



ASEB Sports Club

Bijulee Bhawan, Paltanbazar, Guwahati – 781001

(e-Mail: asebsportsclub@gmail.com)

Request for Proposal (RFP)

For

Consultancy Services for

“Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, 3D Printouts of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam.”

RFP No. ASEBSC/Sports Complex/2019-20/3 Dated 27.12.2019

Issued by

Hony. General Secretary, ASEB Sports Club, Guwahati – 781001.

On behalf

ASEB Sports Club

(ASEB Sports Club, Guwahati – 781001 reserves the right to cancel this RFP and/or invite afresh with or without amendments to this RFP, without liability or any obligation for such RFP and without assigning any reason. Information provided at this stage is indicative and ASEB Sports Club, Guwahati – 781001 reserves the right to amend/add further details in the RFP document.)

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DISCLAIMER

The information contained in this Request for Proposal (the "RFP") document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ASEB Sports Club (the "Club" or "Client") or any of its representatives, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Club to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Club in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Club or its representatives to consider the investment objectives, technical expertise, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP documents, especially the Site Data Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Club accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Club and its representatives make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid stage.

The Club also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Club may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Club is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the Project and the Club reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Club or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Club shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

LETTER OF INVITATION

Ref. No. ASEBSC/Sports Complex/2019-20/3

Date: 27.12.2019

ASEB Sports Club invites technical and financial proposals in three envelope system from eligible consultants for **“Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, 3D Printouts of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam”** as per the specifications and standards prescribed by IS Specifications, National Building Code 2016, Government of India and other relevant standards.

Eligible bidders are therefore requested to submit their proposals as depicted in various clauses and sections of the RFP document. Document fee of Rs. 1,000/- (Rupees One Thousand) only excluding taxes shall be paid in the form of demand draft to ASEB Sports Club payable at Guwahati which shall be kept in a Separate envelope with the bid document.

Duly completed proposals shall be received in office of ASEB Sports Club, Bijulee Bhawan, Paltanbazar, Guwahati – 781001 up to 10.02.2020 till 14:00 hours IST accompanied by an Earnest Money Deposit (EMD) amount of Rs. 25,000/- (Rupees Twenty Five Thousand) only in the form of Demand Draft (DD) or Bank Guarantee (BG) of any nationalized/scheduled bank in favour of ASEB Sports Club, Guwahati. The EMD shall remain valid for a period of next 180 days. The technical proposal shall be opened in the same day at 14.30 hours IST. ASEB Sports Club reserves the right to reject any or all proposals without assigning any reason there off.

The club shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date & Time
1	Issue of Bid Documents	28.12.2019 onwards
2	Pre bid Discussion	20.01.2020 at 11:00 Hrs. IST
3	Last Date of Bid Submission	10.02.2020 upto 14:00 Hrs. IST
4	Technical Bid Opening Date	10.02.2020 at 14:30 Hrs. IST
5	Financial Bid Opening Date	To be notified in due course



[Handwritten Signature]
27/12/19

Hony. General Secretary
ASEB Sports Club,
Guwahati – 781001.

DATA SHEET

1	Name of the Project	Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, 3D Printouts of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam.
2	Contracting Authority	ASEB Sports Club
3	Method of Selection	Quality and Cost Based Selection (QCBS)
4	Eligibility Criteria	<p>All the Architectural Consultants registered with Council of Architecture, India those have been offering work value of similar Consultancy Services in preparation of DPRs of Sports Complex as per IS Specifications and National Building Code 2016 in the preceding five financial years during April, 2014 to March, 2019. (Certificate from the Client not below the rank of Executive Engineer should be enclosed).</p> <p>The Consultant should have completed B. Arch or B.E/B.Tech in Civil Engineering from a recognized institution.</p> <p>The bidders should have average annual turnover of not less than Rs. 50 Lakhs from relevant consultancy services in the last five financial years.</p>
5	Joint Venture	Maximum of 2
6	Cost of Document	Rs. 1,000/- (Rupees Five Thousand) only excluding taxes
7	Earnest Money Deposit	Rs. 25,000/- (Rupees Twenty Five Thousand) only
8	Issue of Bid Documents	28.12.2019 onwards
9	Pre bid Discussion	20.01.2020 at 11:00 Hrs. IST
10	Last Date of Bid Submission	10.02.2020 upto 14:00 Hrs. IST
11	Technical Bid Opening Date	10.02.2020 at 14:30 Hrs. IST
12	Financial Bid Opening Date	To be notified in due course
13	Address	Bijulee Bhawan, Paltanbazar, Guwahati – 781001, Assam.

BACKGROUND

ASEB Sports Club was established in the year 1975 to promote and encourage various sports and cultural activities among the members of the club. The members of the club have acclaimed distinctions in various competitions held at national and international level in the past. In order to facilitate its objective, a new modern multipurpose environment friendly Sports Complex is proposed covering 3000 sq. m. under the auspice of ASEB Sports Club at CTPS Campus, Chandrapur, around 25 Kms away from Guwahati city by the bank of the mighty river *Brahmaputra*. The proposed land belongs to Assam Power Generation Corporation Limited and the proposed facilities will be governed by ASEB Sports Club.

The proposed Sports Complex will be facilitated with various indoor & outdoor activities with State of the Art facilities and will include a stadium with Astro Turf Football Playground surrounded with natural gallery on two sides with walking zone and multi storied buildings on the other two sides with all modern amenities. The Sports Complex infrastructure will include lodging & dining facilities for teams, Dressing Rooms, Conference halls, Modular Stage, Suites, Dormitories, lounges, Club Museum, Hall of Fame, Gymnasium, Cafeteria, Community Hall, Parking Zone, Ticket Sales Counter, Flood Light facility etc. The Sports Complex infrastructure will also include provision for Built in Sound System & Digital Display for spectacular advertisements and rented shops.

The facilities of the Sports Complex will be available for the Sports Department of Assam as well as sports lovers of Assam. It will be an asset for the emerging players of nearby area of Chandrapur in particular and Assam as a whole.

1. INSTRUCTIONS TO THE BIDDERS

1.1 General Instructions

- 1.1.1 A bidder can submit only one Proposal.
- 1.1.2 The Bidder should submit a Power of Attorney as per the format at Appendix – III, authorizing the signatory of the Proposal to commit the Bidding.
- 1.1.3 The Financial Proposal should be furnished as per the format at Appendix – IX.
- 1.1.4 The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 1.1.5 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Club and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Club will not return any Proposal or any information provided along therewith.
- 1.1.6 This RFP is not transferable.
- 1.1.7 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect.

1.2 Cost of Bidding

- 1.2.1 The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Club will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3 Site visit and verification of information

- 1.3.1 Bidders are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 1.3.2 It shall be deemed that by submitting a Proposal, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Club;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Club relating to any of the matters above;
 - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss or profits etc. from the Club, or a ground for termination of the Service Agreement; and
 - f. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 1.3.3 The Club shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Club.

1.4 Right to accept and to reject any or all Bids

- 1.4.1 Notwithstanding anything contained in this RFP, the Club reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 1.4.2 The Club reserves the right to reject any Proposal and appropriate the Bid Security, if at any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by the Club, the supplemental information sought by the Club for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 1.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Club to the Bidder, without the Club being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Club shall forfeit and appropriate the Bid Security in accordance with relevant.
- 1.4.4 The Club reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP.
- 1.4.5 The General Conditions of contract are provided by the Club as part of the Bidding Documents shall be deemed to be part of this RFP.

1.5 Clarifications

- 1.5.1 Bidders requiring any clarification on the RFP may attend the Pre bid discussion on the notified date and time or send their queries to the Club in writing or by e-mail to the address in accordance with relevant Clause before the date and time of Pre bid discussion. The Club shall endeavour to respond to the queries during the Pre bid discussion or within the period specified therein. The Club will forward all the queries and its responses thereto by e-mail, to all Bidders without identifying the source of queries.
- 1.5.2 The Club shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Club reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Club to respond to any question or to provide any clarification.
- 1.5.3 The Club may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Club shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Club or its representatives shall not in any way or manner be binding on the Authority.

1.6 Amendment of RFP

- 1.6.1 At any time prior to the deadline for submission of Proposals, the Club may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 1.6.2 Any Addendum thus issued will be sent to all the Bidders through e-mail only.

1.6.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Club may, at its own discretion, extend the date of bid submission.

1.7 Format and Signing of Proposals

1.7.1 The Bidder shall provide all the information sought under this RFP. The Club will evaluate only those Proposals that are received in the required formats and complete in all respects.

1.7.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Bid.

1.8 Sealing and Marking of Proposal

1.8.1 The Bidder shall submit the Proposal in the format specified in relevant Clause, and seal it in envelopes.

1.8.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

a. Envelope 1: "Key Submissions"

- Letter of Proposal in the prescribed format (Appendix – II).
- Bid Security.
- Power of Attorney for signing of in the prescribed format (Appendix – III).
- A copy of the General conditions of contract with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to the Clause hereinabove.
- Processing fees to be enclosed as a Document fee of Rs. 1,000/- (Rupees One Thousand) only excluding taxes shall be paid in the form of demand draft in favour of ASEB Sports Club payable at Guwahati.

b. Envelope 2: "Technical Proposal"

- Technical Proposal as per the prescribed format (Appendix – VIII).

c. Envelope 3: "Financial Proposal"

- Proposal consisting of the Bidders' financial offer for the Project in the prescribed format (Appendix – IX) of this document. The Financial Proposal shall be quoted as Consultancy Fees, inclusive of all taxes.
- The financial proposal shall be inclusive of all out of pocket expenses incurred by the Consultant towards Local site office, site visits, travel, documentation and communication etc., taxes, royalties, fees and charges excluding service tax as applicable except those as prescribed in this RFP.
- The Club reserves the right to reject any Financial Proposal which is conditional and non-responsive.

1.8.3 The bidder shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, as specified in relevant Clause, in soft version in CD/DVD/Pen Drive. The CD/DVD/Pen Drive shall be placed in a separate sealed envelope marked as "Copy of Documents". The three envelopes specified in relevant Clause shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: "**Preparation of DPR of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam**" and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.

1.8.4 Each of the envelopes shall be addressed to:

**The Hony. General Secretary,
ASEB Sports Club,
Bijulee Bhawan, Paltanbazar,
Guwahati – 781001, Assam.
e-mail: asebsportsclub@gmail.com**

1.8.5 If the envelopes are not sealed and marked as instructed above, the Club assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

1.8.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

1.9 Proposal Due Date

1.9.1 Proposal should be submitted before 14:00 hours IST on the Proposal Due Date at the address mentioned above under Clause 1.8.4.

1.9.2 The Club may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with relevant Clause uniformly for all Bidders.

1.9.3 Bids received by the Club after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

1.10 Rejection of Proposals

1.10.1 The Club reserves the right to accept or reject all or any of the Proposals without assigning any reason thereof whatsoever. It is not obligatory for the Club to accept any Proposal or to give any reasons for their decision.

1.10.2 The Club reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

1.10.3 Proposals will not be accepted if document fee in the form DD payable at Guwahati is not submitted in a separate envelope with the bid document.

1.11 Validity of Proposals

1.11.1 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date subject to the conditions prescribed in bid document. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Club.

1.12 Confidentiality

1.12.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Club in relation to or matters arising out of, or concerning the Bidding Process. The Club will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Club may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority of the Club.

1.13 Correspondence with the Bidder

1.13.1 The Club shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

1.14 Bid Security

1.14.1 The Bidder shall furnish EMD amount of Rs. 25,000/- (Rupees Twenty Five Thousand) only with the Proposal. EMD amount of the successful bidder shall be retained as a Bid Security

in the form of a DD/BG issued by a Nationalized/Scheduled Bank in India, drawn in favour of ASEB Sports Club payable at Guwahati. The Club shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 1.14.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Club as non-responsive.
- 1.14.3 The Bid Security of unsuccessful Bidders will be returned by the Club, without any interest, as promptly as possible on acceptance of the Proposal of the successful Bidder or when the Bidding process is cancelled by the Club. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s).
- 1.14.4 The Successful Bidder's Bid Security will be retained as a part of the performance security.
- 1.14.5 The Bid Security shall be forfeited and appropriated by the Club as damages payable to the Club for, inter alia, time, cost and effort of the Club without prejudice to any other right or remedy that may be available to the Club hereunder or otherwise, under the following conditions:
 - a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in relevant Section of this RFP;
 - b. If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;
 - c. In the case of successful Bidder, if it fails within the specified time limit – to sign the Service Agreement.

1.15 Modification/substitution/withdrawal of Proposals

- 1.15.1 No Proposal shall be modified, substituted, or withdrawn by the Bidder.

2. EVALUATION OF PROPOSALS

2.1 Method of Selection

- 2.1.1 Method of Selection shall be QCBS. The bidders competence and capability is proposed to be established by the following parameters:
 - a. Bidder Responsiveness.
 - b. Technical Experience.
 - c. Financial Capability factor in terms of turnover.
- 2.1.2 Bidder meeting all the criteria only will be qualified for future evaluation of the proposal.

2.2 Opening and Evaluation of Proposals

- 2.2.1 The Outer Envelope and Envelope 1 & 2 shall be opened by the Club on the prescribed date and time as mentioned above, at the office of the ASEB Sports Club or any other place notified in due course of the Bidding process in the presence of the Bidders who choose to attend.
- 2.2.2 The Club will subsequently examine and evaluate the Proposals in accordance with the provisions set out in relevant Sections.
- 2.2.3 To facilitate evaluation of Proposals, the Club may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2.3 Tests of responsiveness

- 2.3.1 The Club shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a. It is received in accordance with relevant Clauses of the bid document.
 - b. It is received by the Proposal Due Date including any extension thereof.
 - c. It is signed, sealed, in bound booklet and marked as stipulated in the bid document.

- d. It is accompanied by the EMD as specified in bid data sheet.
 - e. It is accompanied by the Power of Attorney as specified in Appendix – III.
 - f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified).
 - g. It does not contain any condition of qualification.
 - h. It is accompanied by a Processing Fee in accordance with datasheet.
- 2.3.2 Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

2.4 Evaluation of Technical Proposals

- 2.4.1 **Eligibility Criteria:** For the purpose of this RFP the applicant shall be evaluated on the following:
- a. The bidder should be Architectural Consultants registered with Council of Architecture, India those have been offering work value of similar Consultancy Services in preparation of DPRs of Sports Complex as per IS Specifications and National Building Code 2016 in the preceding five financial years during April, 2014 to March, 2019. (Certificate from the Client not below the rank of Executive Engineer should be enclosed).
 - b. Bidder should have extensive experience as a consultant of sports infrastructure projects such as Cricket, Football, and Hockey stadiums etc. (Complete Projects) with a minimum seating capacity of at least 25,000 in last five years. A copy of work order & completion certificates shall have to be submitted with the proposals.
 - c. The Consultant should have completed B. Arch or B.E/B.Tech in Civil Engineering from a recognized institution.
 - d. Firm should be registered as consultancy firm for more than 10 years.
- 2.4.2 **Financial Capability:** The bidders should have average annual turnover of not less than Rs. 50 Lakhs in the last five financial years. This evidence must be shown by the bidders in the technical proposals supported with audited financial statements/balance sheet. Turnover from other than relevant consultancy charges shall not be entertained.
- 2.4.3 The technical proposals of only those bidders, who qualify in the above mentioned qualifying stage (Clause 2.4.1 & 2.4.2), shall be opened. The technical evaluation criteria for selection of consultant will be as per the prescribed format (Appendix – I).
- 2.4.4 Bidders shall have to make Powerpoint presentation before the authorities of the Club on the date, time and venue notified by the Club in due course of the bidding process. Bidders obtaining at least 70 marks out of 100 marks in the technical proposal shall be eligible for financial proposal to be opened.

2.5 Evaluation of Financial Proposals

- 2.5.1 Under Quality and Cost Based Selection (QCBS) method to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and an Estimated Total Price (ETP) will be determined. The Financial Proposal with the lowest ETP will receive the maximum score of 100 marks. The score for each other Financial Proposal will be inversely proportional to its ETP and will be computed as follows:
- a. $S_f = 100 \times F_m / F$ where:
 - b. S_f is the financial score of the Financial Proposal being evaluated,
 - c. F_m is the ETP of the lowest priced Financial Proposal,
 - d. F is the ETP of the Financial Proposal under consideration.

2.6 Ranking of proposals

- 2.6.1 Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying a weight of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Bidder.
- 2.6.2 The highest ranked Bidder based on the cumulative technical and financial evaluation ranking will be invited for negotiations.

2.7 Contacts during Proposal Evaluation

- 2.7.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Club makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Club and/or their employees/representatives on matters related to the Bids under consideration.

2.8 Required qualification and experience of key personnel's

- 2.8.1 All the key personnel's shall be B. Arch or B.E/B.Tech in Civil Engineering from a recognized institution. They should have at least 15 years of working experience in the relevant field.

2.9 Miscellaneous

- 2.9.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 2.9.2 The Club, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. Retain any information and/or evidence submitted to the Club by, on behalf of, and/or in relation to any Bidder; and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.9.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Club, its representatives, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3. SCOPE OF SERVICE

3.1 The scope of services for the full assignment is listed below:

- 3.1.1 Detailed master planning, architectural design and site development and landscaping including all relevant structural design, design of all electrical, mechanical, plumbing, HVAC, sanitation and other relevant services, and design of all relevant "Green Building elements".
- 3.1.2 Design of all interiors including all furnishing and fittings, and all special purpose interiors as per the requirement of the Club.

- 3.1.3 Preparation of technical specifications and bills of quantities (BoQs) for all building works (which includes civil, electrical, mechanical, plumbing, HVAC services).
- 3.1.4 Preparation of technical specifications and BoQs for all site development and landscape works (which includes civil, electrical, mechanical and plumbing services).
- 3.1.5 Preparation of technical specifications and BoQs for all equipment to be installed inside and outside the building (which includes electrical, mechanical, HVAC, “green” services equipment and as per the requirement of the Club).
- 3.1.6 Preparation of technical specifications and BoQs for all interior works (which includes all fittings and furnishing, acoustic services, special purpose interiors and as per the requirement of the Club).
- 3.1.7 Preparation of acceptable tender/bid documents.
- 3.1.8 Provide necessary assistance to the club during bid evaluation. **(Optional)**
- 3.1.9 Provide 3D Model of the proposed Sports Complex. **(Optional)**
- 3.1.10 Provide comprehensive supervision during construction and defects liability periods (including provision of working drawings and instructions to all the contractors; periodic supervision, quality assurance and coordination of works, installation or supplies; verification of all bills from contractors, and recommendation to the Club for payments against the bills from contractors). **(Optional)**
- 3.1.11 Provide support for services including obtaining necessary statutory approval for the Structure and the campus; preparation of as-built drawings, issuance of completion/occupancy certificates from all regulatory authorities; and preparation of a completion report. **(Optional)**

3.2 Expulsion/Alteration of Scope of Services

- 3.2.1 The Club shall have the liberty to postpone or not to execute any work and consultant shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the consultant up to the stage of services then in progress.
- 3.2.2 The Club may, at any stage, shall have the liberty to reduce, change or expand the scope of services. Any such increase or decrease in the scope of services would lead to upward or downward revision (as the case may be) of the fees payable as decided by the Club.

3.3 Sports Complex Design Requirements

- 3.3.1 **Design Objectives:** The master plan of the Sports Complex and allied facilities should be able to respond to the aims and functions of the Club and should have a vibrant character of built and open spaces that encourages the requirements of promotion and development of football and footballers especially including other sporting activities and also provide contemporary facilities and conveniences to the players and the spectators during any International/National football match. The master plan of the Sports Complex and allied facilities should be a contemporary/futuristic work of architecture that would resonate with the global footballing development; but at the same time should be appropriate to the local/regional context. The master plan of the Sports Complex and allied facilities should have the highest standards as an environmentally responsive structure, should be respectful to the ambience and built heritage of the campus.
- 3.3.2 **Estimated Cost:** The estimated cost of the entire Sports Complex premises (including all services, all elements of “green building”, site development and landscaping, all roads, high masts as per the requirement of the game at International level, furnishing, fittings and interior treatments, all inclusive) shall be established as per the construction standards appropriately required for similar development.

- 3.3.3 **Design Principles and Standards:** The Sports Complex should have innovative design, process and operational aspects for energy efficiency and cost effectiveness. The building design and construction strategies should be such so as to complete the construction, and simultaneous completion of the furnishing and interior works within 3 months from the start. The applicable design principles and standards are listed below:
- a. Functional and spatial legibility, usability, efficiency and aesthetics of various components of the design.
 - b. Adherence to relevant IS Specifications and National Building Code 2016, Local building bye laws and development regulations of FSI, ground coverage, with all necessary measures of disaster management and any other controls as applicable.
 - c. Response to local climatic conditions in building and site planning ensuring, maximum natural lighting and ventilation; solar passive design; minimization of energy requirements for air-conditioning, heating, lighting services, ventilation; using fittings and materials to save energy; and maximum generation (and use) of solar energy as part of the essential services in the structures.
 - d. Ensuring minimum land disturbance within the site and its surrounding (including during construction), efficient storm water drainage, adequate segregation of pedestrian and vehicular traffic.
 - e. Protection and creative use of all existing vegetation to the fullest.
 - f. Incorporation of all applicable national operation safety norms and standards including full compliance to the occupational safety requirements of public stadiums of similar nature.
 - g. Incorporation of the principles of universal design to maximize accessibility for all people.
 - h. Healthy indoor environmental quality, wherever applicable, that provides a comfortable indoor environment (light/temperature/ventilation) that supports the productivity and well-being of conducting indoor activities as well as productivity and well-being of the occupants.
 - i. High water efficiency of the building and the services including economy of distribution, usage and discharge of water; maximum conservation and reuse of water; incorporation of waste water treatment techniques, rain water harvesting, water efficient landscaping.
 - j. Efficient and proper disposal of waste (including solid, liquid, gaseous wastes), preventing contamination of soil, water and air of the site and its surroundings.
 - k. Efficient use of building materials and appropriate building technologies to satisfy the aims of high levels of energy efficiency, use of durable and renewable materials to reduce life-cycle costs. Limiting direct and indirect environmental impacts, use of building materials and products that are extracted and manufactured locally.
- 3.3.4 **Special Design Requirement:** The Stadium is to host various International/National sports events and should be designed to the highest levels of occupational safety, including the standards mentioned below:
- a. The protective measures should include a rational layout and separation of areas, efficient systems for ventilation and plumbing, adherence to the norms and rules of safety.

- b. Design should incorporate a system for transporting, receiving, storing and accounting and the prediction of possible accidents and the development of contingency plans to deal with such accidents.
- c. Designs should include facilities for management (handling, storage and transport) of wastes.
- d. Facilities should ergonomically adapt to specific research activities making them healthy, highly flexible and efficient places of work.

3.3.5 **Space Requirements and Area Program:**

a. Requirements:

- Astro Turf Football Playground
- Natural Gallery along the longer sides of the playground with excellent view of the playground along with walking zone.
- Multi storied buildings with all modern amenities along the shorter sides of the playground with gallery facing the playground having excellent view for the spectators.
- Roof over gallery on the shorter sides of the playground.
- Adequate Lift facilities
- Wide Concourses, Ramps & Stairs to ensure Safe exit from stadium within 8 minutes.
- Proper Drainage System
- Area for player benches
- Medical/First Aid room with Physiotherapy area & Dope Test Centre
- Gymnasium
- Indoor game facilities to conduct Volleyball, Badminton, Table Tennis etc.
- Administrative office
- Conference halls
- VVIP lounge & Viewing Gallery with suitable furniture
- Separate lounge & Viewing Gallery for high class ticket holders
- Team lounge area
- Dedicated Seating area for Administrative staff and family with Lounge
- Equipment store rooms
- Fully furnished rooms with lockers, racks etc. for the home team to accommodate 25 players and dedicated suites to accommodate 4 officials.
- Separate dressing rooms for participating teams and officials (Separate for male & female).
- Dormitories for lodging facility of the visiting teams.
- Deluxe rooms
- Luxury Suites
- Adequate toilet facilities (Separate for male & female) covering entire area of the complex
- Kitchen and Dining area
- Ticket sales counter
- Cafeteria/Restaurants with refreshment area
- Media centre, Press box
- Commentary box
- Audio Video broadcasting control room

- Vehicle Parking zone for Media/Audience/Staff/VIPs
- Club House with Club Museum, Hall of Fame etc.
- Community Hall
- Modular Stage for Flash interview, Post match presentation
- Lodging facility for the staff/Housekeeping of the Sports Complex
- Modern Flood Light facility
- Built in Sound System
- Digital Display for spectacular advertisements
- Sealed boundary with dedicated entrance having security check points & security cabins
- Rented Shops (for sports equipment store, stationaries, pharmacy, juice bar, laundry, coffee & snacks shop etc.)

b. The consultant has to inspect the site and access the ground reality and prepare the DPR. The DPR shall be prepared according to APSS and standard data with current SSR. For non-covered SSR items, get the competitive quotations from reputed firms and adopt the rates in the estimates.

c. The consultant shall prepare the NIT; Tender schedules for the work proposed under DPR and evaluate the tenders as per rules in force. The consultant has to engage necessary senior and experienced technical persons during execution of works for guidance. The consultant has to prepare and submit necessary structural Drawings, Designs, bar bending schedules, plans etc.

d. The consultant has to quote the tender rate inclusive of all above; no extra payment will be made.

3.3.6 **Deliverables:** The Consultant shall prepare and submit as and when required by the Club, the following:

Sl. No.	Description	Deliverables
1	Conceptual Design, Design Brief and feasibility report, Master plan etc.	1 hard copy and 1 soft copy
2	Details Project Report including Schematic Design, Cost Estimates etc.	1 hard copy and 1 soft copy
3	Tender Documents	1 hard copy and 1 soft copy
4	3D Model as per master plan and significant structures, their architecture drawings etc. of all	Optional
5	Working drawings + Construction detail drawings	Optional
6	As built drawings	Optional

4. GENERAL CONDITIONS OF CONTRACT

4.1 Payment Terms

4.1.1 The payments are as under which may be revised as per requirement and shall be shown in the work order. Order of activities may also be changed as per project need. Before starting any activities as given below, consultant has to seek clearance from concern authorities of the Club and report shall be submitted after due verification by the officer in-charge.

Sl. No.	Description	Payment Percentage
1	Submission of Conceptual Design, Design Brief and feasibility report, Master-plan etc.	20 %
2	Submission of draft Detail Project Report including Schematic Design, Cost Estimates etc.	40 %
3	Submission of Tender Documents (including drawings & detailed Estimates of all components of the scheme).	40 %
4	Necessary assistance to the club during bid evaluation	Optional/Additional
5	Submission of 3D Model	Optional/Additional
6	Supervision during construction of work progress at site	Optional/Additional
7	Support for project completion services	Optional/Additional

4.2 Definitions

- 4.2.1 The “Club” or “Client” means ASEB Sports Club, the issuing authority of this RFP.
- 4.2.2 The “Bidder” means the person(s), partnership(s) or company(ies) who participates in this RFP.
- 4.2.3 The “Bidder’s Representative” means the person named in relevant Section who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- 4.2.4 The “Bidder’s Personnel” means any person instructed pursuant to this Contract to undertake any of the Bidder’s obligations under this Contract, including the Bidder’s employees, agents and sub-Bidder.
- 4.2.5 “Sub-Bidder” means any natural person, private or government entity, or a combination of the above, to which any part of the Services is subcontracted by the Bidder.
- 4.2.6 “Joint Venture” means a Bidder which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Bidder’s obligations under the Contract.
- 4.2.7 The “Client’s Representative” means any entity appointed by the Client to act on the Client’s behalf with regard to procurement and/or management of this Contract.
- 4.2.8 The “Equipment” is defined as a tangible, non-expendable property having an anticipated life of two years or more with a unit acquisition cost of Rs. 10,000/- or greater. Equipment includes, but is not limited to, computers, other electronic items, furniture, scientific apparatus, machinery, reference material, vehicles, as may be required for the implementation of the Services, which the Bidder cannot reasonably be expected to provide, and which are financed or provided by the Client for use, by the Bidder.
- 4.2.9 The “Financial Limit” refers to the amount specified in relevant Section and is the maximum amount payable by the Client under this Contract.
- 4.2.10 The “Services” means the services set out in the Terms of Reference (Scope of services).
- 4.2.11 The “Software” means the software designed and developed by the Bidder or the Bidder’s Personnel, and includes the source code and object code along with associated documentation, which is the work product of the development efforts envisaged in the Terms of Reference. It does not include commercial off-the-shelf licensed software (except for the customization components of such products).
- 4.2.12 The “Project Officer” means the person named in relevant Section who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- 4.2.13 The “Contract Officer” means the person named in relevant Section who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.

- 4.2.14 "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- 4.2.15 "Contract Price" means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 4.2.16 "Contract" means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 4.2.17 "GCC" means General Conditions of the Contract.
- 4.2.18 "SCC" means the Special Conditions of Contract.
- 4.2.19 "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- 4.2.20 "Control" means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

4.3 Interpretation

- 4.3.1 In the event of any inconsistency between the Form of Contract, these General Conditions and the Special Conditions, the Special Conditions shall prevail.
- 4.3.2 The Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 4.3.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.
- 4.3.4 All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in relevant Section.

4.4 Obligations of the Bidder

- 4.4.1 The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 4.4.2 Joint venture is permitted in this contract with maximum of 2 parties.

4.5 Personnel

- 4.5.1 All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.
- 4.5.2 No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in relevant Section of this Contract without prior written consent of the Client.
- 4.5.3 If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5.4 The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.
- 4.5.5 Bidder to submit an undertaking stating that the full time Bidder engaged on this contract will not be deployed on any other assignments.

4.6 Sub-Bidder

- 4.6.1 The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.
- 4.6.2 If, having obtained the Client's consent, the Bidder sub-contracts any of its obligations, the sub contract shall:
- a. provide that payments due to the sub-Bidder shall be made within 15 days from receipt of funds from the Client; and
 - b. Include rights for the Bidder and obligations for the sub-Bidder to ensure that the Client's rights to require replacement of personnel and the Client's rights and the Bidder's obligations as set out in relevant Clause (inclusive) can be enforced against the sub-Bidder.

4.7 Disclosure of Information

- 4.7.1 The Bidder and the Bidder's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

4.8 Intellectual Property Rights

- 4.8.1 Subject to relevant Clause, all intellectual property rights in material (including but not limited to reports, data, designs whether or not electronically stored, including the Software) specially developed by the Bidder or the Bidder's Personnel for the Client or pursuant to the performance of the Services commissioned by the Client, shall be as per Council of Architecture norms.

4.9 Confidentiality

- 4.9.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
- a. Information that is already known to third parties without breach of this Contract; and
 - b. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

4.10 Access and Audit

- 4.10.1 The Bidder shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Bidder shall keep the Records throughout the duration of this Contract and for seven years following its termination.
- 4.10.2 The Bidder shall upon request provide the Client or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The Bidder shall co-operate fully in providing to the Client or its representative's answers to such enquiries as may be made about the Records.
- 4.10.3 Where it is found by the Client that any overpayment has been made to the Bidder, the Bidder shall reimburse the Client such amount within 28 days of the date of the Client's written demand.

4.11 Corruption, Commission and Discounts

4.11.1 The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:

- a. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of any contract or for showing or for bearing to show favour or disfavour to any person or entity in relation to any contract; or
- b. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

4.11.2 Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

4.12 Conflict of Interest

4.12.1 Neither the Bidder nor any of the Bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

4.12.2 The Bidder and the Bidder's Personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

4.13 Insurances

4.13.1 The Bidder shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

4.13.2 At the request of the Client, or its representatives, the Bidder shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

4.14 Indemnity

4.14.1 Except where arising from the negligence of the Client or Client's employees, the Bidder shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

4.15 Payments

4.15.1 Subject to the Client being satisfied that the Bidder is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

4.15.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been an unreasonable delay without client's approval, an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

4.15.3 Should the Client determine after paying for a particular Service that the Service has not been completed satisfactorily, the Client may recover, or withhold from further payments, an amount not exceeding that previously charged for that Service until the unsatisfactory Service is remedied to its satisfaction.

4.16 Taxes and Duties

4.16.1 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.

4.16.2 If any tax exemptions, reductions, allowances or privileges are available to the Bidder in India, the Client shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.

4.17 Force Majeure

4.17.1 Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

4.17.2 From the date of receipt of notice given in accordance with relevant Clause, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ('the Suspension Period') or terminate this Contract forthwith.

4.17.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

4.18 Suspension or Termination without Default of the Bidder

4.18.1 The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Bidder and giving the reason(s) for such suspension or termination.

4.18.2 Where this Contract has been suspended or terminated pursuant to relevant Clause, the Bidder shall:

- a. take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
- b. Provide to the Client, not more than 60 days after the Client notifies the Bidder of the suspension or termination of this Contract an account in writing, stating:
 - any costs due before the date of suspension or termination;
 - any costs incurred by the Bidder after the date of suspension or termination, which the Bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

4.18.3 Subject to the Client's approval, the Client shall pay such amount to the Bidder within 30 days of receipt from the Bidder of an Invoice in respect of the amount due.

4.19 Suspension or Termination with Default of the Bidder

4.19.1 The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.

4.19.2 Where this Contract is suspended under relevant Clause 4.19.1 and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

- 4.19.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- a. the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b. the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of relevant Clause of this Contract; or
 - c. the Bidder is an individual or a partnership and at any time:
 - becomes bankrupt; or
 - is the subject of a receiving order or administration order; or
 - makes any composition or arrangement with or for the benefit of the Bidder's creditors; or
 - makes any conveyance or assignment for the benefit of the Bidder's creditors; or
 - d. the Bidder is a company and:
 - an order is made or a resolution is passed for the winding up of the Bidder; or
 - a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
 - e. The Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 4.19.4 Where this Contract is terminated in accordance with this Clause, the Bidder shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

4.20 Variations

- 4.20.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled "Contract Amendment No.". Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in relevant Section.
- 4.20.2 Notwithstanding anything mentioned in relevant clause the client reserves the right to make any alterations/amendments to the terms of the contract including the "Terms of reference"/Period of Contract in furtherance of or to be in conformity with any relevant Government note/guidelines/notification or any other statutory/quasi statutory instrument in the nature of the aforementioned; which is/are brought in force during the subsistence of the contract. Any amendment shall only be for the stated purposes and due notice will be given by the client.

4.21 Assignment

- 4.21.1 The Bidder shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

4.22 Limit of Liability

- 4.22.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Bidder or the Bidder's Personnel the Bidder's liability under this Contract shall be subject to the amount of the Financial Limit.

4.23 Retention of Rights

4.23.1 Relevant clauses listed under relevant Section shall continue in force following the termination of this Contract.

4.24 Law and Jurisdiction

4.24.1 This Contract shall be governed by and interpreted in accordance with the laws of Republic of India. The Courts in Guwahati shall have exclusive jurisdiction with respect of the award of Contract and execution of the Contract.

4.25 Amicable Settlement

4.25.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Courts in Guwahati.

4.25.2 The decision of the arbitrator shall be final and binding on both Parties.

4.25.3 The place of arbitration shall be at Guwahati.

(APPENDIX – I)
TECHNICAL EVALUATION CRITERIA

Sl. No.	Evaluation Criteria	Points
A	FULL TIME KEY PERSONNEL ENGAGED IN CONSULTING	20
1	Team Leader	10
2	Architect	5
3	Structural Engineer	5
B	FIRM EXPERIENCE	45
1	The consultant should have experience of Designing stadium with all ancillaries for Football/Cricket/Hockey Stadium with seating capacity of 25000 spectators and above. Relevant work experience of five projects will score 15 marks. Relevant work experience for one additional project will score 2.5 marks per project to the ceiling of maximum 15 marks.	30
2	The consultants having other sports related infrastructure work such as indoor games, Swimming pools, Skating rink, club house etc. 2 marks per project will be awarded up to a ceiling of maximum 10 marks	10
3	Having overseas experience in sports infrastructure related projects	5
C	DESIGN CONCEPT AND METHODOLOGY	35
1	Understanding of the projects	5
2	Methodology, Work Plan, Space Management & innovativeness	10
3	Powerpoint presentation of the proposal	20

(APPENDIX – II)
LETTER OF PROPOSAL

[On the Letter head of the Applicant]

Date:

To

The Hony. General Secretary
ASEB Sports Club,
Bijulee Bhawan, Paltanbazar,
Guwahati – 781001, Assam.

Sub.: Proposal for Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, 3D Printouts of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam.

Ref.: RFP No. ASEBSC/Sports Complex/2019-20/3 Dated 27.12.2019

Dear Sir,

1. With reference to the above, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. I/We shall make available to the Club any additional information it may find necessary or require to supplement or authenticate the bid.
4. I/We acknowledge the right of the Authority to cancel the bidding process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We understand that only a single Consultant will be selected against the RFP mentioned above.
6. I/We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Club.
8. I/We do not have any conflict of interest in accordance with the provision set out in the RFP document.
9. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice, as defined in relevant Clause of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Club or any other public sector enterprise or any government, Central or State.

10. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of relevant Clause of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. I/We declare that we are not a Member of any other firm submitting a Proposal for the Project.
12. I/We certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.
15. In the event of my/our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.
16. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and General Conditions of contract.
17. I/We offer an EMD of Rs. 25,000/- (Rupees Twenty Five Thousand) only to the Club in accordance with the RFP Document.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully

(Signature of the Authorized signatory)

Date:

(Name and designation of the Authorized signatory)

Place:

(Official seal of Bidder)

(APPENDIX – III)

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, we, (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____, Son/Daughter/Wife of _____ and presently residing at _____, who is presently employed with us/and holding the position of _____, as our true and lawful attorney (herein after referred to as the "Attorney") 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 "Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, 3D Printouts of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam." issued by ASEB Sports Club (the "Club" or "Client") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Club, representing us in all matters before the Club, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Club in all matters in connection with or relating to or arising out of our Proposal for the said Proposal and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Club.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 _____, 2019.

For Signature

(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

[Notarized]

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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and 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 Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

(APPENDIX – IV)
COMPANY/FIRM PROFILE

1. Name of the Firm:
2. Nationality:
3. Address:
 - Registered Office:
 - Head Office:
 - Contact No.:
 - Mobile:
 - E-Mail:
 - Website:
4. Year of Incorporation/Registration:
5. Constitution:
 - Individual
 - Sole Proprietorship Concern
 - Partnership Firm
 - Public Limited Company
 - Private Limited Company
 - NGO
6. If Partnership firm, names of the partners/If Company, name(s) of the Director(s)/If NGO, names of key personnel:
7. Is the Individual/Sole Proprietor/any Partner/Director of company/Key Personnel of NGO
 - Dismissed Government Servant
 - Removed From Approved list of Contractors
 - Demoted to a lower class of contractors
 - Having business banned/suspended by any government in the past
 - Convicted by a court of law
 - Member of Parliament or any State legislative Assembly
8. Name of Authorized Signatory for the assignment and Nationality:
9. Place of Business:
10. Full time Technical Staff in Applicant's employment:

Certificates

- I/we (including all partners) certify that I/we have read the terms of condition of the RFP for Consultancy Services for Preparation of DPR of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam as amended up to date and shall abide by them.
- I/we certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong I am/we are liable to be debarred.

Name & Signature of Applicant(s)

(APPENDIX – V)
ANNUAL FINANCIAL TURNOVER OF PROFESSIONAL CONSULTANCY FEES

Sl. No.	Financial Year	Amount (INR)
1	2014 – 15	
2	2015 – 16	
3	2016 – 17	
4	2017 – 18	
5	2018 – 19	
Average Annual Turnover:		

N.B.: Attested Copy of Audited Balance Sheets and Income Tax Return (along with statement of income) for above mentioned years needs to be submitted along with this form.

(APPENDIX – VI)
PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below:

Project Name:	
Location of Project:	
Name of Client:	
Address of Client:	
Project Start date (month/year):	
Project Completion date (month/year):	
Approximate value of services:	
No. of staff provided by your firm:	
No. of staff months provided by your firm:	
Name of Associate Firm:	
No. of months of professional staff provided by Associate Firm:	
Narrative description of Project (Include the following information): <ul style="list-style-type: none">• Project Brief• Project cost• Current status	
Description of actual services provided by Your Staff:	
Name of Senior Staff of your firm involved and functions performed:	

The Project Data Sheets should necessarily be accompanied with copies of work orders/advisory services agreements/service certificates from clients/independent auditor as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

(APPENDIX – VII)
CURRICULUM VITAE (CV) OF PROPOSED KEY STAFF

Basic Information

Name of the Staff:	
Nationality:	
Profession:	
Years of experience with the Firm:	
Area of Specialization:	
Proposed Position in the Team:	

Key Qualification

Project Details	Degree of responsibility/ Experience

Education

Degree	Name of Institute	Year of Passing

Experience Details

Position Held:	
Duration:	
Location:	
Types of activities performed:	
Names of relevant projects handled:	
Client References:	

Languages Known

Language	Read	Write	Speak

Declaration

I, the undersigned, do hereby declare that the above particulars are true to the best of my knowledge and belief. Further, I understand that if any of the above particulars is found false will lead to Suspension or Termination of the contract automatically.

Date:

Place:

Signature of the Key Staff

(APPENDIX – VIII)
TECHNICAL PROPOSAL

The Technical Proposal shall set out the Approach and Methodology proposed for the Project and shall comprise:

- Project Appreciation
- Team deployment details for the project including details of team member and their expertise.
- Methodology for Space Planning.
- Methodology of Project Management Consulting.

(APPENDIX – IX)
FINANCIAL PROPOSAL

[On the Letter head of the Applicant]

Date:

To

The Hony. General Secretary
ASEB Sports Club,
Bijulee Bhawan, Paltanbazar,
Guwahati – 781001, Assam.

Sub.: Financial Proposal for Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, 3D Printouts of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam.

Ref.: RFP No. ASEBSC/Sports Complex/2019-20/3 Dated 27.12.2019

Dear Sir,

Having gone through this RFP document and the General Conditions of contract and having fully understood the scope of services for the Project as set out in this RFP, I am/we are pleased to inform you that I/we would charge as mentioned below: (inclusive of all taxes and out of pocket expenses, site visits, travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services envisaged in this RFP document and General Conditions of contract)

Scope of Services	Price
Consultancy Fees (Scope of services: 3.1.1 to 3.1.7):	
Necessary assistance during bid evaluation (Optional/Additional Scope of service: 3.1.8)	
Submission of 3D Model (Optional/Additional Scope of service: 3.1.9)	
Supervision during construction of work progress (Optional/Additional Scope of service: 3.1.10)	
Support for project completion services (Optional/Additional Scope of service: 3.1.11)	

I/We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. I/We hereby declare that there shall be no deviations from the stated terms in the RFP Document.

Yours faithfully

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Date:

Place:

(Official seal of Bidder)

(APPENDIX – X)
STANDARD CONTRACT DOCUMENT

CONTRACT FOR: Consultancy Services for “Preparation of Detailed Project Reports (DPR) including Detailed Planning of Site Development, Preparation of Detailed Structural Design, Engineering along with Architectural Working Drawings, Design Services, Layout Plans of CCTV Surveillance, Mechanical Lifts, Firefighting, Electrical, Plumbing, HVAC, Work wise Detailed Estimates, Work wise BoQs, Power Point Presentation, Printouts & 3D Model of proposed Sports Complex of ASEB Sports Club at CTPS Campus, Chandrapur, Assam.”

CONTRACT NUMBER: ASEBSC/Sports Complex/2019-20/3 Dated 27.12.2019

This Contract is made between **ASEB Sports Club** (hereinafter referred to as the ‘**Club**’/‘**Client**’)

AND

[**Name of Bidder** – this should be the lead firm in case of association. In case of JV, all partners should be mentioned] (hereinafter referred to as the ‘**Bidder**’) [Insert the name of the Bidder’s representative and communication address of the Bidder]

ON

this day of _____, 2019.

WHEREAS:

- A. the Club/Client requires the Bidder to provide the services as defined in relevant Section of RFP (‘the Services’); and
- B. the Bidder has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. **Documents:** This Contract comprises the following documents:
 - a. INSTRUCTIONS TO THE BIDDERS
 - b. EVALUATION OF PROPOSALS
 - c. SCOPE OF SERVICE
 - d. GENERAL CONDITIONS OF CONTRACT
 - e. APPENDICES

This Contract constitutes the entire agreement between the Parties in respect of the Bidder’s obligations and supersedes all previous communications between the Parties.

2. **Contract Signature:** If the Original Standard Contract Document is not returned to the Contract Officer duly completed, signed and dated on behalf of the Bidder within 30 days of the date of signature on behalf of the Client, the Client or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void. No payment will be made to the Bidder under this Contract until a copy of the Standard Contract Document, signed on behalf of the Bidder, is returned to the Contract Officer.

3. **Commencement and Duration of the Services:** The Bidder shall start the Services on **[insert start date]** ('the Start Date') and shall complete them by **[insert end date]** ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.
4. **Financial Limit:** Payments under this Contract shall not, in any circumstances, exceed **[insert total amount in numbers and words]** inclusive of all applicable government taxes – national and state, as applicable ('the Financial Limit').
5. **Time of the Essence:** Time shall be of the essence as regards the fulfilment by the Bidder of its obligations under this Contract.

For and on behalf of Client

Name:

Date:

Designation:

For and on behalf of Bidder

Name:

Date:

Designation:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address: