionaire.
- g. In conducting meeting(s) with officials of Authority to enable them to understand the salient features/ provisions of bid documents.
- h. In signing the Concession Agreement with the Concessionaire.
- i. Assist the authority in completion of various activities till the concession agreement is signed.
- j. Preparation of asset conditions report, environment audit report
- k. Preparation of complete data pack consisting of information/documents that are required to be shared with the interested bidders and framing a process

for sharing as also assisting Authority in sharing the information with the interested bidders.

4.19 General: The scope of work also includes the following:

- a. During the entire Consultancy period, the Consultant is required to participate and make presentation, if necessary, at various levels. The Authority cannot quantify the number of meetings the Consultant is required to attend. On many occasions, it is expected that the meetings will be held at short notice period. The financial quote of the Consultant should take into account this aspect.
- b. Upon initiation of the Consultancy services, if there is a delay in getting the approval of the competent authority by the Authority or the Project is put on hold or cancelled, then the payment to the Consultant will be restricted up to the milestone for which services are completed by the Consultant. In case of partial completion of a milestone, the decision of the Authority in deciding the quantum of payment for partially completed milestone shall be final.
- c. In case of delay in taking a decision for the Project by the Competent Authority or reasons beyond the control of Authority, the payment to the Consultant will be restricted up to the milestone for which work has been completed by the Consultant.
- d. The consultant is required to undertake the work incidental to the scope of work that may emerge during the Consultancy period but not specified in the Scope of Work. No additional payment will be made to the Consultant for the incidental work performed.
- e. The Consultant is required to deploy one official from the Professional Personnel in the Authority's headquarters during the peak period of Consultancy services in connection with Project. The requirement in this regard will be made known to the Consultant by the Authority.
- f. Authority may seek advice from the Consultant on various financial/legal and other matters during the selection process and post selection of Concessionaire(s) and the Consultant is required to advise the Authority in a time bound manner in the best interest of the Authority.

4.20 Scope not exhaustive: The Scope of Services specified in this Paragraph-4 are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project financially, prepare the Revenue Model and successfully complete the bid process for the Project.

5. ELIGIBILITY CRITERIA FOR SUBMISSION OF RFP

The eligibility criteria for submission of the RFP shall be as under:

- The Applicant must be an Empanelled Transaction Adviser for PPP Projects notified by the Department of Economic Affairs, Ministry of Finance vide Notification No. 2/3/2021-PPP dated 1st July 2022 or Transaction Advisors empaneled by DEA and valid as on the date of opening of the tender..
- Consortium/ Joint Venture are allowed between the empaneled Transaction

Advisers and the other Sub-consultants (expertise in the relevant domain as described in Chapter-3, Point No. 6). However, the Consortium / Joint Venture of empaneled Transaction Advisers is not allowed.

- The Applicant must be a legal entity under the Companies Act or a registered firm with a minimum experience of 5 (five) years in the relevant field of Transaction / Financial Advisory for Central / State Government Projects and/or PPP Projects.
- The Applicant must have successfully completed minimum 5 (five) assignments in PPP Transaction Advisory for any Central / State Government Projects in the sectors like sports, real estate, housing, industrial Park / Industrial Estates, water supply & sanitation (sewerage, drainage & solid waste), transport (like roads, airports, railways etc.), Social Infrastructure sectors including Health, Education, Tourism and Skill Development during the last fifteen (15) years having an estimated cost above Rs. 4000 Crore each from the last date of submission of bids.
- The Applicant must have a Minimum Average Turnover of Rs. 500 Crore in last three Financial Years viz. 2022-23, 2023-24, 2024-25.
- Applicants shall submit their responses as per Form-II of Appendix-I.
- The Applicant should not have been blacklisted by any Central / State Government Department / Public Sector Undertakings.

6. ELIGIBILITY FOR KEY PERSONNEL:

Each of the Key Personnel/Sub-Consultants must fulfill the Conditions of Eligibility specified below:

Sr. No.	Expert	Eligibility	Documentary evidence to be provided along with the CV
1	Team leader	MBA or higher degree in Management with minimum 12 years of experience in designing PPP Projects preferably which have got/ have been given in principle VGF approval.	Work Orders/Contracts/LoI/LoA/Completion Certificates/Certificate signed by Statutory Auditor or any other relevant document
2	Finance cum PPP Expert	MBA / CA / CFA or equivalent with minimum 8 years of experience on PPP projects preferably with VGF.	
3	Technical Expert	Civil engineer with minimum 8 years of experience on PPP projects and infrastructure projects	
4	Contract expert	Bachelor in Law / Masters in Law with minimum 10 years of experience on PPP projects.	
5	Architect-cum-Master Planner	Masters/ Bachelor in Architecture or Urban planning with experience in Sports infrastructure	

		having minimum 10 years of experience in designing/architecting the PPP projects.	
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Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements as and when required.

The Key Personnel/team proposed for technical qualification should be deployed for the work and must not change till the project is completed without approval of the Authority.

7. EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL (QCBS)

The entire evaluation of the Technical and Financial Proposals shall be undertaken by broadly following the Quality and Cost Based System (QCBS)

For the bidders qualifying the eligibility criteria, the Technical Score (TS) will consist of the marks allotted to following two components:

- Technical Presentation – Consisting of credentials, approach and methodology
- Team Personnel / Key Personnel – Marks allocated to individual CV's with additional Weightage for personnel(s) having experience of project which have received in principle approval for funding under VGF Scheme of DEA, GoI under sub scheme 1/2 notified in December 2020.

For the purpose of the technical and financial evaluation, the Authority shall be considering the following parameters:

Sr. No.	Parameter	Particulars
1.	Maximum Marks for Technical Presentation (M_T)	50
2.	Weightage to Technical Presentation (P_w)	60%
3.	Maximum marks for Key Personnel (M_K)	50
4.	Weightage to Key Personnel (K_w)	40%
5.	Combined Technical Score (S_T)	$M_T \times P_w + M_K \times K_w$
6.	Technical Weightage (T_w)	70%
7.	Financial Weightage (F_w)	30%
8.	Financial Score (S_F)	Fees quoted by the Bidder arrived at by a Relative Low-Cost Formula explained hereafter
9.	Total Evaluated Score (S)	$S_T \times T_w + S_F \times F_w$

7.1 Calculation of Marks for Technical Presentation (MT)

The Committee constituted by the Authority shall be giving the marks for technical presentation

wherein in weightage shall be given for similar project/ assignment in which execution/ appointment of concessionaire has been done. The broad breakup will be as under:

Sr. No	Description	Marks
1.	Technical Presentation and overall capability	25
2.	Proposed Work Plan for this Assignment	15
3.	Quality of Approach and Methodology	10
Total Maximum Marks		50

The Bidder shall submit the work plan indicating the schedule in Bar Chart format and approach to work. The Bidder shall submit the detailed methodology to be adopted for preparation of detailed project report / feasibility study and other relevant requisites to be covered as per the scope of work.

7.2 Calculation of Marks for Key Personnel (MK)

The Bidders would have to invariably attach Curriculum Vitae of all the Key Personnel to be deployed for the Assignment. If the Key Personnel proposed in the CV does not fulfill the minimum academic qualification, the overall score of his CV will be evaluated as zero.

The Committee constituted by the Authority shall be giving the marks against deployment of Key Personnel on the Assignment as under:

Key Personnel	Qualification Compliance	Professional Experience (beyond minimum)	VGF Project Experience (DEA, GoI)	Overall Cap (Maximum Marks)
Team Leader	5 marks if compliant; 0 if non-compliant	2 marks per completed year beyond 12 years, capped at 5 marks	2 marks per VGF-approved / funded project, capped at 6 marks	16
Finance-cum-PPP Expert	5 marks if compliant; 0 if non-compliant	1 mark per completed year beyond 8 years, capped at 4 marks	2 marks per VGF-approved / funded project, capped at 6 marks	15
Technical Expert	4 marks if compliant; 0 if non-compliant	1 mark per completed year beyond 8 years, capped at 3 marks	1 mark per VGF-approved / funded project, capped at 2 marks	9
Contract Expert	3 marks if compliant; 0 if non-compliant	1 mark per completed year beyond 10 years, capped at 2 marks	Not Applicable	5
Architect-cum-Master Planner	3 marks if compliant; 0 if non-compliant	2 mark per completed year beyond 10 years, capped at 2 mark	Not Applicable	5
Total Maximum Marks				50

7.3 Calculation of Financial Score (SF)

The Financial Score (S_F) shall be decided using the financial proposal submitted by the empanelled TA and will be calculated in the following manner:

- The lowest evaluated Financial Proposal (F_{min}) shall be given the maximum financial score (S_F) of 50.
- The financial scores (S_F) of all other Proposals shall be calculated as under:

$SF = 50 \times F_{min} / F$, in which “ S_F ” is the Financial Score, “ F_{min} ” is the lowest Price, and “ F ” the price of the proposal under consideration

7.4 Key Responsibilities for Key Personnel’s:

Sl. No.	Key Personnel	Roles and Responsibilities
i.	Team Leader	The Team Leader shall have overall responsibility for management, coordination, and execution of the Consultancy Services. He/She shall act as the single point of contact with the Authority and shall lead and supervise the multidisciplinary team deployed for the Assignment. The Team Leader shall not delegate his/her responsibilities without the prior written approval of the Authority. The Team Leader shall be responsible for: (a) overall planning, coordination, and timely execution of the Consultancy Services; (b) providing strategic guidance and problem-solving support and leading consultations with senior stakeholders and the Authority; and (c) ensuring that all deliverables and milestones are completed in a timely and satisfactory manner in accordance with the RFP and the Agreement. The Team Leader shall spend a minimum of 30 (thirty) person-days at the Project Site/Project Office.
ii.	Finance-cum-PPP Expert	The Finance-cum-PPP Expert shall be responsible for undertaking financial analysis and financial modelling, structuring the Project under the PPP framework, assessing project viability, and supporting the development of the commercial and risk allocation structure of the Project in accordance with applicable PPP guidelines and best practices. Finance cum PPP Expert shall spend a minimum of 30 (thirty) person-days at the Project Site/Project Office.
iii.	Technical Expert	The Technical Expert shall be responsible for providing technical inputs related to construction methodology for redevelopment of the Stadium, including phasing and sequencing of works, diversion and transition planning, and relocation of existing facilities. The Technical Expert shall ensure that the proposed construction methodology minimizes disruption to ongoing sporting activities and ensures continuity of operations during the redevelopment period. The Technical Expert shall spend a minimum of 30 (thirty) person-days at the Project Site/Project Office.
iv.	Contract Expert	The Contract Expert shall provide legal and contractual advisory services to the Authority during the transaction process, including drafting, vetting, and finalization of bidding and transaction documents such as the RFQ, RFP, and draft Concession Agreement, in accordance with the approved bidding strategy. He/She shall also advise the Authority on legal issues arising during transaction structuring and the bid process. The Contract Expert shall spend a minimum of 30 (thirty) person-days at the Project Site/Project Office.

v.	Architect-cum-Master Planner	The Architect-cum-Master Planner shall be responsible for preparation of the architectural designs and the master plan for the Project Site, including spatial planning, functional layouts, and integration with existing facilities. He/She shall ensure that the proposed designs are consistent with project objectives, statutory and regulatory requirements, and applicable standards. The Architect-cum-Master Planner shall spend a minimum of 30 (thirty) person-days at the Project Site/Project Office.
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8. DELIVERABLES

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 10 (ten) hard copies and 3 (three) soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

A. Inception Report & Quality Assurance Plan

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “**Inception Report**”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc.

B. Preliminary Report (PR) to cover Clauses 4.1 to 4.4 of Scope of Services

C. Infrastructure Development Report (IDR) to cover Clauses 4.5 and 4.6 of Scope of Services

D. Master Plan and Mandatory Capex Report (MCR)

This should be submitted in two parts. Part I should be Concept Plan for Stadium and Part II should be Redevelopment Plan of the surrounding land. While preparing the Master Plan, the Consultant shall integrate the recommendations contained in the Preliminary Report and Infrastructural Development Report.

The Master Plan should be submitted in two parts. Part I should be the Master Plan for the Stadium and Part II should be the Development Plan of the surrounding land. Part I shall include but not be limited to floor plans, ground plan, L-sections, cross-sections, sports facilities including stadium facade and understands, track & field, streetscape views and perspective views of the proposed sports facilities, commercial developments, circulating areas, landscaping etc. Part II shall include the General Arrangement Drawings, land use, relocations/reconstructions, road network and commercial developments etc. for the entire Project.

E. Project Feasibility Report (PFR)

The Project Feasibility report shall include the revised and updated Master Plan, Real

Estate Report, and Financial Analysis after incorporating observations of the Authority, an executive summary of relevant survey/study reports, site plans, drawings of traffic integration, plans at each floor level, sections and elevations, perspective plans, landscape design, street scape plan, land acquisition, structure relocation and R&R, costing, plans for property development, financial analysis, Environmental & Social impact Assessment, preliminary risk Analysis, sensitive structure study, phasing and construction planning.

F. Preparation of RFQ, RFP (or a single stage bid document) and Concession Agreement including schedules such as Manual for Standard & Specifications for the Concession Agreement

G. Assistance during Transaction Process till the execution of Concession Agreement

9. TIME AND PAYMENT SCHEDULE

9.1 The total duration for preparation of the reports and Bid Documents and the bidding process shall be 52 weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the draft Deliverables. The Consultant shall deploy the Key Personnel as per the deployment of Personnel proposed. The period for completing the Deliverables specified under Paragraphs 8A, 8B, 8C, 8D, 8E, 8F and 8G shall be 24 weeks. Deliverables under Paragraph- 8H may continue till the execution of the Concession Agreement.

9.2 The schedule for completing the Deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (the “**Key Deliverables**” or “**KD**”). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

Key Deliverables No.	Description of Deliverables	Week No.^{\$}	Payment
KD-1	Inception Report and Quality Assurance Plan	3	5%
KD-2	Preliminary Report (PR)	8	5%
KD-3	Infrastructure Development Report (IDR)	12	10%
KD-4	Master Plan & Mandatory Capex Report (MCR)	16	10%
KD-5	Draft Project Feasibility Report (PFR)	20	10%
KD-6	Final PFR and AUDR	22	10%

KD-7	Draft RFQ, RFP (or a single stage bid document) and Concession Agreement	24	10%
KD-8	Assistance in conducting the Bid Process	36	20%
KD-9	Completion of Services till execution of Concession Agreement	52	20%
	Cumulative on completion of services	52 weeks	100%

^s*Excludes the time taken by the Authority in providing its comments on the Deliverables specified under Paragraphs 8A, 8B, 8C, 8D, 8E, 8F and 8G. The Consultant shall get one week for submission of the final Deliverable after comments of the Authority are provided.*

- 9.3 20% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.

10. MEETINGS

- 10.1 The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and *per diem*, shall be reimbursed in accordance with the Financial Proposal contained in Form-1 and 1A of Appendix-II of the RFP. In the case of an outstation Personnel, the days required to be spent at the office of the Authority shall be computed at the rate of 8 (eight) man hours a day. For a Consultant having its office within or near the city where the Authority's office is situated, the time spent during meetings at the Authority's office shall be calculated as per actuals. No travel time shall be payable except in case of an expatriate Consultant who will be entitled to claim actual travel time, subject to a maximum of 10 (ten) man hours for a return journey.
- 10.2 The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority.

11. CONSULTANCY TEAM AND PROJECT OFFICE OF THE CONSULTANT

- 11.1 The Consultant shall form a team (the "**Consultancy Team**") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. The Key Personnel whose experience and responsibilities are described in this RFP would be considered for evaluation of the Technical Proposal. Other expertise as required for the Services to be rendered by the Consultant shall be included in the Team either through the Key Personnel or through other Professional Personnel, as necessary. However, for day-to-day coordination and management of the Team's work Consultant shall appoint a project manager (hereinafter called as Project Manager) who will be a senior Professional Personnel (either a civil engineer or an architect) from the Lead Firm with minimum 8-10 years of professional experience. Project Manager shall be responsible for the timely completion and submission of all Deliverables under this Contract and also for timely mobilization of Professional Personnel. Project Manager shall be deployed full time during the first 22 weeks of the Contract or till the submission of final PFR reports whichever is later. The CVs of the proposed Key Personnel shall reflect the relevant experience in the respective fields and shall contain information which best demonstrate the capabilities of the personnel to handle the job responsibilities given in the Data Sheet.
- 11.2 The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office.
- 11.3 The Consultant shall establish a Project Office at a suitable location in or near the city where the Authority's office is situated, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 24 weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 24 weeks.

12. REPORTING

- 12.1 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel. Such time reports shall be submitted to the Authority on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Consultant on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.
- 12.2 The Consultant will work closely with the Authority. The Authority may establish a Working Group (the "**WG**") headed by a project director to enable conduct of this assignment. The project director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions and ensuring required reactions and responses to the Consultant.
- 12.3 The Consultant may prepare Issue Papers highlighting issues that could become

critical for the timely completion of the Project and that require attention from the Authority.

- 12.4 The Consultant will make a presentation on the inception report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 12.5 Regular communication with the WG and the project director is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, and occasional meetings. The Deliverables will be submitted as per schedule provided in this RFP.
- 12.6 The Authority shall provide to the Consultant the following:
- Pre-Feasibility Report of the Project;
 - Access to the Data Room set-up for the Project

Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

13. COMPLETION OF SERVICES

- 13.1 All the deliverables shall be compiled, classified and submitted by the TA to the Authority in soft form. The documents comprising the deliverables shall remain the property of the Authority and shall not be used by the TA for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Assignment shall stand completed on acceptance by the Authority of all the Deliverables, as mandated under the work-order for the Assignment. Unless completed earlier, the Assignment shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the TA specifying in detail, the deficiencies in the services. The TA shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

14. PERFORMANCE GUARANTEE:

To ensure due performance of the contract, the successful bidder shall furnish a Performance Security in the form of a Unconditional Performance Bank Guarantee (PBG) or other acceptable instruments. The Performance Security shall be:

- **Amount:** Equivalent to five percent (5%) of the total contract value.

- **Forms Accepted:** Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee issued/confirmed by any commercial bank in India, or online payment in an acceptable form.
- **Joint Ventures (JV):** In case of a JV, the Performance Security shall be provided by all partners in proportion to their participation in the project.(Not Applicable, JV Not allowed)

Performance Security must be submitted within fourteen (14) days from the date of notification of award and shall remain valid for sixty (60) days beyond the completion of all contractual obligations.

In the event of breach of contract by the transaction advisor, the Performance Security shall be forfeited and credited to the SAI's account. Upon successful completion of all contractual obligations, the Performance Security shall be refunded to the agency without interest, no later than three hundred sixty-five (365) days from the completion of all contractual obligations.

15.0 Earnest Money (Security Deposit)

A Bidder is required to submit, along with its BID, an EMD (the "**BID Security**"), refundable not later than 30 (Thirty) days after letter of Intent to the the selected bidder, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have to submit EMD/Bid security online in following SAI Bank Account:

S. No.	Particulars	Details
1.	Name of Beneficiary	Secretary/Sports Authority of India
2.	Name of Bank	Union Bank of India
3.	Bank A/c No.	Account No: 108510100032325
4.	IFSC Code	UBIN0810851

- The bidder shall furnish Bid Security/EMD for an amount as shown in the bid document. The Bid Security is required to protect SAI against any non-compliance, misconduct, or withdrawal by the bidder. Failure to submit the Bid Security in the prescribed manner and within the stipulated timeline shall result in outright rejection of the bid, without any further consideration.
- The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid.
- The Bid Security/ EMD shall be furnished in one of the following forms:
 - Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque / Pay Order
 - Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Annexure V),
 - NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851 (Bidder has to upload challan/proof along with Bid one procurement portal).

- i. Valid Insurance Surety Bonds
- j. In case, submission of Bid Security in the form of a) to d) and f), following shall be ensured:
- k. A scanned copy of the document shall be uploaded on e-Procurement Portal while applying to the tender.
- l. The original document should be delivered to the official nominated as indicated in the tender document before closing date and time for submission of bids.
- m. Non submission of scanned copy of bid security document with the bid on e-tendering portal and/or non-submission of original bid security document within the specified period shall lead to summary rejection of bid. Further. No request on account of postal delay shall be entertained
- n. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Nationalized/Scheduled Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any Nationalized /Scheduled bank in India as per the format specified under Annexure V of the Bid Document.
- o. The Bid Security shall be valid for a period of Forty-Five (45) days beyond the validity period of the bid.
- p. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of SAI. Further, if a successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
- q. The EMD serves as a safeguard for SAI against any misconduct or non-compliance by the bidder. The Bid Security shall be forfeited without any further notice if the bidder withdraws, amends, revises, or modifies its bid in any manner within the bid validity period. It shall also be forfeited if the bidder submits false, misleading, forged, or incorrect information or documents, whether deliberately or due to negligence. Additionally, if the successful bidder fails to furnish the required Performance Security within the specified period or engages in fraudulent practices, misrepresentation, or attempts to unduly influence the bidding process at any stage, the Bid Security will be forfeited. Moreover, non-compliance with any conditions outlined in the tender document, as determined by SAI, shall also result in forfeiture of the EMD
- r. Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

SCHEDULE-1

AGREEMENT

FOR

Engagement of DEA Empanelled Transaction Advisor
for
Development of
Jawaharlal Nehru Stadium (JNS), New Delhi
through PPP
as
New Delhi Sports Hub

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AGREEMENT

Provision of Transaction Advisory Services

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20...., between, on the one hand, the [President of India acting through.....] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Transaction Adviser(hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
 - (b) “**Agreement**” means this Agreement, together with all the Annexes;
 - (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
 - (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**Government**” means the Government of India;
- (k) “**INR, ₹.**” means Indian Rupee;
- (l) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “**Sub-Consultant**” means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document

would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the

Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Secretary (SAI),
Sports Authority of India
Department of Sports
Ministry of Youth Affairs and Sports
JLN Stadium Complex, New Delhi-110003.
Phone: +91-011-_____
Email:

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....
.....
Tel:
Mobile:
Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 No breach of Agreement

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 Agreement insofar 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 Agreement.

2.7.2 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party

of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.3 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.4 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result

of arbitration proceedings pursuant to Clause 9 hereof;

- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (Forty Five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 here of for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annexure-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or anti-competitive practices (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the

Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the

Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- (f) “**Anti-competitive practice**” mean any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- (g) “**Obstructive practice**” materially impede the Authority’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority’s rights of audit or access to information;

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its

technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the

Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

- 3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel as are not listed in Form-2B of Appendix-I;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this

Agreement; or

- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

- 3.8.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.
- 3.8.2 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Parties shall hold each other harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of either Party to perform any of its duties or obligations.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and

materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Form-2B of Appendix-I of this Agreement. The estimate of Personnel costs and man-day's rates are specified in Form-2 of Appendix-II of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Form-2B of Appendix-I may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 30% (thirty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 25% (twenty five per cent). Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall

not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Form-2B of Appendix-I of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (Twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (Fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service set forth in Form-2B of Appendix-I. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Form-5 of Appendix-I of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Form-1A of Appendix-II of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.....), which does not include the Additional Costs specified in Form-1 of Appendix-II (the “**Additional Costs**”).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annexure-4 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage; and

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable by the Authority as from the Due Date on any amount due by, but not paid on or before, such Due Date.

- (c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60(sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten percent) of the Agreement Value (the "Performance Security"); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee or cash deposit.
- 7.1.2. Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause
- 7.1.3. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.4. The Consultant may, in lieu of retention of the amounts as referred to in

Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annexure 5 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (Zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Secretary (SAI), Sports Authority of India and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of

the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment]² shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of
Consultant:

For and on behalf of
Authority

(Signature)

(Name)

(Designation)

Secretary,
Sports Authority of India
Department of Sports
Ministry of Youth Affairs and
Sports

(Address)

SAI-HQ, JLN Stadium, New
Delhi

In the presence of:

1.

2.

Annexure-1
Terms of Reference
(Reproduce ToR of RFP)

Annexure-2
Deployment of Personnel
(Reproduce as per Form-4 of Appendix-I)

Annexure-3
Approved Sub-Consultant(s)
(Reproduce as per Form-5 of Appendix-I)

Annexure-4
Payment Schedule

Annexure-5

Bank Guarantee for Performance Security

To

The President of India
acting through
Secretary (SAI),
Sports Authority of India

An autonomous organization under aegis of Department of Sports, Ministry of Youth Affairs and Sports.

In consideration of acting on behalf of the [President of India/ of] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at ₹.....(Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹.....(Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹ (Rupees.....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹.(Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹..... crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 2025.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

APPENDICES

APPENDIX-I

Form-1

Letter of Award (LoA)
(To be issued by the Authority to the Successful Bidder)

[On the Letterhead of Sports Authority of India, Department of Sports, Ministry of Youth Affairs and Sports]

Date: Ref No:

To,
[Name of Successful Transaction Advisor]
[Address]

Subject: Appointment of Transaction Advisor for Development of Jawaharlal Nehru Stadium (JNS), Delhi through Public-Private Partnership (PPP) as New Delhi Sports Hub

Reference: Your proposal against RFP No. [Insert RFP No.] dated [Insert Date]

Sir/Madam,

Subsequent to the submission of your bid against the reference cited above and having been qualified in the selection of Transaction Advisor for the Development of Jawaharlal Nehru Stadium (JNS), Delhi, the approval of the competent authority is hereby conveyed through this Letter of Award (LoA) with a project fee of Rs. (Rupees) (inclusive of taxes).

The Letter of Award (LoA) is sent herewith in duplicate along with the copy of the Draft Contract Agreement. You are requested to return one copy of the LoA duly accepted and signed by the Authorized signatory within 07 (seven) days of the issue of this LoA.

The Performance Security of Rs. (Rupees) is to be submitted to the Sports Authority of India, Department of Sports, Ministry of Youth Affairs and Sports at JLN Stadium, New Delhi-110003 within 07 days of the issue of this LoA.

Furthermore, you shall execute the Contract Agreement confirming the acceptance to the Terms & Conditions of the RFP document. It may be further noted that until a formal contract agreement is executed, this LoA will constitute a binding contract between [Name of TA] and Department of Sports.

The scope of work, other terms and conditions as covered in the tender document as well as its subsequent amendments through corrigendum also form part of this LoA.

Yours Faithfully,

(Signature of Officer)
(Name of Officer)
(Designation)
Department of Sports
(Stamp & Seal)

LoA Accepted
(Signature of Authorised Signatory)
(Name of Authorised Signatory)
(Designation) (Name of Firm & Seal)

APPENDIX-I

Form-2

Eligible Assignments of Applicant

(To be submitted on the Letterhead of the Applicant)

(Date and Reference)

To,

The _____

Sports Authority of India,

Department of Sports, Ministry of Youth Affairs and Sports,

JLN Stadium, New Delhi-110003

Sub: Eligible Assignments for Technical Evaluation

S. No.	Particulars	Details
1.	Name of Applicant:	
2.	Category for which Eligible Assignment submitted:	Experience of undertaking PPP projects in Sector
3.	Name of the Project:	
4.	Type of Project:	
5.	Project Specifications:	
6.	Description of services performed by the Applicant firm:	
7.	Name of Client and Address:	
8.	Name, telephone no. of Client's representative:	
9.	Estimated Capital Cost of Project (in Rs. Crore or US\$ Million):	
10.	Payment received by the Applicant as professional fees (in Rs. Crore):	
11.	Start date of the services (month/year):	
12.	Finish date of the services (month/year):	
13.	Brief description of the Project:	

Notes:

1. Use a separate sheet for each Eligible Assignment.
2. In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement (i.e., Rs. 50 Lakhs / Rs. 10 Crores as applicable per criteria).

APPENDIX-I

Form-2A

Particulars of the Applicant

1	Name & Address of the Company for correspondence	
2	Name & Address of the Authorized Signatory/Person having Power of Attorney.	
3	Telephone, Mobile Number and e-mail address & address of the Company & the Authorized Person	
4	Legal Status of the Bidder: a) A Proprietary Firm b) A Partnership Firm c) A Limited Company d) A Consortium	
5	Date of Firm / Agency / Company Registration/Incorporation or Consortium Formation	
6	Bank Details of the Company	
7	GST Number	
8	PAN Number	

NOTE: - ALL THE PAGES OF THIS RFP DOCUMENT NEEDS TO BE SIGNED BY THE AUTHORIZED SIGNATORY OF THE APPLICANT / BIDDER WITH SEAL.

APPENDIX-I

Form-2B

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment	No. of Eligible Assignments
					Name of Firm	Employed Since
1.	Team Leader					
2.	Finance cum PPP Expert					
3.	Technical Expert					
4.	Contract Expert					
5.	Architect cum Master Planner					

APPENDIX-I

Form-3

Power of Attorney

Know all men by these presents, we,(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Transaction Services for theProject, proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the*

executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-4

Deployment of Personnel

S.No.	Designation	Name	Man Days (MD)	
			At Project site	Away from Project site (specify)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

APPENDIX-I

Form-5

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

APPENDIX-I

Form-6

Curriculum Vitae (CV) of Professional Personnel

Proposed Position:

Name of Personnel:

Date of Birth:

Nationality:

Educational Qualifications:

Employment Record: (Starting with present position, list in reverse order every employment held.)

[Year] – [Year]: [Employer], [Position]

List of projects on which the Personnel has worked:

Name of Project:.....

Description of responsibilities:

Certification:

a. I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.

b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and me.

(Signature and name of the Professional Personnel)

Place:

Date:

(Signature and name of the authorised signatory of the Applicant) Seal of Firm

Notes:

- Use a separate form for each Key Personnel.
- Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm.

APPENDIX-II

Form-1

Financial Proposal Letter

(To be submitted on Applicant's letterhead)

(Date and Reference)

To,
The Secretary (SAI),
Sports Authority of India (SAI)
Department of Sports,
Ministry of Youth Affairs and Sports,
JLN Stadium, New Delhi-110003

Subject: Appointment of Consultant for Transaction Advisory Services for Development of Jawaharlal Nehru Stadium (JNS), Delhi through PPP.

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Transaction Advisory Services for the project mentioned above.

I/We agree that this offer shall remain valid for a period of [Insert Validity Period, e.g., 120 days] from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name of Firm & Seal)

APPENDIX-II

Form-1A

Financial Proposal

Item No.	Description	Amount in (₹)
I	TOTAL COST OF THE CONSULTANCY (excluding GST) In Indian Rupees (in figures) (in words)
	GST	
	TOTAL COST OF THE CONSULTANCY (including GST) In Indian Rupees (in figures) (in words)

Note:

1. The financial evaluation shall be based on the above Financial Proposal.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

(Signature, name and Designation of the Authorized Signatory Name of Firm):

Address:

APPENDIX-II

Form-2

Estimate of Personnel Costs

ID No.	Position	Name	Manday Rate in (₹)	Total Man Days	Amount in (₹)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					
Total					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					
Total:					

APPENDIX-II

Form-3

Completion Certificate

(Format for Certificate to be issued by Authority upon completion of work - for reference)

[Letter Head of Department of Sports]

Date: DD/MM/YYYY

This is to inform that <Name of Transaction Advisor> has assisted the Department of Sports to provide Transaction Advisory Services for Development of Jawaharlal Nehru Stadium (JNS), Delhi. The assignment was for a period of <number of months> starting w.e.f <Start Date>.

S. No.	References	Project Details
1	RFP Reference	[Insert RFP No.]
2	Project Title	Development of Jawaharlal Nehru Stadium (JNS), Delhi
3	Location	New Delhi
4	Scope of Work	[Brief Description]
5	Fee (including taxes)	[Amount]
6	Engagement Period	From: [Date] To: [Date]
7	Current Status	[Completed/Ongoing]

The scope of work assigned to <Name of Transaction Advisor> was as follows:

1. _____
2. _____
3. _____
4. _____
5. _____

S.No.	Milestones	Completion Remarks
1.		
2.		
3.		
4.		
5.		

<Name of Transaction Advisor> performance has been found to be satisfactory with respect to services provided in relation to the above-listed scope under this assignment.

(Signature of Officer)
(Name of Officer)
(Designation)
(Stamp & Seal)

APPENDIX-II
Form-4
Feedback Form

(Survey on Performance of Transaction Advisors - To be uploaded on DEA's portal by Authority)

1. Transaction Advisor Details:

Name of Organization:

Name of Key Person:

Role:

Contact (Tele/E-mail/FAX):

2. Engagement Details:

RFP Reference:

Client Name: Department of Sports

Contract Title: Development of JNS, New Delhi

Period of Engagement: From: To:

Description of Services: Transaction Advisory

Engagement Fee:

3. Performance Rating: (Please tick as applicable)

Aspects of Engagement	Exceptional	Satisfactory	Needs Improvement	Justification
Project Management				
(a) Approach to assignment				
(b) Responsiveness to client's needs				
(c) Effectiveness with in-house team				
(d) Adherence to deadlines				
Technical Skills				
(a) Requisite knowledge & skills				
(b) Communication & reporting				
(c) Ability to identify issues				
(d) Responsiveness				
Deliverables				
(a) Quality of work product				
(b) Relevance of recommendations				

Overall Rating: [] Exceptional [] Satisfactory [] Needs Improvement

Additional inputs/comments:

(Signature of Officer) (Name of Officer) (Designation) (Stamp & Seal)