

Ref: RFP No.....

# INVITATION FOR REQUEST FOR PROPOSAL (RFP) FROM REPUTED ARCHITECTURAL FIRMS FOR PROVIDING CONSULTANCY SERVICES FOR

## "REDEVELOPMENT/REPAIR OF FOOTBALL HOUSE AT

SECTOR-19, DWARKA, NEW DELHI"

CRITICAL TIMELINES				
Publication of RFP document	19 October' 2023			
Pre-Bid Meeting	30 October' 2023; 12:00 HRS			
Last date for submitting bids	10 November 2023; 17:00 HRS			
Evaluation of Bids and Selection of Service Provider	TBN			



## **DISCLAIMER**

- This Request for Proposal ("RFP") is being published to enable reputed Architectural Firms ("Bidders") to participate in the selection process (as defined later in this document) for providing Consultancy Services for "Redevelopment/Repair of Football House at Sector-19, Dwarka, New Delhi ("Project")
- 2. The information contained in this RFP or subsequently provided to Bidders, whether verbally or in documentary or any other form by All India Football Federation (AIFF) ("Authority") or any of its employees, consultants or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is or may be provided.
- 3. This RFP is not an agreement and is neither an offer nor invitation by the Authority 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 Bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. 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 Authority, its employees or consultants or advisers to consider the objectives, expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 and information contained in this RFP and obtain independent advice from appropriate sources.
- 4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 5. The Authority, its employees and advisers 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, reliability or completeness 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 in this Selection Process.
- 6. The Authority 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.
- 7. The Authority may in its absolute discretion, but without being under any obligation to do so,

amend or supplement the information, assessment or assumption contained in this RFP.

- 8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Bidder for the Services and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- 9. 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 Authority 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 Authority 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 Selection Process.
- 10. It shall not be assumed by any prospective Bidders that there shall be no deviation or change in any of the information mentioned herein pertaining to requirements or terms of reference or scope of services. While this document has been prepared in good faith, neither AIFF nor any of their employees, consultants or officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by AIFF and any of its employees, consultants or officers even if any loss or damage is caused by any act or omission on the part of AIFF or any of its employees, consultants or officers, whether negligent or otherwise.
- 11. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of AIFF. AIFF or any of its respective officers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
- 12. Accordingly, interested applicants should carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein.

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#### BACKGROUND

All India Football Federation ("AIFF") having its principal office at Football House, Sector 19, Phase 1, Dwarka, New Delhi - 110075 is the National Governing Body of Football in India. It is a member of FIFA, the international governing body of football and affiliated to the Asian Football Confederation and South Asian Football Federation. The AIFF manages, sanctions, conducts, schedules and runs all national level football tournaments and leagues in India.

#### 2. PROJECT OVERVIEW

- 2.1. All India Football Federation (AIFF) intends to appoint an Architectural Consultancy Firm for providing services as specified in detail in Scope of Service under General Conditions of Contract. Through this RFP, the Authority wishes to initiate the Selection Process for suitable Service Providers registered in India who are competent and eligible for providing the services as per the eligibility criteria mentioned in this RFP document.
- 2.2. The Authority invites proposals (the "Proposals" or "Bids") for selection of Architectural Firm through an open competitive bidding process in accordance with the procedure set out herein.
- 2.3. A detailed description of the objectives, scope of services and other requirements including the terms and conditions for providing services are specified in this RFP. In case a Bidder possesses the requisite experience and capabilities required for undertaking the assignment, it may participate in the Selection Process in response to this invitation. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP.

#### 3. ELIGIBILITY CRITERIA:

**A.** Joint-venture / consortia of firms / companies shall not be allowed and the bidders should meet the following criteria themselves.

#### B. Firm/Company's Experience:

i) The Firm/Company must be registered under Registrar of Firms/Registrar of Company and must be in practice of providing architectural services for more than 15 years. One of the Directors/Partners of the of the bidding firm/company must be registered with Council of Architecture (COA). The bidder shall submit company registration certificate and registration certificate as submitted with COA.

#### C. Past Work Experience:

- i) The bidder should have experience of having providing Architectural Consultancy services for successfully completed similar works during the last 7 years ending previous day of last date of submission of tenders.
- ii) Similar works shall mean Architectural Consultancy Services for Sports Complex, Sports Stadiums and Sports infrastructure etc. for central/state government/CPSUs/SPSUs/PSUs or any other Government agencies.

## D. Financial Strength:

- i. The Average annual financial turnover of the bidder must be at least 5.00 Crore during last three years. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
- ii. The bidders are required to upload and submit page of summarized Balance Sheet **(Audited)** and also page of summarized Profit & Loss Account **(Audited)** for immediate last three years.

#### 4. KEY PERSONNEL REQUIREMENT

The bidder must propose the following key personnel for the project, these key personnel may be either in house or as consultant:

Key Personnel	Minimum Educational Qualification	N o s	Experienc e (In yrs.)
Team Leader (In-house)	B. Arch and should be Registered with the Council of Architecture (COA) and should have experience of Sports Infrastructure Project.	01	20
Structural Engineer (In house or consultant)	Post Graduate degree in Structural Engineering	01	15
MEP Engineer (In house or consultant)	Degree in Electrical/Mechanical Engineering	01	10

#### 5. TECHNICAL EVALUATION CRITERIA:

The bidder (s) who qualify in the pre-qualification criteria shall be further evaluated based on the following parameters:

SI.	Criteria	Weightage
No.		
Α	Firm/Company's Experience	10
a.	The bidder having minimum 20 years' experience in providing architectural services will be awarded 3 Marks. Note: 0.5 additional mark (subject to maximum 2 marks) will be awarded for each additional year.	5
b.	The bidder must have a minimum of 20 architectural staff on its roll. Documentary proof is to be submitted by the bidder.	5
В	Past Work Experience	30
a.	The bidder must have provided consultancy services for at least 1 (one) similar work will be awarded 10 Marks.  Note: 5 additional mark (subject to maximum 20 marks) will be awarded for each additional completed similar work.	30
С	Financial Strength	15

a.	The bidder shown minimum 5.00 Cr i) The bidder have turnover during Marks; ii) The bidder have turnover during and iii) In between (i)	15				
D	Key Personnel		10			
a.	Team Leader	B. Arch and should be Registered with the Council of Architecture (COA).	5			
	Structural Engineer	Post Graduate degree in Structural Engineering	2.5			
	MEP Engineer	Degree in Electrical/Mechanical Engineering	2.5			
Е	Approach & Met	hodology	35			
	Understanding of appreciations and	10				
	Innovative sugge of the project, wo	10				
	Technical approa	15				
	Total Marks 100					

#### 6. SELECTION AND AWARD OF WORK:

The selection of bidder shall be based on QCBS i.e Quality and Cost Based Selection. The Financial bids of only those bidders will be opened who secure 75% & above marks in the technical evaluation criteria.

The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

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

In which Sf is the financial score, Fm is the lowest Financial Bid, and F is the Financial Bid under consideration. Bids will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 80:20 respectively.

The highest ranked bidder based on the cumulative technical and financial evaluation rankingwill be invited for negotiations and the rate will be finalised with the approval of AIFF and work shall be awarded to the bidder.

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#### **GENERAL CONDITIONS OF CONTRACT**

#### 1. Scope of Work

- a) AIFF shall provide the site Plan/Survey Plan or any other data required to the consultant. However, the consultant shall visit the site and carry out site assessment.
- b) The consultant shall carry out Topographical Survey, Soil Investigation Report or any other survey required for the project. The cost incurred towards the same shall be reimbursed by AIFF to the consultant as per actual.
- c) The Consultant shall carry out site survey including contours and preparation of site survey plan along with demarcation of contours with marking of all existing features on the allocated site and all relevant survey data required and the same shall be submitted to AIFF for review and approval.
- d) The consultant shall prepare Feasibility Study Report and submit the same to AIFF for review and approval.
- e) Prepare Master Plan showing contours, features, and services and facilities available, general layout, preliminary sketch, and design with drawing, giving details of useful areas, services areas, circulation area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved.
- f) Preparation of Detailed Project Report (DPR) including preparation of Conceptual architectural, structural, MEP and drawings sufficient to prepare Preliminary/rough Cost Estimate.
- g) Assist AIFF in obtaining approvals from the local statutory authorities.
- h) Prepare perspective views of the complete scheme as per requirement of the project/AIFF.
- i) The consultant shall prepare and submit tender document, drawings, preliminary cost estimate, bill of quantities etc. sufficient to call of contractor's bids.
- j) Assist AIFF during the scrutiny/evaluation of Contractors' Bids and Justification thereof.

#### 2. Mode of Payment:

SI.	Description	%age
No.		
1.	On Submission and Approval of Feasibility Report	20%
2.	On Submission and Approval of Master Plan	20%
3.	On Submission and Approval of Detailed Project Report (DPR) including preparation of Conceptual architectural, structural, MEP and drawings sufficient to prepare Preliminary/rough Cost Estimate.	40%
4.	On Submission and Approval of Tender Document, drawings, estimate etc.	15%
5.	On award of Contract to the Contractor/Construction Agency.	5%
	Total	1 00%

#### 3. Taxes and duties

a) The price quoted (contract price) by the bidder shall be exclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the Consultant in connection with execution of the contract.

#### 4. Performance Security/ Guarantee

- a) For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of AIFF from a Nationalized/Scheduled Bank to the extent of 5 % of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant, if any, shall be returned to the consultant after receipt of Performance Guarantee.
- b) The Bank Guarantee shall be in favour of All India Football Federation payable at New Delhi. The Bank Guarantee should be (in the prescribed format of AIFF as per Annexure-I issued from any Nationalized Bank /Scheduled Bank.
- c) The Performance Bank Guarantee shall be valid till the completion of project.
- d) It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- e) The performance security will be discharged by AIFF and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to AIFF and statutory bodies.
- f) AIFF reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- g) Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to AIFF before the expiry date of the Bank Guarantee originally furnished.

#### 5. Completion period

a) The overall completion period for the execution of this project from the date of commencement of work shall be 6 months from the date of issuance of notice to proceed with the work.

#### 6. Commencement of Work:

a) The commencement of work will be considered from 14<sup>th</sup> day of issuance of notice to proceed with the work.

#### 7. Compensation for Delay

a) The time allowed for carrying out the work as specified in this RFP document shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

- b) The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to AIFF for the completion of the works.
- b) In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. AIFF shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to nonavailability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

#### 8. Abandonment of Work:

- a) That if the Consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, AIFF may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by AIFF.
- b) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, AIFF shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

#### 9. Termination:

- a) AIFF without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. AIFF may make full use of all or any of the drawings prepared by the consultants.
- b) In case due to any circumstances, AIFF decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause-2 above and approved preliminary estimate or estimated cost or awarded cost, up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to AIFF.

#### 10. Determination or Rescission of Agreement:

- a) AIFF without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:
  - i) If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.

- ii) If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, AIFF shall have powers a) to determine or rescind the agreement b) to engage other consultant (s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.
- iii) In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of AIFF in this regard shall be final and binding on the consultant.

#### 11. Force Majeure:

The Consultant shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of AIFF and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted by AIFF.

#### 12. Jurisdiction:

The agreement shall be governed by the Indian Law for the time being in force and the Courts in New Delhi alone will have jurisdiction to deal with matter arising there from. In case any dispute takes place between the AIFF and the Consultant for breach of terms and conditions arising out of this project, both AIFF and Consultant shall mutually settle the dispute, however in case of an arbitration takes place both AIFF and Consultant shall mutually appoint the arbitrator and the arbitration shall take place in New Delhi.

#### 13. General Conditions:

- a) The scrutiny of the drawing, and designs by AIFF's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- b) The Architect firms/Consultant shall supply to AIFF copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- c) The Architects hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against AIFF in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
- d) While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep AIFF indemnified all the times and shall bear the losses suffered by AIFF in this regard.
- e) Consultant shall appoint and notify a team of one senior official of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Authorities/ AIFF or any other agency

- f) All designs and drawings shall be the property of AIFF. The name and logo of AIFF shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
- g) The consultant shall be required to sign an Agreement with AIFF within 15-days of the receipt of LOA based on these terms & conditions.
- h) Recovery/Penalties can be recovered from the consultancy fee /BG of the other works that the consultant is doing or would be doing for AIFF at that time.

#### 14. Foreclosure of Contract:

If at any time after the commencement of the work AIFF shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### 15. Suspension of Works:

- a) The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
  - (i) On account of any default on part of the consultant, or
  - (ii) For proper execution of the works or part thereof for reason other than the default of the consultant, or
  - (iii) If the work is partly or fully abandoned/suspended by AIFF /clients for any reasons
  - (iv) The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineerin-charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.
  - (i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
  - (ii) In the event of the consultant treating the suspension as an abandonment of the Contract by AIFF, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

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## **FORMATS/ANNEXURES**

#### PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

То

Secretary General
All India Football Federation
(Address as mentioned in Notice Inviting Tender)

Whereas the AIFF (hereinafter called "AIFF" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated (hereinafter called the contract) to M/s......(hereinafter called the Architect / Consultant firm) at a total price of Rs......subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the Architect / Consultant firm to furnish a bank guarantee for Rs........................(Rupees...........................% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of AIFF as specified above and shall be valid during the period specified for the performance of the contract.
- (ii) We, the said bank further agree with AIFF that AIFF shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Architect / Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by AIFF against the Architect / Consultant firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Architect / Consultant firm or for any forbearance, act or omission on the part of AIFF or any indulgence by AIFF to the Architect/Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever AIFF may now or at any time have in relation to the performance of the works/equipment and the company shall have full re- course to or enforce this security in performance to any other security or guarantee which AIFF may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for AIFF to

proceed against the said Architect / Consultant firm before proceeding against the Bank.

- This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Architect / Consultant firm, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to AIFF in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect / Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect / Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to AIFF in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of AIFF in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of	at
For and on behalf of Bank	
WITNESS.	
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#### **ANNEXURE-II**

#### AGREEMENT FORM

This agreement made this day of(Month)(Year) between the AIFF, a company incorporated under the having its Registered Office at (Hereinafter referred to as the "AIFF" which expression shall include its administrators, successors, executors and assigns) of the one part and(hereinafter referred to as the "Consultant" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.
WHEREAS, AIFF, has desirous of construction of ""(hereinafter referred to as the "PROJECT") on behalf of the
AND WHEREAS had participated in the above referred tender vide their TECHNICAL & Financial Biddated and subsequent clarifications vide letterdatedin response to AIFF's letter No dated
AIFF has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural, Engineering and Project Management Consultancy Services forvide Letter of Award Nodatedwhich have been unequivocally accepted byvide their acceptance dated

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

#### ARTICLE 1.0 - AWARD OF CONTRACT

#### 1.1 SCOPE OF WORK

#### ARTICLE 2.0 – CONTRACT DOCUMENTS

- 2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").
  - a) Letter of Award (LOA)
  - b) Corrigendum; if any
  - c) AIFF"s Notice Inviting Tender
- 2.2 All the aforesaid contract documents referred to in Para 2.1 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by AIFF. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by AIFF in its Letter of Award, shall be deemed to have been withdrawn by the Consultant without any cost implication to AIFF. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

#### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.
- **3.3** Consultant shall adhere to all requirements stipulated in the Contract documents.
- **3.4** Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is Rs..... which is exclusive of GST and other applicable taxes.

#### ARTICLE 4.0 - NO WAIVER OF RIGHTS

4.1 Neither the inspection by AIFF or the Engineer-in-Charge or Client or any of their officials, employees or agents nor order by AIFF or the Engineer- in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by AIFF or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to AIFF, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### ARTICLE 5.0 - GOVERNING LAW AND JURISDICTION

5.0 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of New Delhi Court (s) only.

#### 5.1 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

For and on behalf of: For and on behalf of:

(Name of Architect firm/Consultant) WITNESS:

AIFF WITNESS:

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**ANNEXURE-III** 

## **AFFIDAVIT**

(То	be submitted by b		al stamp paper of R ned by Notary Publi		Hundred only) duly
			solemnly affirm an		
1.			d signatory of M/s		
2.	M/s	along	nents/Experience with the tender are genuine and tr	for	(Name of
3.			FF verifies them fro riginal copy of the d		
4.	are proposed by	us Make in Indiaed in the public pro	kes for each respe a (MII) only as per curement (preference	the norms of min	imum local content
			are not available, n site specifications		
5.		rrect / false / fabri	document, informati cated, AIFF at its o		
6.		rmation is found in	any is not blacklistencorrect, AIFF at it		
7.			ender documents is acts and omission		epresentative. The
herel	by confirm that the	contents of the ab	Authorized signator love Affidavit are trund and that no part of it	ie to my knowledg	
Verifi	ied atth	isday of			DEPONENT

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#### **ANNEXURE-IV**

## **ACCEPTANCE OF TENDER CONDITIONS**

The Secretary General All India Football Federation, Sector, Dwarka, New Delhi

Sub: Name of the work & NIT No .:

Sir,

- This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
- 3 I/We have viewed and read the terms and conditions of the tender document carefully.

Yours faithfully,	
(Signature of the tenderer)	
With rubber stamp	
Dated:	

## **ANNEXURE-V**

## **GENERAL INFORMATION**

1.	11 1 3	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person:	
	Telephone Nos.	
	Fax Nos. Mobile	
5.	11	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	(Attach copy of Partnership)	
	d) A Limited Company	
	(Attach copy of Article of Association)	
	e) Any other (mention the type)	
6.	·	
7.		
	Proprietor/Partners/Directors with various	
	Institutions	
8.		
	and their status along with their qualifications.	
9.		
	qualification and designation, who is authorized to	
	deal with AIFF	
	(Attach copy of power of Attorney)	
10		
	qualification and designation, who is authorized to	
	deal with AIFF	
	(Attach copy of power of Attorney)	
1		
	document to be submitted.	
12		
	Name of the Bank:	
	Account Number:	
	IFS Code:	
	Name & Address of the Branch:	
	MICR Code:	

## **ANNEXURE-VI**

## **ORGANIZATION SETUP OF THE COMPANY**

S. No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with the Firm	Remarks

## Note:

1. Curriculum Vitae of Key Personnel only to be submitted.

## **ANNEXURE-IX**

#### **DETAILS OF SIMILAR WORK EXECUTED DURING LAST 7 YEARS**

S. No	Name of Work and Location	Name of the Client	Start Date	Date of Completion	Cost of Work on Completion	Remarks

#### Note:

- 2. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
- 3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

## **ANNEXURE-X**

## **TURN OVER FOR LAST THREE YEARS**

Sr. No.	Financial Year	Turnover of Consultancy (IN Rs. In Lakh)	Average Annual Turnover – for Last 3 FY.
1	2020-21		
2	2021-22		
3	2022-23		

## Note:

1.Balance sheet and summarized page of Profit & Loss Account of previous three Financial Years is to be enclosed.

Signature of Chartered Accountant with Seal

## Financial Bid

SI. No.	Description	Lump-sum Fee (in figures)	Lump-sum Fee (in words)
1	Providing Architectural Consultancy Services for Redevelopment of Football House at Sector-21, Dwarka New Delhi.		

• The above quoted fee shall be exclusive of GST and other applicable taxes. GST as per prevailing rates shall be paid to the Consultant.

Signature & Stamp of Tenderers