

**‘REQUEST FOR PROPOSAL’**  
**(RFP)**  
**FOR**  
***GAMES LOOK PROVIDER***

**OC**

**COMMONWEALTH GAMES DELHI 2010**  
***(OC CWG DELHI 2010)***

**Date of Issue**

**30<sup>th</sup> June 2010**

**Last Date of Submission of Bids**

**14<sup>th</sup> July 2010**

***The Organizing Committee, Commonwealth Games,  
2010 Delhi***

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# **INVITATION OF BIDS FOR**

## **(Games Look Provider)**

The Organizing Committee, Commonwealth Games, 2010 Delhi (“OC”) invites bids for Games Look Provider, to provide goods/professional services (including printing, finishing, installation, fabrication & civil work, maintenance, de-installation and disposal of all branding elements) for conduct of Commonwealth Games 2010 Delhi.

Those interested may submit their sealed offers, [Pre qualification, Technical & Commercial] for Games Look Provider by 1400 hours IST on or before 14<sup>th</sup> July, 2010. Prospective Bidders may please visit website [www.cwgdelhi2010.org](http://www.cwgdelhi2010.org) for downloading this RFP and for any updates/ modifications/alterations/changes made in the RFP document.

The responsibility to ensure timely receipt of tenders by the office of “OC” shall be solely that of the Bidder. Late bids (received beyond the stipulated time and date) would not be considered but returned unopened to the Bidders. Complete name and address of the Bidders along with the tender documents, fax no. and e-mail address may be indicated on the covering envelope.

The Pre-Qualification bids shall be opened by a designated Committee on 1600hrs on 14<sup>th</sup> July 2010.

The date of opening of the Technical Bids and the Commercial Bids shall be intimated after the Pre-Qualification evaluation is over and the technical and commercial bids are accepted.

**Offers are to be submitted to the under mentioned  
ADG (Image & Look)  
3<sup>rd</sup> Floor, Organizing Committee,  
Commonwealth Games 2010 Delhi  
New Delhi City Centre Phase II,  
Jai Singh Road, opposite Jantar Mantar,  
New Delhi-110001  
E-Mail: [image\\_look@cwgdeldhi2010.org](mailto:image_look@cwgdeldhi2010.org)**

## TERMS OF REFERENCE FOR GAMES LOOK PROVIDER

### **1. OBJECTIVE**

The Organizing Committee, Commonwealth Games, 2010 Delhi (“OC”) is responsible for organizing and conducting the Commonwealth Games 2010 in Delhi from 03<sup>rd</sup> October 2010 to 14<sup>th</sup> October 2010. Through this RFP, we are inviting offers for empanelment of Games look Provider who will provide the OC services like printing, finishing, fabrication, delivery, installation, maintenance, de-installation and disposal of material. Through this RFP, which may be downloaded from the website of the “OC” [www.cwgdelhi2010.org](http://www.cwgdelhi2010.org) bids are invited from well versed suppliers in accordance to the eligibility criteria & other conditions mentioned in this RFP.

### **2. INTRODUCTION AND BACKGROUND OF THE PROJECT**

The Commonwealth is an association of independent sovereign states spread over every continent and ocean. From Africa to Asia, the Pacific shores to the Caribbean, the Commonwealth’s 2 billion people make up 30% of the world’s population and are of many faiths, cultures and languages. The Commonwealth Games Federation (CGF), the organization responsible for the Commonwealth Games, states in its mission, that the Commonwealth Games is held to promote a unique, friendly world class Games and to develop sport for the benefit of the people, the nations and the territories of the Commonwealth and thereby strengthen the Commonwealth. Held for the first time in 1930 in Hamilton, Canada the Commonwealth Games saw 11 countries and 400 athletes participating in 6 sports and 59 events. Since the Hamilton Games, the Games have been conducted every four years. In the last seven decades, 18 Games have been held across the globe and it is in 2010, that Delhi will join this elite set of world cities as a host to the Commonwealth Games. The Commonwealth Games to be held in Delhi in 2010 are set to be the largest international multi-sporting event to be held in India since the 1982 Asian Games. The Games will be held over a period of 12 days from 3<sup>rd</sup> October to 14<sup>th</sup> October 2010 and will see participation of over 8,000 athletes and Technical Delegates from 71 Commonwealth Games Associations.

Commonwealth Games Delhi 2010 will have 17 sports which include hockey, netball, rugby 7’s, shooting, aquatics, boxing, wrestling, tennis, table

tennis, badminton, squash, athletics, lawn bowls, weightlifting, cycling, archery and gymnastics. In addition, Elite Athletes with Disability (EAD) events will be incorporated into the sports programme for Athletics, Aquatics, Table Tennis and Weightlifting (Power lifting) sports. The Games will also witness crowd pulling extravaganzas in the form of the Opening and Closing ceremonies and the Queen's Baton Relay. The competition events will be held across 23 Competition, 32 Training & 7 Non- Competition Venues located within the National Capital Territory of Delhi. Some of these are Jawaharlal Nehru Stadium Complex, Talkatora Stadium, Siri Fort Complex, Yamuna Sports Complex, Delhi University, Major Dhyan Chand National Stadium and other multi-sport and sport-specific venues.

The Commonwealth Games Organizing Committee has been authorized for undertaking all projects and activities necessary for the successful execution of the Games in 2010 at Delhi. Provision of look and temporary fitments associated with the look program at the various Games competition venues, non-competition venues, training venues and the city of Delhi are one of the most important activities towards this.

### **3. INTERPRETATION**

**“Agreement”** means the agreement and its schedules for the provision of Services and Production to be entered into between Delhi 2010 and the successful agencies as set out in Form of Contract of this RFP and any subsequent authorized amendments.

**“Bidder”** means a bidder to this RFP.

**“Delhi 2010”** means Organising Committee, Commonwealth Games 2010 Delhi. (OC CWG 2010 Delhi)

**“Games”** means XIX Commonwealth Games to be held in Delhi, India from 03<sup>rd</sup> to 14<sup>th</sup> October 2010 and includes without limitation all cultural and lead in events such as the Queen's Baton Relay and the Cultural Program.

**“Last Date of Submission”** means the time and date by which RFP can be submitted by the Bidders.

**“Look”** is the Visual Identity of the XIX Commonwealth Games. It defines how the games will be represented globally and how the brand manifests in the minds of the people. It is a unique combination of design elements and graphic layers to create a vibrant brand that generates excitement and anticipation for the games, culminating into a dynamic and energetic visual representation. Its objective is to create brand awareness, recognition and recall value. It captures the youthful, vibrant and celebratory spirit of the Games.

**“Cluster”** means consists of line items which have been clearly defined as per each BOQ sheet containing quantities, material specifications etc. Cluster is a package for which commercial bids will be received.

**“Marks”** means such of the Delhi 2010 logo, Commonwealth Games logo, Commonwealth Games mascot, Indian Commonwealth Games Team logo and Indian Commonwealth Games Team mascot, the Queens Baton Relay Mark, and other registered or unregistered trademarks connoting the Games or Commonwealth Games Bodies.

**“RFP”** means this invitation and the RFP Documents issued by Delhi 2010 to each Bidder to submit a Bid in accordance with these RFP Conditions.

**“RFP Conditions”** means the terms and conditions that govern the RFP process.

**“RFP Documents”** means the following documents, and any amendments, provided to the Bidders by Delhi 2010:

- RFP cover letter;
- RFP Conditions;
- Scope of Works;
- Annexures;
- Agreement; and
- Any annexure of the above documents and any other documents required to be submitted by the Bidder pursuant to this RFP.

**“Proposal”** means a proposal by the Bidder in response to the RFP and any subsequent clarifications.

**“Services and Production”** means the delivery of the goods and services to be provided to Delhi 2010 as set out in the Scope of Works.

**“Bill of Quantities” (BOQ)** means a document which contains the detailed requirement for material and quantities required to undertake all work as per this RFP and to enable a contractor to price the work for which he or she is bidding.

**“Scope of Work”** means the document that sets out the background information on Delhi 2010, the purpose of the RFP and describes in detail the Services (to be provided to Delhi 2010 by the successful Bidder/ bidders). BOQ’s are attached in detail as per each cluster in Annexure-2

- i. Printing:** Printing would contain not only providing print but also printing the design on the media. medium which is specified in the BOQ. If the need arises stocking and warehousing of the prints depending on the changing requirements will have to be catered for by the Games look provider i.e. existing warehousing capability with the vendor, where he can store the prints required.
- ii. Finishing:** Apart from the printing of the material the Games look provider is also responsible for the final appearance/ look of the printed material which may or may not include sewing, loops, hooks, seeming, stitching, etc.
- iii. Fabrication & Civil work:** The Games look provider may be required to fabricate structures as per the requirements of Delhi 2010 for a particular location. The scope of fabrication may or may not be limited to making steel structures, display units, standees or any other form of customized fabrication. Scope of civil work incidental to installation will also be the responsibility of the Games look provider as per details given in the BOQ.
- iv. Installation:** Installation of items as mentioned above along with the printed material on a location within the given time frame mutually agreed between the bidder/ bidders and Delhi 2010. The agency/ agencies will also be responsible for the following processes which will ensure smooth and timely flow of the material and installation:
  - a. Material handling,
  - b. Delivery processes,
  - c. Challans receipts,

- d. Transportation and any other requirements will be the sole responsibility of the bidder.

The agency will accommodate any location based limitations that may arise e.g. no drilling in the wall, so alternatives should be suggested and implemented accordingly by the Games look provider.

- v. **Completion Period:** Completion period is the time frame to be elaborated as mutually agreed between the bidder/bidders and Delhi 2010.
- vi. **Maintenance:** The structures that will be put up during the period, mutually agreed between Delhi 2010 and the Games look provider, will be maintained by the Games look provider. **“Any kind of repair or replacement for wear and tear, maintenance and cleaning of the site during the mutually agreed period –will be undertaken by the Games look provider as they will be solely responsible for it and this would be done at no extra cost.”** Management of the location of the structure and any repair/replacement will be undertaken by the Games look provider within 24 hours of any damage that may take place.
- vii. **De-installation:** It includes after the completion of the event, de-installation, and transportation of the material. The material is on rent and the Games look provider is responsible for its reinstallation and restoring the surface to its original state
- viii. **Disposal:** The material is on rent and the disposal of the same is the responsibility of the Games look provider.

## 4. SCOPE OF WORK

### 4.1. Introduction

The Look Provider will be required to undertake work as per the Scope of Works (SOW) in accordance with agreement as Turnkey Project. The Look Provider will be required to provide all management, labour, equipment and consumables required for successful supply, Printing, installation, testing, commissioning, maintenance, operation, dismantling and removal of the Look

equipments and any other work required to ensure successful functioning of the entire Look Of Games.

While OC has prepared this detailed SOW to the best of its ability, Respondents are encouraged to provide proposals based on their proven, innovative solutions. OC reserves the right to accept or reject any proposal. However, the responses shall be evaluated based only on the relevant forms provided.

#### **4.2. Objectives**

##### **The Mission and Key Objectives of the Project are for the Look Provider:**

- To work in partnership with the OC in order to maximise benefits from Sponsorship and other Supplier support;
- To comply with all local and State Government regulations and by-laws including electrical and fire safety regulations, other statutory requirements and building by-laws;
- To ensure the objectives of Reduce, Reuse and Recycle are achieved wherever possible;
- To provide Look that are consistent with requirements of major international sports events;
- To provide Look in the most efficient and time bound manner for the successful completion of the Commonwealth Games Delhi 2010;
- To give the market visibility and an understanding of OC requirements, as per the SOW;

##### **The Mission and Key Objectives of the OC are to:**

- Ensure all prospective suppliers are given the same information;
- Deal with all Games Look Providers and other contractors in a fair and transparent manner;
- Identify prospective partner(s) who are capable of providing the full extent of Look requirement of the highest quality;
- Encourage innovative submissions that are at the forefront of current designs and specifications of items in the SOW.

**The scope of work for Look and Image (defined in Technical Specifications as per Annexure-1) includes:**

- Printing, Finishing, Fabrication & Civil Work, Installation, Completion Period, Maintenance, De-Installation and Disposal (for interpretation refer to Clause-3)
- Scoping and measurements of all venues in the cluster;
- Inventory management system required preferably online;
- Design adaptation and size alteration capabilities on Adobe Illustrator CS3;
- Design and documentation of Looks that are fit for purpose;
- Run test prints and obtain approvals from OC all the prints and substrates that will be used for the execution;
- Supply and installation of structures and associated equipment specified in the Schedule of Quantities;
- Delivery at points of installation with all the required equipments and accessories;
- Providing sufficient manpower at place of requirement to complete the job in the given timelines;
- Commissioning & maintenance of the installations to the satisfaction of OC;
- Decommissioning and rendering safe for removal of all installed Looks on Structures;
- Removal of the above from Venues and City of Delhi cleaning and reinstatement of venue affected by works above

**4.3. *The Look Provider shall bear all and any cost associated with the aforementioned scope including but not limited to:***

- All Preliminary Overheads, profits and expenses (including all photocopying and drawing supply);
- Replacement of any damaged installation.
- Overtime, Penalty rates, Site allowances and permit rates.
- Shipping charges;
- Mobilization and repatriation of staff;
- Management and administrative costs;
- Rental of local equipment and store / yard;
- Material Handling Charges;
- Transportation Charges;

- Labour / Specialised and Trained Manpower Charges;
- Local material transfer charges;
- Accommodation charges.
- Costs of Hardware/ structure or equipment used for installation / maintenance and deinstallation.

## **WAREHOUSING**

For the majority of the Clusters, the warehousing space at the Logistics compound will be very limited due to space constraints. It is therefore the requirement that Games Look Provider cater to the storage of the material at his warehouse. Apart from this the requirements for material for replacements/ installations will be on need basis and will be required urgently. For this purpose the warehouse setup should be made available in Delhi/ NCR.

Games look provider's vehicles will be provided entry within the venue on the basis of the Master Delivery schedule (MDS) which will be applicable throughout the entire venues. Image & Look Games look provider will bring in the material according to the off hours mentioned in the Master Delivery Schedule. The responsibility of the material fixation and installation will be done by the accredited personnel / labours of the games look provider. As there will be an official logistics agency handling the warehousing and handling of OC material at Pragati Maidan, Main Logistics Centre at Hall no.2, 3, 4&5. The Games look provider has to bear any and all charges that will be levied at the warehouse for the material stored there at no extra cost to OC. The cost will be inclusive of warehousing and handling charges. This cost will be levied only if the material is kept at the OC warehouse. The cost can be finalized after a meeting between OC (I&L and logistics), the Logistics Provider and the Games look provider.

The Scope of Works shall include all labour, materials, plant and equipment necessary to carry out the above and any other work that may be required to ensure successful functioning of entire Look. Notwithstanding the list of inclusions, the Look Provider shall include any work which, in its experience, is necessary for a major international sporting event such as the Commonwealth Games except those elements identified elsewhere in this document.

The contract being on turnkey basis, the rates given in schedule of rates shall include all costs, expenses, and charges, inputs etc. required for supply installation, commissioning, maintenance and removal after the end of

games. Nothing extra on any account, whatsoever, over and above the rates, will be payable.

#### **4.4. Quality**

The respondents are required to provide the Games Look Items of same or better quality than that provided in the Technical Specification as attached in Annexure-1. The Look Provider shall for all the items adhere to the best quality, brands and latest International Standards and as per the approved samples. The items should have relevant standards certifications, wherever applicable.

In case the quality of the respondents is found to be below par, they shall be rejected and their performance security may be forfeited at the discretion of OC.

#### **4.5. Advance Samples**

The Look supplier shall be required to submit and / or put samples of required Look Items and materials during their technical bids and at any stage at the location to be specified by OC for the approval of OC. These samples shall be of the same or better quality as specified in the Technical specifications attached in Annexure-1.

Any discrepancy found in the samples to be rectified to the satisfaction of OC within time specified of installation. After inspection of the samples, OC shall approve the samples and the Image and Look supplier shall be required to adhere to that or better quality / standards thereafter.

## **5. BRIEF DESCRIPTION OF THE BIDDING PROCESS**

The bidding process (the “**Bidding Process**”) will be carried out in three Stages. In the first stage respondents will submit the **pre-Qualification Bids** {supported with the stipulated Bid Processing Fees, EMD and any stipulated documents as mentioned in the RFP}. Pre-Qualification bid will be evaluated in terms of eligibility criteria as laid down in this RFP.

Following the process of pre-qualification if any, a short-list of Bidders who are found to meet the ‘Pre – Qualification (PQ)’ criteria shall be prepared and the **Technical Bids** {supported with all the stipulated documents as mentioned in the RFP} of only the said short-listed bidders shall be opened for further evaluation.

The **Technical Bid** will require each Respondent to demonstrate its technical capability by meeting all the criteria as laid down in the Technical Criteria's in this RFP. Delhi 2010 reserves the right to verify all the information provided in lieu of the mentioned criteria.

OC reserves the right to alter or abandon the procurement process at any stage, without assigning any reason, whatsoever.

## 6. CLARIFICATION ON REQUEST FOR PROPOSAL

The Respondents may request for clarifications on the RFP document. Any such requests should be directed in the format given below to the following e-mail address before **1700 hrs on July 8<sup>th</sup>, 2010**. Queries received after this date shall not be entertained at all.

**E-mail: [image\\_look@cwgdeldhi2010.org](mailto:image_look@cwgdeldhi2010.org)**

S.No.	Clause Reference	Sub Clause no.	Query

The responses to queries raised by Respondents shall be published on the official website of the Organising Committee subsequently. No separate clarification will be given.

## 7 INFORMATION DISCLAIMER

7.1 All information in relation to this RFP provided by OC, whether in the RFP documents or not, is provided in good faith to assist Respondents to assess and respond to the RFP. OC takes no responsibility for representations or warranties regarding the accuracy or completeness of the information.

7.2 The Respondent acknowledges that OC is not liable for any loss, damage or expense suffered by a Respondent as a result of any inaccuracy or inadequacy in any information it provides to the Respondent or any reliance on such information by the Respondent.

7.3 OC and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions which may be contained in this

document or the Annexures, data materials, or documents disclosed or otherwise provided to the Respondent pursuant to this RFP.

7.4 Respondent shall conduct its own independent investigations and interpretations and shall not rely on OC with respect to information, advice or documentation provided by OC.

## 8 DETAILED ACTION PLAN

Detailed Action Plan shall be submitted by the Games Look Provider within one week of award of Letter of Intent.

## 9 SCHEDULE FOR BIDDING PROCESS

a) **Addressee and Address at which Bids are to be submitted :**

ADG (Image & look)  
Organising Committee Commonwealth Games Delhi 2010  
3rd Floor, New Delhi City Centre - Tower II,  
Opposite Jantar Mantar, Jai Singh Road,  
New Delhi – 110 001

b) **Important Dates :**

The following table provides information regarding the important dates of the Bid Process for the Project:

Activity	Date
Date of Issue of RFP	1500 hrs on June 30th, 2010
Last Date for Queries	1700 hrs on 8 <sup>th</sup> July, 2010
Date of Receipt of bids	1400 hrs On 14 <sup>th</sup> July, 2010

**Date till which the response to the tender should be valid is 90 days from the last date of submission of bids**

c) **Period from which services has to commence:**

Services/ Project should commence within 7 (Seven) working days from the date of issue of Letter of Intent to the Games Look Provider. Detailed action plan to be submitted by the successful respondent within one week of award of Letter of Intent.

OC shall not be responsible for non-receipt / non-delivery of the Bids due to any reason whatsoever. However, the respondent shall make all efforts to dispatch their Bid through reliable courier or arrange to deliver to the designated official.

## **10. RECEIPT OF TENDERS**

**10.1.** The location of the Tender Box will be at Image & Look FA where the bidder will submit his bid for the Games look Provider. The bid is to be addressed to the ADG, Image & Look of the Delhi 2010 for receipt of the tenders till the scheduled date and time which has been indicated in the RFP.

**10.2.** The following conditions are also included:

(a) **Late Bids: It shall be responsibility of the bidders to ensure that bids reach the Delhi 2010 by the due date and time. Late quotes shall be rejected.**

(b) **Modification and Withdrawal of Bids** The bidder may modify or withdraw his bid after submission provided that the written notice for modification or withdrawal is received by the Buyer **prior** to the deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. Further, no post-bid clarification at the initiative of the Bidder shall be entertained.

**10.3.** All the under-mentioned documents shall be submitted together at one stage but placed in separate sealed envelopes with the contents clearly indicated thereon. All bids shall be placed in a sealed covering envelope, clearly indicating the subject of the tender, reference no. along with date and time of tender opening.

- **Separate sealed envelopes shall be marked as under :**

(i) **Envelope ‘A’ : Pre- Qualification (PQ) Bid**

- (ii) **Envelope ‘B’** : Technical Bid
- (iii) **Envelope ‘C’** : Commercial Bid along with Information Diskettes for commercial bids for “Games Look Provider”  
One soft copy of the Commercial bid in PDF and Microsoft Excel format (and also in Microsoft Word 6 format for the Commercial Bid) be furnished.  
Where necessary, the PDF files must clearly bear the signatures of the authorized representative of Games Look Provider as contained in the Documents /information submitted.
- (iv) **Envelope ‘D’**: The EMD as well as ‘Bid Processing Fees’ in the stipulated instruments.

**10.4.** The bids have to duly signed and stamped

The Pre-Qualification Bid, Technical Bid and Commercial Bid should be complete in all respects and should be bound as volumes separately. Each page of the Bid documents should be numbered, signed by the authorized signatory (the “**Authorized Signatory**”) of the Respondent and stamped on each page and appropriately flagged and contain the list of contents with page numbers. All the corrections should be signed by the Authorized Signatory. The deficiency in documentation may result in the rejection of the Bid. The Respondent should furnish complete information as they may not get the opportunity to furnish additional information at a later date.

**10.5.** Lodgement of Bids

Bids must be lodged in the tender box at the following address at any time on or before **1400 hrs On 14<sup>th</sup> July, 2010**. Lodgement is eligible either by hand delivery or post marked to the attention of:

**Attention:**

**ADG (Image & look)  
Organising Committee  
Commonwealth Games 2010 Delhi  
3rd Floor, New Delhi City Centre – Tower-II  
Opposite Jantar Mantar, Jai Singh Road,  
New Delhi – 110 001**

**Submissions by facsimile or email will not be accepted as responsive.  
However, OC shall not be responsible for any postal delays.**

## **11. LOCAL CONDITIONS**

### ***11.1. Acquaintance with Local Site Conditions***

It will be incumbent upon each Respondent to fully acquaint himself with the local site conditions and factors, which would have any effect on the performance of the contract and / or the cost.

### ***11.2. Acquaintance with Local Legal Conditions***

It will be imperative for each Respondent to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the Contract as described in the Bidding documents. OC shall not entertain any request for clarification from the Respondent regarding such legal conditions.

### ***11.3. Acquaintance with Any Other Factors***

It is the responsibility of the Respondent that all factors have properly been investigated and considered by it while submitting the Bid and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP documents will be entertained by OC and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by OC on account of failure of the Respondent to apprise themselves of local laws / conditions.

## **12. LANGUAGE OF BIDS**

The Bids prepared by the Respondent and all correspondence and documents relating to the bids exchanged by the Bidder and the OC, shall be written in the English language.

## **13. PUBLIC ANNOUNCEMENTS**

The Respondent must not make any public announcements (the “**Public Announcements**”) in relation to this RFP or any matters relating to it unless it first obtains written consent from OC. If the Respondent makes any Public Announcement at any time without the prior written consent of OC, OC reserves the right to reject the Respondent’s bid without notice, whether or not the Respondent has been advised it is successful or unsuccessful. OC reserves its right to pursue all remedies available to it the fullest extent of the law.

## 14. DELHI 2010 LOGO USAGE

Respondents are not permitted to use or reproduce any logo related to Commonwealth Games Delhi 2010 & Organising Committee in their Bid submission.

## 15. CONSORTIUM RELATED CONDITIONS

- 15.1 A Respondent may apply against the RFP as individual, a company or as a consortium of companies (the “**Consortium**”).
- 15.2 A Consortium shall be led by the lead member (the “**Lead Member**”) on whose annual turnover the Consortium will be short listed in the Technical Evaluation. The lead member will have to meet each of the following eligibility criteria 16.1, 16.3 and 16.4. Criteria 16.2 of the eligibility criteria may be met by either the lead member or any other member of the Consortium. All the members of the Consortium (the “**Member(s)**”) and external experts would be required to submit Letter of Association / Memorandum of Understanding with the “Lead Member” pertaining to the Scope of Work as mentioned in this RFP in clause 4.
- 15.3 The Lead Member will also have to meet technical criteria 19.7 as may be applicable.
- 15.4 A Member cannot be part of any other consortium participating in the Bidding Process.
- 15.5 It shall be the responsibility of the Lead Member to execute the work as per the terms of this RFP, the Lead Member indemnifies Delhi 2010 with respect to the conduct of all members including itself. The Contract shall be executed by the Lead Member on behalf of the Consortium. The name of the Lead Member shall be indicated clearly while responding to the RFP. All correspondence and notice shall be sent to the Lead member and will be deemed to have been served upon all members.
- 15.6 The registration of the Joint Venture / Consortium firm should be completed on or before 10<sup>th</sup> July 2010.

## 16. PRE- QUALIFICATION (PQ) BID

The Bidder must satisfy **each** of the qualifying clauses indicated in the PQ Bid, as specified for Games look Provider with supporting documents.

The eligibility criteria are given in the table below:

## ELIGIBILITY CRITERIA

S. No.	Parameter	Supporting Documents
<b>16.1</b>	The bidder should have been in the business of providing services like printing, finishing, fabrication, installation, maintenance, de-installation and disposal of similar material as mentioned in the Technical Specifications (as attached in Annexure-1) for at least last 5 years	<ul style="list-style-type: none"> <li>▪ Certificate of commencement of business, Certificate of Incorporation / Articles of Association/ Memorandum of association along with the amendments</li> <li>▪ VAT/ Service tax registration in case of a partnership/proprietorship firm.</li> </ul>
<b>16.2</b>	The bidder should have a print or workshop or factory setup in Delhi/ National Capital Region of Delhi	<ul style="list-style-type: none"> <li>▪ Self attested copy of address proof i.e. electricity bill, Ownership Proof or Registered lease deed etc.</li> <li>▪ Certificate of factory license/certificate from pollution Control Board.</li> </ul>
<b>16.3</b>	The bidder should have an annual turnover of at least INR 4,00,00,000/- (INR Four crores) in each of the last 3 Financial Years (FY 08-09, FY 07-08, FY 06-07) with respect to the scope of work as mentioned in this RFP (Clause-4, Scope of Work)	<ul style="list-style-type: none"> <li>▪ Undertaking, duly signed by authorized signatory, to this effect and copy of audited Balance Sheet and Profit and Loss statement for last 3 financial years. i.e., FY 08-09, FY 07-08, FY 06-07.</li> <li>▪ Service tax certificate / VAT certificate</li> <li>▪ The bidder should file supporting documents showing the turnover with respect to the Scope of work as mentioned in this RFP (Clause-4) and duly attested by a Chartered Accountant.</li> </ul>
<b>16.4</b>	The bidder should have executed a minimum of 01 work order of minimum value of INR 50 Lakhs of similar work as given in the scope of work (Clause-4) in the last 05 years	<ul style="list-style-type: none"> <li>▪ Copy of 01 Work order of minimum value of INR 50 Lakhs duly signed by authorized signatory</li> <li>▪ Photographic proof of work orders submitted.</li> </ul>

## **17. BID PROCESSING FEES**

In order that the received bids are considered to be “responsive”, Bidders should furnish, along with the bids, ‘Processing Fees’ of INR 25,000/- in the form of an Account Payee Banker’s Cheque/Demand Draft payable at par in New Delhi in favour of the “Organising Committee Commonwealth Games, 2010 Delhi. This would not be refundable.

## **18. EARNEST MONEY DEPOSIT**

### **18.1. Value of EMD**

The Respondent shall furnish, as part of the Proposal, an **Earnest Money Deposit (EMD)**. The value of EMD shall be **INR 15,00,000/- (Fifteen lacs only)** Valid for **45 days** beyond the date of validity of bids.

### **18.2. Mode of EMD**

The EMD shall be in INR and shall be in the form of Demand Draft payable at par in New Delhi in favour of the “Organising Committee Commonwealth Games, 2010 Delhi “or in the form of a Bank Guarantee. The format for Bank Guarantee is enclosed **Form 1 of this RFP**. No interest will be paid on EMD.

### **18.3. Refund of EMD**

The earnest money of unsuccessful Respondent shall be refunded after final award of contract. EMD of the successful Respondent will be released after the Respondent signs the final agreement and furnishes the Performance Security in accordance with the conditions of RFP later.

### **18.4. Forfeiture of EMD**

The Earnest Money Deposit will be forfeited on account of one or more of the following reasons:

- a. The Respondent withdraws its Bid during the validity period specified in RFP.
- b. The Respondent does not respond to requests for clarification of its Bid.
- c. The Respondent fails to provide required information during the evaluation process.
- d. In case of a successful Respondent, the said Respondent fails to sign the Contract in time; or furnish Performance Bank Guarantee.

## 19. TECHNICAL CRITERIA/ STATEMENT OF REQUIREMENTS (SOR)

### 19.1. PRINTER & HARDWARE SETUP

**Printing Machines:** The machine required for printing should be of the following printing capacity:

Specifications	<b>ECO – SOLVENT/ LATEX- High resolution digital printing machine with Eco-solvent/latex technology on large formats for printing on different kinds of vinyl, paper etc (Inks to be used should be manufactured by the manufacturer of the printer only and duly certified by the media manufacturer)</b>	<b>SOLVENT/UV- High resolution digital printing machine with UV/Solvent based super wide format for printing on different kinds of banners, fabric etc. (Inks to be used should be manufactured by the manufacturer of the printer only and duly certified by the media manufacturer)</b>
<b>Minimum Print Capability width</b>	150 cm	300 cm
<b>Minimum Print Speed</b>	300 sq ft/hour	500 sq ft/hour
<b>Minimum no. of machines</b>	1	2

- **Supporting Documents:**

- Copy of the invoices for the printing machines, duly attested by the authorized signatory along with details of make, model, specifications, print capability etc.
- Certificate of inks/Copy of invoices of purchase of original inks.

### 19.2. Colour Calibration & profiling

Bidder who wants to apply for the RFP should have the capability of colour calibration and profiling at his printing setup.

- **Supporting Documents:**

A self attested undertaking to be submitted by the Bidder.

### 19.3. HARDWARE MACHINES

The hardware machines that are to be used by the bidder in the printing and fabrication of the media are mentioned below:

Sr. No.	MACHINE	PURPOSE	SPECIFICATIONs
1	Welding Machine ( ELECTRIC)	Iron Welding	N.A.
2	Gas Cutter	Metal Sheet Cutting	N.A.
3 4	Plotter Laminating Machine	Vinyl	150 cm minimum 120 cm Wide minimum

- **Supporting Documents:**

A self attested undertaking, declaring the usage of the above mentioned machines is to be submitted.

### 19.4. COMPUTER HARDWARE & SOFTWARE

Requirement for licensed software: The software required is “**ADOBE CS-3 (Creative Suite)**”. The software should be installed on both the operating systems – Windows OS and Macintosh OS.

- **Supporting Documents:**

A self attested copy of the software’s registration (for Adobe CS-3, Windows and Macintosh OS) is to be submitted;

Computers: A minimum of 04 work stations is required out of which 01 workstation has to be a Macintosh system and the rest 03 systems should be operating on Windows OS and the both the OS should support the ADOBE CS-3 software. The hardware requirements for the systems are mentioned below:

	WINDOWS Qty : 03	MACINTOSH Qty : 01
<b>Processor</b>	Dual Core	Dual Core

<b>RAM</b>	4 GB	4 GB
<b>Software</b>	ADOBE CS 3 - Windows OS	ADOBE CS 3 - Macintosh Compatible

- **Supporting Documents:**

Self attested copies of the respective invoices have to be submitted along with the technical bid.

**19.5. Logistics & Warehousing:** The Bidder should submit an undertaking that the Games look Provider would provide for the transportation of the print material and fabrication from place of production to the location within the timeline given. The bidder will also submit an undertaking to provide for adequate storage and warehousing wherever required.

- **Supporting Documents:**

An undertaking duly signed by authorized signatory in support of the above.

**Delhi 2010 reserves the right to verify all the information provided in lieu of the above mentioned technical criteria (from 19.1 to 19.5).**

**19.6. SAMPLES**

**Along with the technical bid submission:**

- The respondents shall be required to submit samples of size 2.0 ft x 2.0 ft of printed matter as per the quality standards and technical specifications as per Annexure-1 of each item as mentioned in this RFP with their Technical Bids for the approval of Delhi 2010.
- Designs for printed matter which are to be printed and submitted as samples are attached in Annexure-3.
- OC shall approve and seal these samples If the samples are not up to the requirements of Delhi 2010, the samples will be rejected and Delhi 2010 reserves the right to reject the technical bids of the bidders.

### **19.7. Technical Criteria to undertake work for more than one cluster.**

- The bidder should have an annual turnover of at least INR 4,00,00,000/- (INR Four crores) in the last 3 Financial Year (FY 08-09, FY 07-08, FY 06-07) to be eligible for undertaking work for 1 cluster.
- The bidder should have an annual turnover of at least INR 8,00,00,000/- (INR Eight crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 2 clusters.
- The bidder should have an annual turnover of at least INR 12,00,00,000/- (INR Twelve crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 3 clusters.
- The bidder should have an annual turnover of at least INR 16,00,00,000/- (INR Sixteen crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 4 clusters.
- The bidder should have an annual turnover of at least INR 20,00,00,000/- (INR Twenty crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 5 clusters.
- The bidder should have an annual turnover of at least INR 24,00,00,000/- (INR Twenty Four crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 6 clusters.
- The bidder should have an annual turnover of at least INR 28,00,00,000/- (INR Twenty Eight crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 7 clusters.
- The bidder should have an annual turnover of at least INR 32,00,00,000/- (INR Thirty Two crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 8 clusters.
- The bidder should have an annual turnover of at least INR 36,00,00,000/- (INR Thirty Six crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 9 clusters.

## **20. COST OF BID PREPARATION / NO RIGHT TO RECOURSE**

Any decision made by OC in relation to the selection of a Short listed Respondent from the RFP will be final. OC is not liable for any costs or expenses incurred by a Respondent in preparing and lodging the Bid

irrespective of whether the Respondent is successful in proceeding to the next stage in the process or not. All such costs and expenses associated with the preparation of a response to this RFP will be the responsibility of the Respondent.

## **21. NO CONTRACTUAL RELATIONSHIP ESTABLISHED**

This RFP is an invitation to tender only and not an offer to acquire any goods and / or services. Submission of a response to this RFP does not create a contract for the provision of the Rent / Supply / Services in any way.

## **22. OWNERSHIP OF DOCUMENTATION**

All documentation and copyright in all documents provided to OC in response to this RFP by the Respondent shall upon lodgement with OC become the property of OC.

## **23. AMENDMENT OF RFP**

**23.1.** At any time prior to the last date for receipt of Bids, OC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Respondent, modify the RFP by an amendment.

**23.2.** The amendment will be notified through the **Official website of OC [www.cwgdelhi2010.org](http://www.cwgdelhi2010.org)** and will be binding on the Bidders. Therefore, it is advised the Respondent frequently visit the website and take note of any amendments during the Bid process.

**23.3.** OC may at any time during the tendering process request the Respondent(s) to submit revised Technical / Commercial Bids and/or

Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Respondent.

- 23.4. In case of major changes in the requirements (Scope of Works), an opportunity may be given to the eligible technically qualified Respondent to revise their commercial Bids.

## **24. QUANTITY VARIATION**

- 24.1. In the Tender the quantities of Games Look required in different clusters have been stated. These quantities are Tentative and may undergo changes.
- 24.2. OC reserves the right to either increase or decrease the quantity of any or all items of the bills of Quantities indicated in this RFP, which they deem fit, while issuing the Letter of Intent or signing the Contract. These are estimated requirements which may vary further.
- 24.3. The final quantity to be executed by the Bidder can vary by +/- 30% of the awarded quantity on overall basis. OC gives no guarantee regarding (nor are bound to) minimum quantities of individual items. The additional / deletion of quantities may be either in the same Cluster or any other Cluster at the discretion of the OC. The OC shall not be responsible for any compensation to the Bidder for the variation in quantities of any individual item.
- 24.4. The contract sum for payment shall be determined by the actual quantities ordered by OC and delivered by Games Look Provider (subject to being delivered in accordance with the agreed Form of Contract and being fit for purpose).

## **25. BID PRICES**

- 25.1. The Respondent shall include all components of costs (like cost of goods, packing and forwarding, comprehensive insurance for goods so supplied and manpower, all taxes and duties, any government levies, excise duty, transportation to site, supply, handling, loading, unloading, installation, labour, printing, commissioning, maintenance, dismantling and removal from site etc.) in its quoted prices. The Respondent shall have to clearly indicate the custom / excise duty component in his prices (if any), which he shall arrange to get refunded on his own from the Custom and Excise Department. OC shall issue required certifications for the import of

goods on hire. OC shall make all payments excluding the custom / excise duty component. Else the Respondent shall specifically confirm that their unit rates do not comprise of any such component .The tender shall be on turnkey basis (rental basis) and OC will not pay anything extra over and above the unit rates so quoted by the Respondent.

- 25.2. The Respondent shall be required to furnish the unit rates against each item as called for in the Bills of Quantities.
- 25.3. OC reserves the right to re-allocate the items from one venue to the other within the same Cluster. The OC shall not be responsible for any compensation to the Respondent for such location changes.
- 25.4. The Respondent shall prepare the Bid based on details provided in the RFP document. The Respondent shall carry out all the tasks in accordance with the requirement of the RFP document and it shall be the responsibility of the Respondent to fully meet all the requirements of the RFP document.
- 25.5. The Respondent shall be required to get himself registered with the Central / State Govt. Authorities like Registrar of Companies, Sales Tax, Service Tax, Customs, Excise (and any other) etc. as may be required from time to time.

## **26. FIRM PRICES**

- 26.1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Respondent shall, therefore, indicate the prices in the Bills of Rates of this RFP. While quoting the prices Respondent should specify clearly INR component. The total price of the Bid shall comprise of INR
- 26.2. The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all packing & forwarding, transportation, transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. All such charges should be included in the rates quoted in the Bills of Quantities provided in this RFP.

## **27. DISCOUNTS**

The Respondent is advised to indicate any discount on the quantities specified in the Bills of Quantities. Discount indicated separately, will not be taken into account for evaluation purpose. However, in the event of such a Bid, without considering discount, being found to be the lowest, OC shall avail of such discount at the time of award of the Contract.

## **28. PERFORMANCE SECURITY**

- 28.1.** Within 5 working days of notifying the acceptance of Bid for the award of the Contract, the selected Respondent shall furnish a performance security, amounting to **10%** of the final Contract value (the “**Performance Security**”) for the Cluster for which the work has been awarded, valid for 30 days beyond the Contract period as its commitment to perform services under the Contract in the form of Demand Draft, etc. from a nationalised bank or Bank Guarantee from a Nationalised Bank in India in the specified format provided in **form no 2 of this RFP**.
- 28.2.** In case the Respondent has been awarded the contract for more than one (1) Cluster, then the value of the Performance Security shall be **10%** of the sum total of the actual contract value of the clusters taken together.
- 28.3.** Failure to comply with the requirements of Scope of Work specified in this RFP shall constitute sufficient grounds for the forfeiture of the Performance Security.
- 28.4.** The Performance Security shall be released within 30days after completion of the Contract in all respects and on receipt of Completion Certificate from authorised representative of OC and provided further that there is no breach of the Contract on the part of the Games Look Provider.
- 28.5.** No interest will be paid on the Performance Security.
- 28.6.** OC may seek additional Performance Security in case of increase in the Scope of Works.

## **29. FORMAT AND SIGNING OF BIDS**

- 29.1.** The Bid shall be signed by the Authorized Signatory of the Respondent.
- 29.2.** The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Respondent, in which case such corrections shall be initialled by the Authorised Signatory signing the Bid by ink.
- 29.3.** The Respondent shall duly sign and seal its Bid with the exact name of the firm/company under whose name the Contract is to be executed.

### **30. REVELATION OF PRICES**

Prices in any form or by any reason before opening the Bid should not be revealed, failing which the Bid shall be liable to be rejected.

### **31. ACCEPTANCE OF RFP RESPONSES**

OC reserves the right to vary, suspend, exclude any item, venues / Clusters from or abandon this RFP at any time.

### **32. SIGNING OF CONTRACT**

**32.1.** At the same time as OC notifies the successful Respondent that its Bid has been accepted, OC will send the Respondent the duly filled in **Form of Contract** incorporating all Annexes and other attachments.

**32.2.** Within 5 working days of receipt of the filled in Form of Contract, the successful Respondent shall sign and date the Contract and return it to OC.

### **33. CONFIDENTIALITY OF THE DOCUMENT**

This RFP is confidential and the Respondent is required to furnish an undertaking on their letterhead that anything contained in this RFP shall not be disclosed in any manner, whatsoever.

### **34. REJECTION CRITERIA**

Besides other conditions and terms mentioned in the RFP document, Bids may be rejected under following circumstances:

#### **34.1. Pre Qualification & Technical Bid**

- a Bids not submitted in **three** Bid systems in Three separate envelopes.
- b Incomplete Bids that do not quote for the complete Scope of Work as indicated in the Bidding documents, addendum (if any) and any subsequent information given to the Respondent.
- c Bids providing information that are found to be incorrect / misleading at any stage / time during the Bidding Process.
- d Technical Bid containing commercial details.
- e Bids that reveal prices in any form or by any reason before opening the Commercial Bid.
- f Incomplete Bids do not contain supporting documents to support fulfilment of defined Pre Qualification eligibility criteria.

### **34.2. Commercial**

- a Bids not submitted in **Three** Bid systems in three separate envelopes.
- b Bids in which the total lump sum price quoted by the Respondent is not inclusive of all taxes, duties, fees, levies and other charges.
- c Bids made through Telex /Telegraphic / Fax/E Mail.
- d Bids which do not confirm unconditional validity of the Bid.
- e Bids where prices are not firm during the entire duration of the Contract and / or with any qualifications.
- f Bids which do not conform to OC's Commercial Bid format.
- g Bids in respect to which the Respondent does not accept the OC's rectification of arithmetic discrepancies, if any, in the Commercial Bid.

### **34.3. Other**

- a Bids that do not confirm unconditional acceptance of full responsibility of executing the Scope of Work of this RFP.
- b Bids in which the Respondent seeks to influence OC's Bid evaluation, Bid comparison or Contract award decisions.
- c Multiple Bids received from the same firm; in which case all such Bids would be rejected.

## **35. PRELIMINARY EXAMINATION**

**35.1.** OC will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.

**35.2.** Arithmetical errors will be rectified on the following basis:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- b. If there is a discrepancy between words and figures, the amount in words will prevail.
- c. If the Respondent does not accept the correction of the errors, its Bid will be rejected.

**35.3.** A Bid determined as not substantially responsive will be rejected by OC and may not subsequently be made responsive by the Respondent by correction of the nonconformity.

**35.4.** OC may waive any minor informality or nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any respondent at its sole discretion without assigning any reason whatsoever.

## **36. POST PRELIMINARY EXAMINATION**

- 36.1.** OC will determine to its satisfaction whether the Respondent selected as having submitted the best evaluated responsive Bid is qualified to satisfactorily perform the Contract.
- 36.2.** This determination will take into account the Respondent's technical capabilities. It will be based upon an examination of the documentary evidence submitted by the Respondent as a part of the Bid as well as such other information as OC deems necessary and appropriate.

## **37. OPENING OF TENDERS**

- 37.1.** The Bidders shall be invited to witness the opening of the tenders.
- 37.2.** Following the process of pre-qualification if any, a short-list of Bidders who are found to meet the 'Pre – Qualification (PQ)' criteria shall be prepared and the Technical Bids {supported with any stipulated documents as mentioned in point 19 (sub-points included)} of only the said short-listed bidders shall be opened for further evaluation.
- 37.3.** The Technical Bids shall be opened at a stipulated date and time. Envelopes containing the commercial bids will be signed by the tender opening officers along with some of the trade representatives who are present at the tender opening and re-sealed after placing in a covering envelope. The Commercial Bids shall remain sealed until they are opened publicly.
- 37.4.** The Commercial Bids of only those bidders whose proposals meet the stipulated technical criteria shall be eligible to be opened (publicly), the date of which would be placed on the website. The amounts quoted by the Bidders shall be indicated both in figures (English Numerals) and in words. In case of any discrepancy, the amount written in words shall be considered.

## **38. BID EVALUATION**

*The evaluation of the bids shall be carried out in three stages: Evaluators of technical bids shall not have access to the financial bids until the technical evaluation is concluded. Financial bids shall be opened only thereafter. The evaluation shall be carried out in full conformity with the RFP.*

## Pre Qualification Evaluation

Criteria No.	Criteria Met	Criteria not met
Criteria no. 16.1		
Criteria no. 16.2		
Criteria no. 16.3		
Criteria no. 16.4		

If the bidder meets all the above criteria's of the Pre Qualification bid (Criteria 16.1 to 16.4 along with submission of Bid processing Fees and EMD as stipulated in this RFP), the bidder will be eligible for opening of the Technical bid. If any one of the criteria is not met by the bidder, the bidder will not be eligible for further evaluation.

### Technical Evaluation

**38.1.** The Technical Bids only of those bidders that meet the Pre-Qualification criteria shall be opened at the stipulated date and time and may be attended by the trade representatives.

**38.2.** In order to make for a level playing field as regards the technical requirements, the Buyer shall evaluate each Technical Bid (through an Evaluation Committee) with reference to the criteria listed in the 'Statement of Requirements (SOR)' forming part of the RFP.

(i) SOR- only those technical bids that meet **all** the specified requirements indicated herein would qualify to have their commercial bids opened.

Technical Criteria No.	Criteria Met	Criteria not met
Criteria no. 19.1		
Criteria no. 19.2		
Criteria no. 19.3		

Criteria no. 19.4		
Criteria no. 19.5		

The bidder will be evaluated on the above mentioned criteria of the Technical bid/Statement of Requirements (Criteria 19.1 to 19.5), as per the relevant supporting documentation listed against each criteria.

Further the bidder would then be evaluated on submission of samples:

**Evaluation of Samples as per criteria 19.6 of the Technical bid.**

- The respondents shall be required to submit samples of size 1.0M x 1.0M of printed matter as per the quality standards and technical specifications as per Annexure-1 of each item as mentioned in this RFP with their Technical Bids for the approval of Delhi 2010.
- Designs for printed matter (Samples) are attached in Annexure-3.
- OC shall approve and seal these samples. If the samples are not up to the requirements of Delhi 2010, the samples will be rejected and Delhi 2010 reserves the right to reject the technical bids of the bidders.

The bidder who fulfills all the criteria of the technical bid limited to 19.1 to 19.6 will be eligible for opening of Commercial bid.

**Evaluation of Technical Criteria as per criteria 19.7 to undertake work for more than one (1) cluster**

- The bidder should have an annual turnover of at least INR 4,00,00,000/- (INR Four crores) in the last 3 Financial Year (FY 08-09, FY 07-08, FY 06-07) to be eligible for undertaking work for 1 cluster.
- The bidder should have an annual turnover of at least INR 8,00,00,000/- (INR Eight crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 2 clusters.
- The bidder should have an annual turnover of at least INR 12,00,00,000/- (INR Twelve crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 3 clusters.
- The bidder should have an annual turnover of at least INR 16,00,00,000/- (INR Sixteen crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 4 clusters.

- The bidder should have an annual turnover of at least INR 20,00,00,000/- (INR Twenty crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 5 clusters.
- The bidder should have an annual turnover of at least INR 24,00,00,000/- (INR Twenty Four crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 6 clusters.
- The bidder should have an annual turnover of at least INR 28,00,00,000/- (INR Twenty Eight crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 7 clusters.
- The bidder should have an annual turnover of at least INR 32,00,00,000/- (INR Thirty Two crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 8 clusters.
- The bidder should have an annual turnover of at least INR 36,00,00,000/- (INR Thirty Six crores) in the last Financial Year (FY 08-09) to be eligible for undertaking work for 9 clusters.

Based on this a table of eligibility to undertake work for more than one cluster per bidder will be generated by the OC.

**38.3.** All Bidders who qualify technically shall be notified by the OC, along with the date and time set for opening of the Commercial Bids.

**38.4.** The reasons for rejection of each quote are to be recorded in detail.

### **39. COMMERCIAL EVALUATION**

- The Commercial Bids of only those Bidders whose bids meet the stipulated technical criteria shall be eligible to be opened (publicly), the date of which would also be placed on the website.
- The cost quoted by the bidder in the commercial bid should be based on exactly the same material with name and specification details as the bidder has submitted in the technical bid.
- Commercial Bids shall be examined to ensure that the figures indicated therein are consistent with the details indicated in the corresponding Technical Bids. It shall be ensured that all commercial terms and conditions, inter-alia, payment terms and the delivery schedule have been adhered to.

- Any arithmetical errors shall be corrected including any discrepancy in words and figures when the amount expressed in words shall be treated as final.
- Prices must be quoted on ‘**Free Delivery to Consignee**’ basis, inclusive of all services as mentioned in the Scope of work as detailed in this RFP including packing, forwarding, freight charges, transit insurance, all applicable taxes and any other charges applicable.
- For the purpose of evaluation, “Total cost” inclusive of all costs shall be considered.
- **Declaration of Successful Bidder**

**39.1.** Following completion of evaluation of the Technical bids, commercial bids of technically qualified bidders for all clusters shall be opened.

**39.2.** The commercial bids of bidders shall be ranked in ascending order of commercial bid value. The lowest commercial bid for a cluster shall be ranked as L1 for that cluster, followed by L2 for the next higher commercial bid for that cluster and so on.

**39.3.** After such final ranking, the L1-ranked bidder shall be identified for each of the clusters.

**39.4.** Bidders who are L1 in only 1 cluster shall be identified as the preferred bidder for award of contract for that cluster.

**39.5.** Bidders who are L1 in more than 1 cluster; shall be identified as the preferred bidder for award of contract for a cluster for which they have given higher preference in the Commercial Bid format as per **forma-4 project fee (summary of clusters & order of preference)**.

**39.6.** Preferred Bidder for award of contract in more than 1 cluster shall be subject to the bidder fulfilling the eligibility to get more than 1 cluster based on the turnover criteria mentioned under clause in **Technical Criteria no 19.7**.

**39.7.** Clusters for which the L1 bidder is not awarded the contract on account of eligibility as per technical criteria 19.7, to get more than one (1) cluster based on turnover criteria (technical criteria 19.7), then the bids of L1 bidder for remaining clusters if any will be considered null and void, the 2<sup>nd</sup> lowest bidder will be then considered to be L1 for that particular cluster provided the 2<sup>nd</sup> lowest bidder is eligible for additional cluster based on turnover criteria.. In case L2 also does not fulfill the Technical criteria 19.7 then L3 will be considered as L1 bidder and so on

**39.8.** In the event of a tie between the commercial bid values of two or more bidders; the bidder who has quoted higher priority for that cluster shall be shortlisted as the preferred bidder for that cluster.

## **40. DECLARATION OF SUCCESSFUL BIDDER**

**40.1.** Following completion of evaluation of Technical and Commercial Bids, final ranking of the Bids will be determined for each cluster. Final ranking shall be based on net outflow for OC. After such final ranking, the first-ranked Respondent will be invited for negotiations, if necessary.

**40.2.** Negotiations will be held between OC and the first ranked Respondent, if required. The invited Respondent will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as OC may specify. .

**40.3.** OC shall prepare minutes of the negotiations, which will be signed by OC and the Respondent.

**40.4.** After completion of negotiations, OC shall award the Contract to the selected Respondent and promptly notify the other Respondents who submitted Bids that they were unsuccessful.

## **41. NEGOTIATIONS,**

If any, shall be carried out **only** with L1. Clusters for which the L1 bidder is not awarded the contract on account of eligibility to get more than one (1) cluster based on turnover criteria (technical criteria 19.7), and then the negotiations will be carried out with L2 who will become L1 provided he meets the technical criteria 19.7 and so on.

## **42. RIGHT OF INSPECTION**

**42.1.** OC reserves the right to inspect the bidder's facilities.

**42.2.** OC reserves the right to inspect the goods before the supplies are made.

## **43. PAYMENT TERMS**

**43.1.** The Payment Terms shall be as follows:

- 10% of the rental value of the goods to be supplied on issue of letter of Intent against submission of BG of an equivalent amount.
- 20% of the rental value of the goods to be supplied on proof of dispatch and on submission of BG of an equivalent amount.
- 30% of the rental value of goods supplied at site on certification by the committee appointed by OC.
- 30% payment will be released on successful installation and commissioning of all Look as per the contract and certification by the committee appointed by OC.
- Balance 10% payment will be made after completing of de-commissioning and removal of rented Look from site and certification by the committee appointed by OC.

**43.2.** The Games Look Provider shall be required to maintain a measurement book for all the items under the scope of works. The Games Look provider shall also maintain a record of all the goods received at site.

**43.3.** BG submitted for 30% (10+10+10) of the rental value of the goods for payment in the first three stage shall be remain valid for a period of three months from the date of bills. This BG shall be released after completion of stage 4 of payment. This BG will be forfeited in case the goods for which payment has been claimed, is not received as per the scheduled timelines. OC reserves the right to take possession of all goods / material that arrive at site. No such goods shall be taken back from project site before or until after the games without the prior permission of OC.

#### **44. TIME SCHEDULE**

**44.1.** Games Look Installation shall start from 5<sup>th</sup> **August 2010** and shall be completed by **10th Sep 2010**, for all the venues and city of Delhi.

**44.2.** The Respondent shall furnish activity wise schedule in their Bid time is the essence of the Contract and no time extension shall be granted under any circumstances. The successful Respondent shall be required to abide by the fixed timelines of sporting events.

**44.3.** The Games Look Provider shall keep the OC informed of the progress on each activity on weekly basis. In case of any delay in the particular activity, the recovery plan shall be indicated by the Games Look Provider so as to complete all the activities within the overall time schedule agreed to by OC.

- 44.4.** OC reserves the right to terminate the contract at any stage of the work by giving 7 days notice, if it is noticed that the delay occurred in the particular activity cannot be made good and will affect the overall work schedule. OC shall forfeit the Performance Security of the Games Look Provider and the Games Look Provider shall be black listed. The decision of OC shall be final and binding.
- 44.5.** Decommissioning and removal of Games Look material at all sites shall be completed by 31st October 2010. The contract period, therefore would be up to 31st Oct 2010.
- 44.6.** OC reserves the right to monitor the works execution programme and review it on day to day basis. The contractor will be fully transparent, demonstrate at all time, that he is in a position to complete the work in time. If at any stage the OC, in its sole jurisdiction, is of the opinion that the contractor will not be able to complete the balance work in time, it may with seven (7) days first and final notice off load a portion of contract and award it to any contractor as deemed fit at his risk and cost. The power of determination of OC in their regard shall be final and binding.

## **45. LIQUIDATED DAMAGES (PENALTY DUE TO DELAY)**

As mentioned in above, time is the essence of the Contract and the dates for International Multi Sport Event are already fixed. Therefore, delay in completion of work in its entirety shall not be acceptable to OC.

The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract.

The liquidated damages shall be applicable under following circumstances:

- a) If the deliverables are not submitted as prescribed by the Delhi 2010, the Bidder shall be liable to pay 10% of the total cost of the services for delay of each day or part thereof.
- b) If the deliverables are not acceptable to the Delhi 2010 as mentioned in this RFP, and defects are not rectified to the satisfaction of the Delhi 2010 within 3 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for each day or part thereof for the delay.

## 46. GAMES LOOK PROVIDER OBLIGATIONS

The Games LookProvider must comply with all OC policies and procedures or other reasonable policies and procedures as advised by OC from time to time; including but not limited to Participation Policy and occupational health and safety of the India. In the event OC issues a policy or procedure after the date of execution of this Agreement, then the Games LookProvider, acting reasonably, notifies OC in writing that it is unable to comply with, or it is not reasonably practicable for the Games LookProvider to comply with, then and In that case, the Games LookProvider and OC will negotiate in good faith with each other to Identify a mutually acceptable way in which that policy or procedure can be complied with by the Games LookProvider.

The Games LookProvider warrants that it has and shall be deemed to have:

- (a) Examined carefully and acquired actual knowledge of the contents of the Agreement.
- (b) Examined the Site, its surroundings and all physical conditions and characteristics connected with the Site; and Informed itself of the nature of the work necessary for the execution of the Works, the means of access to, and facilities at the Site.

The Games Look Provider shall supply everything necessary for the proper performance of the Games Look Provider's obligations and discharge of the Games Look Provider's liabilities under the Agreement.

The Games Look Provider shall use the materials and standards of workmanship required by the Agreement. In the absence of any requirement to the contrary, the Games Look Provider shall use materials which are in good to excellent condition, fit for use and suitable for the purpose and consistent with the nature and character of the Works.

The Games Look Provider shall proceed with the Works with due expedition and without delay.

The Games Look Provider shall, in consultation with OC prepare and submit on an agreed date after the execution of this Agreement a Form of Contract in relation to the timeline and process for delivery of the Works in accordance with the requirements of this RFP and shall maintain and report against the Form of Contract at intervals as reasonably determined by the OC. For the avoidance of doubt, the Form of Contract shall be determined at the absolute discretion of the OC.

The Games Look Provider shall keep the Site and the Works clean and tidy. The Games Look Provider shall regularly remove rubbish and surplus material.

#### **47. GAMES LOOK PROVIDER TO COMPLY WITH ALL LAWS**

The Games Look Provider undertakes that in exercising its rights and meeting Its obligations under this Agreement it will observe and comply with all Laws In force for the time being in India and agrees to Indemnify and hold Delhi 2010 and its agents harmless in respect of any breach of such Laws.

If the Games Look Provider believes that that there is a provision in any document forming part of this Agreement at variance with the obligations referred to in this RFP, the Games Look Provider shall inform OC of the nature of such variance in writing. OC shall, as soon practicable after receiving the Games Look Providers written notice, give to the Games Look Provider such lawful instructions as he or she sees fit and the Games Look Provider shall comply with those instructions.

Sitting Approvals and Building Byelaws / Commission Notwithstanding anything to the contrary in this Agreement:

- (a) The Games Look Provider shall be responsible for obtaining any necessary occupancy or like permit required to be issued by the latest National Building Codes of India In relation to temporary structures forming parting of the Works and shall construct and install those temporary structures in accordance with that occupancy or like permit and shall provide a copy of that occupancy or like permit to OC upon request.

#### **48. PROTECTION OF PEOPLE AND PROPERTY**

In so far as compliance with the requirements of the Agreement permits, the Games Look Provider shall:

- (a) Provide all reasonably practicable things and take all reasonably practical measures necessary to protect people and property.
- (b) Avoid unnecessary Interference with the passage of people and properties; and
- (c) Prevent nuisance and unreasonable noise and disturbance.

If the Games Look Provider or its Personnel damage property, Including (without limitation) to public utilities and services and property on or adjacent to the Site, the Games Look Provider shall promptly make good the damage and pay any compensation which the law requires the Games Look

Provider to pay provided that the Games Look Provider will not be responsible under this clause where it has complied with a direction from OC and first satisfied itself that there is no reasonable likelihood of property damage In complying with that direction.

The Games Look Provider shall be responsible for all necessary traffic control measures required to facilitate the Works whilst minimizing Inconvenience to the public, but shall consult with OC from time to time. Traffic control measures include the provision of appropriate warning signs, bollards, and cones.

The Games Look Provider shall take all reasonably practicable measures to ensure that at all times persons at or in the vicinity of each Site are not exposed to risk of health or personnel safety as a result of the Games Look Provider carrying out the Works.

#### **49. CARE OF THE WORK AND RE-STATEMENT OF DAMAGE**

The Games Look Provider shall remain responsible for the care of outstanding work and items to be removed from the Site by the Games Look Provider and shall be liable for damage arising from the Games Look Providers completion of outstanding work.

If loss or damage (except loss or damage which is a direct consequence, without fault or omission on the part of the Games Look Provider, of an Excepted Risk defined in **Clause 49.1 below**) occurs to anything while the Games Look Provider is responsible for its care, the Games Look Provider shall at the Games Look Provider's own cost promptly make good the loss or damage.

##### **49.1. Excepted Risks: The Excepted Risks are:**

- (a) Any negligent act or omission of OC, its Consultant, or the employees or agents of OC;
- (b) Any risk specifically excepted in the Agreement;
- (c) War, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, in surrection or military or usurped power, martial law or confiscation by order of any Government or public authority; and

- (d) Defects in the design of the Works other than a design provided by or on behalf of the Games Look Provider.

## **50. SECURITY OF SITE AND GAMES LOOK PROVIDERS' EQUIPMENT**

The Games Look Provider shall be entirely responsible for the security of the Games Look Provider's Personnel, materials, plant and equipment and the protection and security of the Personnel, materials, plant and equipment of any sub-Games Look Provider retained by the Games Look Provider. No extra cost shall be allowed to the Games Look Provider In the event of any damage, however caused, occurring to the Site, the Games Look Provider's, or any retained sub-Games Look Provider's Personnel, plant and equipment or to materials whether stored on Site or off Site.

## **51. GAMES LOOK PROVIDERS REPRESENTATIVE**

### **51.1. Availability of Representative**

The Games Look Provider shall ensure that it has at all times a competent representative available for the duration of the Agreement. Any direction given to the Games Look Provider's Representative shall be deemed to have been given to the Games Look Provider. Should the Games Look Provider propose to change its Representative or any key Personnel the Games Look Provider shall first formally submit any proposed change to OC for approval, which approval shall not be unreasonably withheld.

### **51.2. The Games Look Provider's Representative shall:**

- (a) Personally superintend the execution of the Works under the Agreement;
- (b) Be available at all times during the execution of the Works to take instructions and directions from OC and be available at reasonable notice to attend meetings or perform such other tasks as required by the Works; and
- (c) Convene, and minute meetings (where the Games Look Provider is responsible for convening that meeting), with all relevant parties to disuse and monitor the execution of the Works.

## **52. Delivery Period Extension**

The contract may be terminated unilaterally by the “OC” in case the goods are not received within the contracted delivery period the extension of which will be at the sole discretion of the OC and with applicability of the LD clause.

## **53. Warranty**

The goods / equipment shall carry a warranty of 6 months from the date of delivery / installation. The Games look Provider shall without charge replace defective goods with those with identical specifications and deliver these at the site without any extra cost to the Buyer.

## **54. Repeat Order**

The Buyer reserves the right to order within 6 months, up to 100 % of the quantity contracted from the date of successful completion of the contract at the same cost, terms and conditions.

## **55. Quality Assurance & Inspection**

Goods contracted for, shall be inspected by a representative of the indenting FA before dispatch by the Supplier to ensure conformity to the stipulated technical specifications. The OC reserves the right to reject any/all goods not conforming to the specified parameters, in which eventuality; the Supplier would be required to replace, within the contracted delivery period, the rejected quantity with no extra cost to the Buyer.

## **56. Signing of Contract**

The contract shall be signed with the eligible bidder within 7 days of issue of letter of acceptance beyond which period; non-execution would form sufficient grounds for cancellation of the offer and forfeiture of the EMD. The name of the successful bidder awarded the contract shall be mentioned in the Games Secretariat notice board or bulletin and its website.

## **57. Risk and Expense Purchase**

‘Risk and Expense’ purchase shall be undertaken by the Buyer in the event of the Supplier failing to honour the contractual obligations within the stipulated delivery schedule and where extension of time is not approved. Whenever risk purchase is resorted to, the supplier shall be liable to pay any additional amount spent by OC CWG Delhi 2010 if any, as compared to the contracted amount.

## **58. GENERAL CONDITIONS OF CONTRACT (GCC)**

The GCC shall cover within its ambit the following:

- A. General Provisions
- B. Commencement, Completion, Modification and Termination of Contract
- C. Obligations of the Bidder
- D. Bidder's Personnel
- E. Obligations of the "OC"
- F. Payment to the Bidder
- G. Fairness and Good Faith
- H. Settlement of Disputes

The General Conditions of the Contract are standard and is integral part of the RFP. The bidders shall be required to accept the enclosed **GCC as per Annexure 4**.

## **59. SPECIAL CONDITIONS OF CONTRACT**

SCC is appended to the GCC and shall cover:

- i) Limitation of the Bidders Liability towards the "OC"
- ii) Risk and Insurance coverage
- iii) The Location for Arbitration Proceedings

**60. Form-1**

**BANK GUARANTEE Performa for Furnishing Earnest Money Deposit  
(EMD)**

Whereas \_\_\_\_\_ (Herein  
after called the “tenderer”) Has submitted their offer dated \_\_\_\_\_  
\_\_\_\_\_ For the supply of  
\_\_\_\_\_ (Herein after  
called the “tender”) KNOWN ALL MEN by these present that WE \_\_\_\_\_  
\_\_\_\_\_ Of \_\_\_\_\_  
\_\_\_\_\_ having our registered office at \_\_\_\_\_  
\_\_\_\_\_ are bound unto \_\_\_\_\_ Hereinafter called the  
“Bank”) \_\_\_\_\_ in the sum of  
\_\_\_\_\_ (Herein after called the “purchaser”)

For which payment will and truly to be made to the said Purchaser, the Bank binds  
itself, its Successors and assigns by these presents. Sealed with the common seal of  
the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in  
any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the  
Purchaser during the period of its validity.
  - a. If the tenderer fails to furnish the Performance Security for the due  
performance of the Contract.
  - b. Fails or refuse to execute the contract.
  - c. Fails to respond to queries by the OC.
  - d. WE undertake to pay the Purchaser without demur up to the above amount  
upon receipt of its first written demand, without the Purchaser having to  
substantiate its demand, Provided that in its demand the Purchaser will note  
that the amount claimed by it is due to the occurrence of one or more of the  
conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of  
tender Validity and any demand in respect thereof should reach the Bank not later  
than the above date.

\_\_\_\_\_  
(Signature of the Bank)

## 61. Form-2

### **BANK GUARANTEE Performa for Furnishing Performance Security**

In consideration for the Organizing Committee Commonwealth Games, Delhi 2010 (hereinafter called “the OCCWG”) having agreed to exempt \_\_\_\_\_ (hereinafter called “ the said Contractor (s)”) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ of Performance Security for the due fulfillment of the said Contract(s) do hereby undertake to pay to the OCCWG an amount not exceeding Rs\_\_\_\_\_ against any loss of damage caused to or suffered by the OCCWG by reasons of any breach of the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

We \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this Guarantee without an demur, merely on a demand from the OCCWG stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OCCWG by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. Any such demand made to 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 Rs\_\_\_\_\_

We undertake to pay the OCCWG any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/ supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto 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 there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the OCCWG under or by virtue to the said Agreement have been fully paid and its claim satisfied or discharged or till\_\_\_\_\_ that the terms and

conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_.

We \_\_\_\_\_ further agree with OCCWG that the OCCWG 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 to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the OCCWG against the said contractor (s) and to forebear 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 contractor (s) or for any forbearance act omission on the part of the OCCWG to the said contracts or any indulgence by the OCCWG to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs \_\_\_\_\_ and shall remain in force until \_\_\_\_\_ unless a claim or suit under this guarantee is filled with us on or before \_\_\_\_\_ ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) /Supplier (s).

We, \_\_\_\_\_ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the OCCWG in writing.

Dated the \_\_\_\_\_ date of  
\_\_\_\_ 2010

(Indicate the name of Blank)

Signature \_\_\_\_\_

Name of the Officer \_\_\_\_\_

(In Block Capitals)

Designation of

Code No \_\_\_\_\_

Name of the Bank & Branch \_\_\_\_\_

## 62. FORM 3

### FORM OF DECLARATION

Date:

To

Organising Committee  
Commonwealth Games, Delhi 2010  
4<sup>th</sup> floor, New Delhi City Centre Tower – II,  
Opp. Jantar Mantar, Jai Singh Road,  
New Delhi - 110001

Dear Sir,

Having examined the bidding documents including Amendments, Reply to Queries issued till the date of submission of bids which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver on rent the Games Look on turnkey contract on rental basis in conformity with the said bidding documents, in accordance with the Schedule of Prices attached in the Commercial Bid and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents. We agree to abide by this Bid for the Bid Validity Period specified in the RFP document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_ [Signature]

[In the capacity of]

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

### 63. FORM-3-A

#### PRE QUALIFICATION BID-RESPONDENT DETAILS

The purpose of this section is to evaluate the experience of the Respondent in executing such assignments and financial strength.

S.No.	Item	Detail
	<b>Corporate Information</b>	
1	Company Name	
2	Status of Firm / Company (Proprietorship / Partnership Firm / Public Ltd. / Pvt. Ltd)	
3	Details of Incorporation (e.g. Registration no. and date of incorporation)	
4	Business Address	
5	Name of Contact person (responsible for the project)	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	E-mail id	
10	Website Address	
11	Details of Service Tax Registration ( e.g. Service Tax Registration no and date)	

**Documents to be enclosed: Attested photocopies of following:**

- a) Certificate of Incorporation
- b) Memorandum & Articles of Association
- c) Service Tax/VAT Registration Certificate

## 64. FORM 3-B

### PRE QUALIFICATION BID- ANNUAL TURNOVER

The annual Turnover Criteria will be dependent on the Financial & Technical Capability of the Respondents which will be judged by OC.

The entire work of Games Look and associated facilities has been divided into Nine (9) clusters / packages. Respondents can participate in any number of clusters / packages depending upon their financial capabilities.

**The bidder should have an annual turnover of at least INR 4,00,00,000/- (INR Four crores) in each of the last 3 Financial Years (FY 08-09, FY 07-08, FY 06-07)**

In support of above, documentary proof in the form of the annual Turnover Criteria will be dependent on the Financial & Technical Capability of the Respondents which will be judged by Delhi 2010

#### **Annual Turnover (in INR Crores)**

S.No	Item	FY 06-07	FY 07-08	FY 08-09
1	Annual Turnover			

Documents to be enclosed:

- Undertaking, duly signed by authorized signatory, to this effect and copy of audited Balance Sheet and Profit and Loss statement for last 3 financial years. i.e., FY 08-09, FY 07-08, FY 06-07.
- Service tax certificate / VAT certificate
- The bidder should file supporting documents showing the turnover with respect to the Scope of work as mentioned in this RFP (Clause-4) and duly attested by a Chartered Accountant.

## 65. FORM-4

### **COMMERCIAL BID –PROJECT FEE (SUMMARY OF CLUSTERS & ORDER OF PREFERENCE)**

#### **Instructions for Commercial Bid**

- Respondents should provide the Total Aggregate prices per cluster under this Form.
- Respondents should provide their order of preference for clusters under this Form.

#### **PROJECT FEE (COMMERCIAL BID)**

<b>S.No.</b>	<b>Particulars of Clusters</b>	<b>Order of Preference for Clusters</b>	<b>INR</b>
1	<b>Cluster I</b>		
2	<b>Cluster II</b>		
3	<b>Cluster III</b>		
4	<b>Cluster IV</b>		
5	<b>Cluster V</b>		
6	<b>Cluster VI</b>		
7	<b>Cluster VII</b>		
8	<b>Cluster VIII</b>		
9	<b>Cluster IX</b>		

Note:

1. All the costs quoted above should include all costs associated for execution of the job. All taxes / levies / duties to be included. Deduction of tax at source (TDS) or withholding tax as applicable under Indian law from time to time will be deducted by OC from payments made to the Look Provider. It is clarified that the liability on account of such deductions will rest with the Look Provider.
2. Cluster having highest preference for the games look provider should be denoted by '1' and the cluster having the second highest preference for the bidder should be denoted by '2' and so on till the ninth preference.
3. The bidder should not put the same preference for two clusters.
4. The preference sheet should be duly filled by the bidder and should not be left blank.