



TENDER DOCUMENT

**PROPOSED CIVIL WORKS FOR AIFF NATIONAL CENTER OF
EXCELLENCE KOLKATA, WEST BENGAL, INDIA**

FOR

ALL INDIA FOOTBALL FEDERATION (AIFF)

Football House, Sector 19, Phase 1

Dwarka, New Delhi: 110075

Telephone: 91-11-25308200/201/202/203/204/205

tenders.nce@the-aiff.com

January 2020

**PROPOSED CIVIL WORKS FOR AIFF NATIONAL CENTER OF EXCELLENCE,
KOLKATA, WEST BENGAL, INDIA**

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NIT Number and Date : AIFF/SPI/NCE/RFP/010 dated 1st January 2020

Agreement Number and Date : -----
(Post award of works)

Name of Work : PROPOSED CIVIL WORKS FOR AIFF NATIONAL CENTER OF
EXCELLENCE, KOLKATA, WEST BENGAL, INDIA

Name of the Contractor : _____
(To be filled while signing the contract)

Estimated Cost of Contract
(Rs. In Figure) : ₹ 2,95,00,000/-

(Rs. In Words) : Rupees Two Hundred and Ninety-Five lakhs only

Contract Amount
(Rs. In Figure) : _____
(To be filled while signing the contract)

(Rs. In Words) : _____
(To be filled while signing the contract)

Goods and Services Tax (GST) (as applicable from time to time)

(Rs. In Figure) : _____
(To be filled while signing the contract)

(Rs. In Words) : _____
(To be filled while signing the contract)

Contract Price = (Contract Amount) + (GST)

(Rs. In Figure) : _____
(To be filled while signing the contract)

(Rs. In Words) : _____
(To be filled while signing the contract)

Stipulated Period of Completion : 120 Days (including monsoon season)

SECTION 1

NOTICE INVITING TENDER

N.I.T.NO. AIFF/SPI/NCE/RFP/010
2020

: Date 1st January

Online Item rate bids for the following works are invited from qualified contractors and firms of repute fulfilling registration criteria:

Sr. No.	Name of Work	Estimated Cost of Contract (Rs. in Lacs.)	Earnest Money Deposit (EMD) (In lacs)	Cost of Bid Document (In Rupees)	Period of Completion (in Days)
1.	PROPOSED CIVIL WORKS FOR AIFF NATIONAL CENTER OF EXCELLENCE, KOLKATA, WEST BENGAL, INDIA	295.00 Lacs inclusive of all taxes	2,95,000/- (Rs Two Lacs Ninety-Five thousand only)	Nil	120 Days

Note: The 'Estimated Cost of Contract' mentioned above consists of the actual cost of construction and other taxes including Goods & Services Tax (GST) as applicable from time to time. Therefore, all interested applicants/bidders are advised to place their bids accordingly.

1. Critical Date Sheet

Published Date	3 rd January 2020 9 12:00 HRS
Bid Document Download	3 rd January 2020 9 12:30 HRS
Clarification Start Date	4 th January 2020 15:00 HRS
Clarification End Date – Last Date for receiving queries from the Tenderers	9 th January 2020 17:00 HRS
Clarification End Date – Last date for AIFF to respond to queries from Tenderers	10 th January 2020 17:00 hrs.
Site Inspection by Prospective Bidders	3 rd January 2020 to 9 th January 2020 10:00 HRS to 16:00 HRS
Bid Submission End Date	13 th January 2020 17:00 HRS
Bid Opening Date – Technical	14 th January 2020 13:00 HRS
Bid Opening Date – Financial	15 th January 2020 14:00 HRS
Project Duration	120 Days (incl. monsoon season)

2. Tenderers shall ensure that their Bids, complete in all respect should be submitted online before the closing date and time as indicated in the critical date sheet above on the e-mail id provided.
3. Bids shall be submitted online only at tenders.nce@the-aiff.com and submit hard copies as per the instructions given in the document.
4. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Tenderer/Tenderer' for the e-submission of the bids online on the email id provided. Tenderer who has downloaded the tender from the AIFF website www.the-aiff.com shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD/Bid Security would be forfeited.
5. Intending tenderers are advised to visit again AIFF website www.the-aiff.com at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment
6. **Minimum Eligibility Criteria:**

The interested Tenderers should meet the following minimum qualifying Criteria

A. Work Experience:

- i) Experience of having successfully completed similar works during last 7 years ending previous day of last date of submission of tenders:

Three similar works each costing not less than 40% of the estimated cost put to tender

OR

Two similar works each costing not less than 60% of the estimated cost put to tender

OR

One similar work costing not less than 80% of the estimated cost put to tender

“Similar Works” shall mean:-

“Civil Works of any Residential/Non Residential Buildings, Commercial Buildings, Hotels, Institutional Buildings, Stadia etc.”

- ii) The past experience in similar nature of work should be supported by completion certificates issued by the client's organization.

B. Financial Eligibility Criteria:

- i) The Average Annual Financial Turnover for last 5 years shall be at least 50% of the estimated cost put to tender. The requisite turnover shall be duly certified by a Chartered Accountant with his Seal/signatures and registration number.
 - ii) Net Worth of the company / firm as on 31st March of previous financial year should be positive.
 - iii) The Tenderer should not have incurred any loss in more than two years during available last five consecutive balance sheets. The Tenderers are required to upload and submit summarized page of Balance Sheet of last financial year (audited) and also summarized page of Profit & Loss Account (Audited) for last five years.
7. Amendments to NIT, if any, would be published on website only, and not in newspaper.



Kushal Das
General Secretary
All India Football Federation

DISCLAIMER

1. This Request for Proposals document (“**RFP**”) is being published to enable interested applicants (“**Tenderers**”) to participate in the Selection Process of contractors or service providers who are competent and eligible for undertaking as per the brief particulars of scope of work for “The Proposed Civil Works for AIFF National Center of Excellence, Kolkata, West Bengal, India.”
2. The information contained in this RFP or subsequently provided to Tenderers, whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees, consultants or advisers, is provided to Tenderers 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 Employer to the prospective Tenderers 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 (“**Bid**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or consultants or advisers to consider the objectives, expertise and particular 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 Tenderer 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 Tenderers 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Employer, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Tenderer 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 Employer also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Tenderer upon the statements contained in this RFP.
7. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
8. The issue of this RFP does not imply that the Employer is bound to select a Tenderer or to appoint the Contractor for the Services and the Employer reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
9. The Tenderer 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 Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Tenderer and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer 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 Tenderers 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 work. While this document has been prepared in good faith, neither AIFF nor any of their employees, consultants or advisers 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 their employees, consultants or advisers even if any loss or damage is caused by any act or omission on the part of AIFF or any of their employees, consultants or advisers, 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 and 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 Tenderers should carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein

SECTION 2

INFORMATION AND INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

The All India Football Federation, the national body to develop the game of football in the country has undertaken to further strengthen and develop the beautiful game in the world's largest democracy by establishing India's first ever Centre of Excellence.

The National Centre of Excellence - a state of the art facility, shall be the new home of AIFF national teams across age groups for men and women. A home which has been the backbone of success for World Cup nations, providing the players a sense of belonging, a feeling of national pride.

This football gurukul has been planned to boost the existing, incremental and progressive development of the Indian Football Ecosystem. Designed to bring in all critical branches of football development under one umbrella it is aimed to nurture the existing and upcoming talent pool.

This Program includes the following:

- Storm Water Drainage work for the Training Site 1 and the existing Natural Field Training Site 2 (as shown on drg) of NCE.
- Road works and Drainage (as shown or specified in drg) for the same.

2. ONGOING DESIGN DEVELOPMENT

Design and working drawing development will be ongoing during the construction period. It is therefore important that tenderers be aware that:

- 2.1 The Bill of Quantities is provisional and is subject to re-measurement.
- 2.2 Design and working drawing development and the calling of Tenders for nominated Subcontracts and supply only contracts will nevertheless take cognisance of the Contractor's construction programme.

3. THE SITE

The **15 acre** site for AIFF **NATIONAL CENTRE OF EXCELLENCE** is located at **Premises No. 08-0787, Plot No. AA-IIE/57/A, Action Area-IIE, New Town, Kolkata**. The site is adjacent to Eco park on western side in **New Town, Kolkata**, approximately 18Km from Kolkata City and just 8Km from Netaji Subhas Chandra Bose International Airport.

Site Coordinates-	NE	– 22.6087650, 88.4600400
	SE	– 22.6068290, 88.4611820
	SW	– 22.6061220, 88.4587680
	NW	– 22.6081530, 88.4580620

4. ACCESS TO SITE

Approach road towards North is 40m ROW street no. 787. Approach to site is through 18m wide road from street no.787 towards North-East corner.

In addition, there are two 24m wide road proposed along the West & South Side of the plot.

5. SERVICES

The Contractor is to make his own arrangements for water, electricity, telecommunications and temporary toilets for Contractor's Personnel and other.

6. CONTRACT DOCUMENTS

The Conditions of Contract comprise the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, first edition 1999, published by the Fédération Internationale des Ingénieurs – Conseils (FIDIC) as amplified, modified, corrected or supplemented in the documents comprising the Contract.

The FIDIC writing style is to start the words and expressions defined in the FIDIC Conditions of Contract in upper case. In this document the FIDIC style of writing has been followed.

The documents comprising the Contract are:

- Information and instructions to tenderers
- Letter of Tender with Appendix to Tender
- Contract Agreement
- Conditions of Contract
- Specification (separately issued to tenderers)
- Bill of Quantities with annexures incorporating amplifications, amendments, modifications, corrections or supplements of such other documents comprising the Contract (separately issued to tenderers)
- Drawings (separately issued to tenderers)
- Soil Investigation Report (separately issued to tenderers for information)
- Letter of Award/Acceptance

The previously stated documentation supersedes all enquiries, proposals, agreements, negotiations and commitments, whether written or verbal, prior to the date of formal signature of the Contract Agreement by the Employer and the Contractor.

Tenderers shall be deemed to have inspected and be fully acquainted with the abovementioned documents prior to the submission of Tenders.

7. DRAWINGS

The Drawings which form part of the Contract and which are issued to tenderers separately are as listed in Section 9.

8. CHECKING OF DOCUMENTS

Tenderers shall check the numbers of the pages of the tender documents against the index provided and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or if the contract documents provided contain any obvious errors, the tenderer shall notify the Engineer forthwith thereof and the Engineer shall promptly give a written directive.

No alterations, erasures, omissions or additions are to be made to the text of the document. Should any such alteration, erasure, omission or addition be made it will not be recognised and the reading of the document as prepared by the Engineer will be adhered to.

Information and instructions to tenderers shall not form part of the tenderer's offer, nor part of the defined words "Tender" or "Contract". These instructions prescribe the procedures to be followed until the Employer either enters into a Contract with the tenderer or advises him that the Employer does not intend to do so.

9. COMMENCEMENT DATE

Refer to the Appendix to Tender in Section 3 (Letter of Tender with Appendix to Tender).

10. CONSTRUCTION PERIOD

Refer to the Appendix to Tender in Section 3 (Letter of Tender with Appendix to Tender).

11. COMPLETION IN SECTIONS

Refer to the Appendix to Tender in Section 3 (Letter of Tender with Appendix to Tender).

12. EMPLOYER

ALL INDIA FOOTBALL FEDERATION (AIFF)

Football House, Sector 19, Phase 1

Dwarka, New Delhi: 110075

Telephone: 91-11-25308200/201/202/203/204/205

tenders.nce@the-aiff.com

13. PROFESSIONAL TEAM

The professional team for the Works comprises the following and/or such other consultants as may be instructed in writing by the Engineer from time to time:

Design & Engineering Consultant

M/s Collage Design Pvt. Ltd

300, Sai Sampanna, Station Road

Vikhroli (E), Mumbai – 400083

+91.22.25740844.

14. QUERIES FROM TENDERERS

All queries from tenderers shall be submitted to AIFF by email:

tenders.nce@the-aiff.com

To be received by the above not later than 24 hours prior to the Pre-bid Meeting and time stated under item Critical Dates "Clarification Start Date" mentioned above.

Clarifications will be uploaded on the AIFF Website www.the-aiff.com of all questions received together with the answers which shall constitute the rulings and will be incorporated in the Contract Documents.

15. PRICED BILL OF QUANTITIES

It is a condition of the Tender that the Bill of Quantities, the schedule of rates for tenant installations and a completed preliminaries schedule (if applicable) be returned as part of the Tender submission, with items properly priced, extended and costed.

Should arithmetical errors occur, the individual prices, excluding provisional sums and Employer's allowances, shall be adjusted by the Engineer in consultation with the tenderer to line up with the tendered contract amount i.e. the tendered contract amount shall remain unaltered.

16. SITE INSPECTION

Tenderers are to inspect the Site before pricing the Bill of Quantities and thoroughly acquaint themselves with the conditions under which the Works are to be executed including the means of access to the Works, the condition of the roads and generally of all matters which may influence the execution of the Works. Tenderers to intimate and confirm to the employer about the visit 24 hours in advance. The timings of visit shall be 10:00 HRS to 16:00 HRS. Tenderers can visit the site between the days mentioned under Critical Dates "Site Inspection by Prospective Bidders"

17. ABBREVIATED DESCRIPTIONS

The items in this Bill of Quantities utilize abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or Specification. However, should the full intent and meaning of any description not be clear, the Contractor shall, before submission of his Tender, call for a written directive from the Engineer, failing which it shall be assumed that the Contractor has allowed in his pricing for Materials, Plant and workmanship in terms of international best practice.

18. SOURCING AND SIMILAR APPROVED

Refer to Section 8 (Bill of Quantities) for the situations under which proprietary branded products may be substituted by the Contractor upon written approval of the Engineer after the signature of the Contract by the Employer and the Contractor.

The tenderer may substitute proprietary branded products with the written approval of the Engineer before submitting the Tender, in which case it shall be clearly stated in the Tender submission and the tendered amount shall be adjusted accordingly by the tenderer before submission of the Tender. If the tenderer decides to substitute proprietary branded products without the prior written approval of the Engineer, the tenderer shall ensure that it is clearly stated in the Tender submission, failing which it shall be assumed that the tenderer has priced for the proprietary branded products as specified.

19. LETTER OF TENDER

Tenderers are to complete the uncompleted sections of the Letter of Tender and the uncompleted sections of the Appendix to Tender and sign the Letter of Tender where appropriate (refer to Section 3 of this document).

20. VALIDITY AND ACCEPTANCE OF TENDERS

The validity and acceptance of Tenders shall be as stated in the Letter of Tender.

21. EXPENSES IN PREPARATION OF TENDER

The Employer will not be responsible or pay for any expenses or losses which the tenderer may incur in the preparation of the Tender.

22. CONFIDENTIALITY OF TENDER SUBMISSIONS

All recipients of Tender documents shall treat the details of such submissions as private and confidential and every effort will be made to ensure that the general content shall not be disclosed or discussed with other parties.

23. OVERVIEW OF SELECTION PROCESS

- a. The EMPLOYER has adopted a 2 (two) stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals by the committees set up for the purpose of this tender
- b. In the first stage, by the Technical Committee the credentials of Tenderers would be evaluated to assess their compliance to the technical evaluation criteria specified in Clause 6 of NIT above (“**Minimum Eligibility Criteria**”) and then a technical evaluation will be carried out to determine the eligibility of the Tenderers and based on this technical evaluation, a list of pre-qualified and short-listed TENDERERS shall be prepared.
- c. In the second stage, the financial evaluation committee will do a financial evaluation as per criteria mentioned in Clause 24.d below to ascertain the lowest of the Bids received from eligible Tenderers for providing the services as mentioned in the Scope of Work (“**Financial Evaluation**”).
- d. Financial bids of only the Bidders who fulfil all the technical evaluation criteria will be opened. The financial bids should be submitted as per the Bill of Quantities in Section 8.

The evaluation of the Financial Bids will be done by the finance committee appointed by the Employer. The committee, during the time of evaluation, may seek clarification from the Tenderer(s) on the amount quoted in the Bid. In case two Tenderers have the same financial offer, preference will be given to the Tenderer with higher turnover.

24. SUBMISSION OF TENDERS

- a. Tenderers are required to submit one electronic scanned copy of only the technical bid to the e-mail id as mentioned in this document (for details on the online bid submission process please refer to para’s below) and whereas printed original hard copy of technical and financial bids sealed in an envelope. The Tenderers must ensure that the information furnished in their respective electronic technical bid soft copy is identical to that submitted by them in their original paper Bid or Proposal. In case of any discrepancy observed by the Employer in the contents of the electronic soft copy and original paper Bid documents, the information furnished on the original paper Bid documents will prevail over the digital softcopy submitted.
- b. The Bid documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. The Employer or its appointed committees may however, at its discretion,

consider any document with any overwriting or corrections if the same has been duly initialed and dated by the Authorized Representative of the Tenderer.

- c. Tenderers must ensure that their Technical Proposal document soft and hard copies do not contain any financial quotations or prices.
- d. The Tenderers shall submit the hard copy Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Tenderer as per the terms of the RFP.
- e. Bids should be should be delivered in a plain sealed envelope, bearing the full name, postal address, telephone no., fax no. and e-mail address of the Tenderer. Additionally, it shall bear on top, the following:

“CONFIDENTIAL BID PROPOSAL (CIVIL WORK – AIFF NATIONAL CENTRE OF EXCELLENCE)”

- f. If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Tenderer.
- g. The aforesaid outer envelope will contain 2 (two) separate sealed envelopes, one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The technical proposal should also contain the Earnest Money Deposit or Bid Security as specified in Section 3 of this RFP and also the documents mentioned in the Clause 26 below. The “Technical Proposal” shall not contain any indication regards to tendered sum. The **“Financial Proposal”** Evaluation envelope of only the Tenderer(s) who duly satisfy the technical evaluation requirements will be opened. The “Financial Proposal” shall include the priced Bill of Quantities in the format as prescribed in Section 08. All the documents should be duly stamped and signed by the Authorised Representative of the respective Tenderer(s).
- h. The sealed envelope containing the Bids must be received at the AIFF Football House, Sector 19, Phase 2, Dwarka, New Delhi – 110075 on or before 17:00 HRS on 13th January 2020. Envelopes/documents received after the stated time and date will be rejected and returned unopened. Proposals submitted by fax, telex, telegram, for bidding, shall not be entertained.

- i. The Bid should be unconditional. In case of any condition, the Bid shall be treated as non-responsive and may be disqualified.
- j. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Tenderer.
- k. Tenderer should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- l. The time of receiving the e-mail (which is displayed on the Employer's dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the Tenderers, opening of bids etc. The Tenderers should follow this time during bid submission.
- m. Upon the successful and timely submission of bids a confirmation message for successful bid submission will be sent. Please note this confirmation is only for acknowledging that the bid has been received. The acceptance/rejection of bid depends upon the evaluation during bid opening.
- n. The bid submission confirmation has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

25. LIST OF DOCUMENTS TO BE SCANNED AND EMAILED WITHIN THE PERIOD OF TENDER SUBMISSION :

- a. Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD in favor of All India Football Federation
- b. Appendix to Tender as given in Section 3
- c. Letter to Tender (in original) (On Letter Head of the Applicant/ Tenderer).
- d. Details of Work Experience Certificates – FORM-A
- e. Financial Details- FORM-C (As per the format enclosed with this NIT in original).
- f. Documents regarding Net Worth of the Company Firm.
- g. Power of Attorney of the person having digital signature for signing/submitting the tender. This should be supported by Board Resolution (in case of the Company registered under Companies Act)
- h. Valid GST registration/ EPF registration/ PAN NO. All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- i. Pre-bid clarifications, if any.
- j. General Information – Form-F

- k. The Tenderer should be a company registered under the Companies Act 1956 or Companies Act 2013 – Attach certificate of incorporation
- l. The Tenderer does not have any direct/indirect holding in any of the other bidding companies. There should be no cross ownership between any tenderers – Attach self-certification/undertaking on company letter head duly signed and stamped by the competent authority of the tenderer.
- m. The Tenderer should have submitted an undertaking that there are no major legal cases pending against it – Attach self-certification/undertaking on company letter head duly signed and stamped by the competent authority of the tenderer.
- n. The Tenderer should have submitted an undertaking that it is not blacklisted by Government of India or the State Government West Bengal or any other relevant authority or private organization – Attach self-certification/undertaking on company letter head duly signed and stamped by the competent authority of the tenderer.

SECTION 3

LETTER OF TENDER WITH APPENDIX TO TENDER & FORMS

LETTER OF TENDER

NAME OF CONTRACT: PROPOSED CIVIL WORKS FOR AIFF NATIONAL CENTER OF EXCELLENCE, KOLKATA, WEST BENGAL, INDIA

TO: **ALL INDIA FOOTBALL FEDERATION (AIFF)**
Football House, Sector 19, Phase 1
Dwarka, New Delhi: 110075

We have examined the Information and Instructions to Tenderers, Conditions of Contract, Specification, Drawings, Bill of Quantities and the relevant Addenda for the execution of the abovementioned Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents, for the sum of

.....
(currency and sum)
(.....)
.....
(sum in words)

We agree to abide by this Tender for a period of 180 (one hundred eighty) calendar days from the date of this Letter of Tender and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Tender forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date and complete the Works in accordance with the abovementioned documents within the Time for Completion.

Unless and until a formal agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We shall submit when requested to do so a copy of a resolution of the board of directors of the Contractor's company authorising the signatory of this Letter of Tender and/or such other person to enter into the Contract Agreement on behalf of the Contractor.

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

Signature in the capacity of

duly authorised to sign tenders for and on behalf of

.....
(the Contractor)

Address:

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

PART 3 - APPENDIX TO TENDER

(Reference: FIDIC 1999, Conditions of Contract for Construction (Red Book))

	Item	Sub-Clause	Details
1.	Employer's Name & Address Employer's Authorised Representative	1.1.2.2 & 1.3	All India Football Federation Football House, Sector 19, Phase 1 Dwarka, New Delhi: 110075 Tournament Director - LOC FIFA U17 WOMEN'S WORLD CUP INDIA 2020
2.	Contractor's Name & Address	1.1.2.3 & 1.3	<i>To be filled by the Contractor</i>
3.	Engineer's name and address	1.1.2.4 & 1.3	Project Manager - Special Projects & Infrastructure All India Football Federation Football House, Sector 19, Phase 1 Dwarka, New Delhi: 110075
4.	Base Date	1.1.3.1	15 days before submission of tender
5.	Commencement Date	1.1.3.2 & 8.1	10 days from the date of issue of Letter of Award or date of handing over of Site or issue of Notice to Proceed with the commencement of work by the Employer to the Contractor whichever is later
6.	Time for completion	1.1.3.3 & 8.2	Within 120 days from the Commencement Date.
7.	Defects Notification Period, Extension of Defects Notification period	1.1.3.7 11.3	365 Days applicable from the Completion Date for whole of the Project Facility and additionally the following: 1. 15 years from the Completion Date for Structural Stability 2. Waterproofing Guarantee shall be for 15 years from the Completion Date
8.	Law and Language	1.4	Laws of Republic of India

	Item	Sub-Clause	Details
9.	Ruling language and Language for communications	1.4	English
10.	Performance security	4.2	Performance Security of 10% of the Accepted Contract Amount in the form of Bank Guarantee from a Scheduled / Nationalized bank in a format acceptable to the Employer, which shall be valid up to the end of Defects Notification Period.
11.	Rights-of-way and Facilities	4.13	The Contract Price includes costs and charges for special and/or temporary rights-of-way.
12.	Working Hours	6.5	The Contractor's work may stretch to beyond normal working hours and also on holidays in order to meet the target and there cannot be any extra claim and contract price is in respect of both normal and additional working hours
13.	Delay damages for the Works	8.7 & 14.15(b)	0.25% of the Accepted Contract Amount per week.
14.	Maximum amount of delay damages	8.7	Maximum amount of delay damages shall be limited to 5% of the Accepted Contract Amount.
15.			
16.	Advance Payment	14.2	Mobilization advance of 10 % (Ten percent) against submission of Bank Guarantee for equivalent value and valid for a period of 6 months from the date of issue of Bank Guarantee
17.	Percentage of Retention & Payment of Retention Money	14.3, 14.9	Cash Retention of 5% is applicable for Interim Payment Certificate and Final Payment Certificate valid till the successful Completion of Works and Defect Notification Period
18.	Plant and materials for payment on receipt at Site	14.5 (b)	Not Applicable
19.	Periods for submission of insurance: (a) Evidence of insurance		

	Item	Sub-Clause	Details
	(b) Relevant policies	18.1 18.1	30 days 30 days
20.	“Reasonable Profit” shall be defined as	1.9, 2.1, 4.7, 7.4, 10.2, 10.3, 11.8, 12.3, 16.1, 17.4	[15] % including Contractor’s Overheads ¹ & Profit
21.	EMD		Rs 2,95,000/- (Rupees Two Lakhs Ninety-Five thousand only) only in the form of BG/ DD/ Managers Cheque of Nationalized Bank / Scheduled Bank

MANDATORY INFORMATION DOCUMENTS:**DETAILS OF WORK EXPERIENCE CERTIFICATES**

S. No	Name of Work & Its Location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on Completion	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
<u>1.</u>							
<u>2.</u>							
<u>3.</u>							

1. Certified that the Completion Certificates of above works are enclosed with the tender documents
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed
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 Completion Certificate.

Signature of Tenderer with Seal

MANDATORY INFORMATION DOCUMENTS:

FINANCIAL DETAILS

		1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY Rs. (In Lacs)	4 th FY Rs. (In Lacs)	5 th FY Rs. (In Lacs)
		a	b	c	d	e
i.)	Profit / Loss					
ii.)	Gross Annual Turnover of Previous 5 Financial Years ending as on 31 st March of last FY					
iii.)	Average Annual Turnover for previous 5 financial years(Rs in Lacs) = (a+b+c+d+e) / 5					
iv.)	Net Worth (paid up capital + reserves) as on 31st March of last FY					

1. Summarised page of Audit Profit & Loss Amount of previous five Financial Years duly certified by the chartered account, is to be submitted.
2. Summarised page of Audited Balance Sheet of last Financial Year (ending 31st March of preceding FY) duly certified by the chartered account, is to be submitted.

Note: This Form -C is to be submitted in original

Signature of Tenderer with Seal

Signature of Chartered Accountant with Seal

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: <i>a. An individual</i> <i>b. A proprietary firm</i> <i>c. A firm in partnership</i> (Attach copy of Partnership) <i>d. A Limited Company</i> (Attach copy of Article of Association) <i>e. Any other (mention the type)</i>	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the Organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with AIFF, (Attach copy of power of Attorney)	
9.	Bank Details : Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Tenderer with Seal

SECTION 4

CONTRACT AGREEMENT

CONTRACT AGREEMENT

This Agreement made the day of

Between _____
full name and physical address of Employer

(hereinafter called "the Employer") of the one part

and _____
full name and physical address of Contractor

(hereinafter called "the Contractor") of the other part

Whereas the Employer desires that the Works known as the building works for

.....
should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (a) Information and Instruction to Tenderers
 - (b) The Letter of Tender and Appendix to Tender
 - (c) Contract Agreement
 - (d) The Conditions of Contract
 - (e) The Specification
 - (f) The Drawings, and
 - (g) The Bill of Quantities with annexures and all documents referred to therein
 - (h) Letter of Award/Acceptance
 - (i) Soil Investigation Report
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

PAYMENT SCHEDULE

S.No	Stage	Payment %
1	On Signing of Contract	10%
2	Completion of Earth filling, Preparation of Sub base and RCC work (RCC foundation) for RCC Drains	40%
3	Completion of WMM activity and RCC Drain wall	20%
4	On Completion of Road works and related works including drain covers etc.	10%
5	On substantial completion and handover	10%
6	On 100% Completion and rectifications of all snags.	10%

Notes:

1. 10% Retention will be deducted from each running bill
2. On Completion of 100% works (S.no 8), the contractor can claim for release of Retention money against submission of Bank Guarantee of equivalent amount from Nationalised / Scheduled Banks
3. The Bank Guarantee / Retention Money will be returned on completion of DLP (One Year).
4. Each payment shall be made against the invoice raised by the Contractor on completion of the milestones as specified above and payment shall be released after the satisfactory completion certification of work done by our Professional Team, M/s Collage Design Pvt. Ltd. In case, work is not satisfactorily certified, proportionate payment for the work shall be withheld until the same is satisfactorily completed and certified by our consultant.

In Witness whereof the Parties hereto have caused this agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by: _____
signature

SIGNED by: _____
signature

Name: _____

Name: _____

for and on behalf of the Employer in the presence of

for and on behalf of the Contractor in the presence of

Witness: _____
signature

Witness: _____
signature

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

SECTION 5

CONDITIONS OF CONTRACT

(ATTACHED SEPERATELY)



Fédération Internationale des Ingénieurs-Conseils
International Federation of Consulting Engineers
Internationale Vereinigung Beratender Ingenieure
Federación Internacional de Ingenieros Consultores

Conditions of Contract for **Construction**

FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

GENERAL CONDITIONS

GUIDANCE FOR THE PREPARATION OF PARTICULAR CONDITIONS
FORMS OF LETTER OF TENDER, CONTRACT AGREEMENT AND
DISPUTE ADJUDICATION AGREEMENT



ISBN 2 - 88432 - 022 - 9

FIRST EDITION 1999

SECTION 6

PARTICULAR CONDITIONS OF CONTRACT

These Particular Conditions of Contract, which are deemed to incorporate the Annexure to the Conditions, amend/modify/substitute the provisions of General Conditions of Contract, which form part of the Conditions of Contract for Construction(Red Book) First Edition 1999 published by Federation Internationale des Ingenieurs-Conseils (FIDIC) as specified herein after. The General Condition of Contract shall be read in conjunction with these Particular conditions. In case of ambiguity or discrepancy between Particular Conditions and General conditions, these particular conditions shall prevail. In all cases, however, the clarification/ interpretation given by the Engineer shall be final, conclusive and binding.

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
1.	Commencement Date	1.1.3.2	As per Appendix to tender -Part 3, S.No.5
2.	Time for the Completion	1.1.3.3	As per Appendix to tender -Part 3, S.No.6
3.	Defects Notification Period	1.1.3.7	As per Appendix to tender -Part 3, S.No.7
4.	Communications	1.3	<p>Add to the end of this Sub-Clause the following :</p> <p>The Contractor shall submit Drawings, Method s, Programmes etc to the Engineer.</p> <p>The Engineer shall endeavor to issue back such feedback, consents and determinations with observations corrections etc if any within 7 days but not later than fourteen (14) days after receipt.</p> <p>This shall be applicable for all materials, method statements, design and drawings</p>
5.	Law and Language	1.4	<p>Delete this Sub-Clause and Replace with following :</p> <p>The law governing the Contract shall be Laws of Republic of India and Competent Courts in the city of Delhi, shall have the exclusive jurisdiction to decide any matter arising out of or in connection with this Contract.</p>
6.	Confidential Details	1.12	<p>Add following at the end of this Sub Clause:</p> <p>1.12.1 Employer’s Confidential Information.</p> <p>The Contractor shall strictly treat and maintain the Employer’s</p>

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			<p>Confidential Information as “Confidential Information”</p> <p>1.12.2 Public Communications</p> <p>(a) Unless the Employer gives his express advance approval in each instance, which approval he may withhold at his discretion, the Contractor shall not (1) make any communication regarding the Project with news media or (2) write, present or publish papers or speeches to any organization, trade association, educational group or other entity that are about or based on processes, installation specifications or procedures unique to the works.</p> <p>(b) The Contractor shall not allow any other party under his control to do the things in (a) (1) and (a) (2) above, which for the purposes of this paragraph expressly includes all of the Subcontractors, sub-subcontractors, suppliers and sub-suppliers. The Contractor shall promptly report any violation of the foregoing prohibition of which he becomes aware, regardless of the circumstances of the violation.</p>
7.	Joint and Several Liability	1.14	<p>Deleted</p> <p>Contractor will not be allowed to form JV, consortium etc.</p>
8.	Severability and Enforceability	1.16	<p>Add the following after Sub-Clause 1.15:</p> <p>If any term or provision of this Agreement is held by a judicial or other competent authority of competent jurisdiction to be contrary to law or becomes otherwise invalid, illegal or unenforceable in any respect after execution hereof, such provisions shall be severed from this Agreement and the other remaining provisions of this Agreement shall remain in full force and effect. Such invalidity or un-enforceability shall not affect the rights of the Parties with regard to any claim which any Party has for any activities undertaken by either Party, advantage whereof has already been taken/availed of by the other Party.</p>
9.	Non-Waiver	1.17	<p>Add the following after Sub-Clause 1.16:</p> <p>Any waiver or consent from AIFF, if any granted, shall be in writing only and no implied waiver and / or consent shall be presumed for any purpose(s) of this Agreement and/or work order(s) in relation</p>

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			<p>thereto. No waiver by AIFF, if any granted, of any breach, default or violation of any term, warranty, representation, covenant, condition or provision of this Agreement shall constitute a waiver by AIFF of any subsequent breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision. Further, failure by AIFF to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision in this Agreement.</p>
10.	Permit, License or Approval	2.2	<p>Add the following to the end of this Clause:</p> <p>The responsibility for ensuring full and complete compliance shall include, but not limited to laws relating to labour, material, equipment, plant equipment, permissions from various Authorities, Independent Consultant and compliance with safety, HSE norms, environmental norms, building utility services commissioning of the building, disposal of materials etc. It shall be entirely and exclusively the responsibility of the Contractor to apprise itself fully of all the requirements, applicable laws, rules, regulations, procedures to be complied with. Responsibility for any and all consequences arising from non-compliance / non-adherence to any of the applicable laws, rules and regulations or lack of permission of assisting for building execution approvals and lack of permission for building utility services commissioning of the building shall be of the Contractor entirely.</p> <p>In case of any non-compliance with any of the above requirements, the Employer may impose penalties of minimum Rs. 10,000 for each default in compliance. In case of failure to ensure compliance within 7 days from the date of issue of Notice to this effect, the Employer may elect, but is not bound to take steps to procure such compliance at Contractor's risk and cost and all such money will become due and payable immediately.</p> <p>The Employer's procurement of such compliance shall not relieve the Contractor from any of his obligations under the Contract and the liabilities arising from any non-compliances.</p>

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
11.	Engineer's Duties & Authority	3.1	<p>Add following at the end of this Sub Clause:</p> <p>Engineer means AIFF or any authorized representative appointed by the Employer</p>
12.	Performance Security	4.2	<p>Add following at the end of this Sub-Clause:</p> <p>Before commencing the works, the Contractor shall provide Performance Security of 5% of the Accepted Contract Amount in the form of Bank Guarantee from a Scheduled / Nationalized bank in a format acceptable to the Employer, which shall be valid up to the end of Defects Notification Period or 18 Months whichever is later.</p> <p>No payments shall be made to the Contractor before the said Bank Guarantee is provided</p> <p>The format of the Bank Guarantee to be provided by the Contractor is annexed</p>
13.	Sub-Contractors	4.4	<p>Add following at the end of this Sub Clause:</p> <p>The Contractor shall submit the details of the proposed specialized Sub-Contractor to be engaged by the Contractor giving proof of the execution of similar work in past and any other details / data reasonably required by the Engineer.</p> <p>Only the specialized Sub-Contractor who is duly approved by the Engineer, which approval shall not be unreasonably withheld, shall be engaged by the Contractor for execution of the Works.</p> <p>Engagement of specialized Sub-Contractors without following the process shall constitute a breach of the Contract and the Employer shall have the right to reject any and all works carried out by such unapproved Sub-Contractors, besides taking further actions as per Contract.</p>
14.	Safety Procedures	4.8	<p>Add following at the end of this Sub-Clause:</p> <p>In case, the Engineer determines that any of the safety requirements are not duly complied with, then the Engineer can suspend the work at such locations and the work shall not resume unless and until the requirements are met to the entire satisfaction of the Engineer. In case the Engineer in its sole discretion, determines any lapse on the</p>

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			<p>safety aspects as major lapse on part of the Contractor then after giving due warning the Engineer may impose penalty as follows: -</p> <ol style="list-style-type: none"> 1. On first observation – Rs10,000 (Rupees Ten Thousand Only) 2. On second observation –Rs. 50,000 (Rupees Fifty Thousand Only) 3. On third and each subsequent observation – Rs.1,00,000 (Rupees One Lakh Only). <p>In case the Contractor is found to be repeatedly and persistently negligent in following the safety requirements despite repeated observations, comments and instructions then this may constitute a ground sufficient to declare the Contractor in fundamental breach and shall entitle the Employer to take appropriate recourse accordingly.</p>
15.	Quality Assurance	4.9	<p>Delete this Sub-Clause and Replace with following:</p> <p>The Contractor shall within 15 days of issue of Letter of Award submit a detailed Quality Assurance Manual (QAM) demonstrating the proposed method of achieving the required quality standards.</p> <ol style="list-style-type: none"> 1. The Quality Assurance Manual should address the quality system as required by ISO 9001 – 2008. 2. The Quality Assurance Manual shall clearly list out the procedures, activities, checks, standards and any 3. Such as schedule of tests, which he proposes to carry out during the progress of the works and are necessary to comply with the quality objectives of the Employer. 4. The Quality Assurance Manual shall specify the Quality Control Team who is to report direct to the top management of the Contractor’s organization and is delegated to suspend any works. The main responsibility of the Quality Control team is to carry independent site inspections on the Works as identified as Hold points in the Quality Assurance Manual to verify that the Works

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			<p>is constructed in accordance with the relevant design before allowing the subsequent works can commence.</p> <p>5. Quality Assurance Manual shall also list the corporate policy adopted by the Contractor's firm.</p> <p>Compliance with the Quality Assurance Manual System shall not relieve the Contractor of any of his duties, obligations or responsibility under the Contract.</p>
16.	Unforeseeable physical conditions	4.12	<p>Delete this Sub-Clause and Replace with following:</p> <p>The Contractor has made himself aware of all the conditions likely to be encountered and which may have impact on execution of the works and has made due allowances for any such unforeseen condition that may be encountered during the course of execution of the Works.</p> <p>The Contractor shall be bound to complete whole of the Works in accordance with the schedule and the allowable time for completion irrespective of any unforeseen condition encountered. No claim for any extension of time or additional cost shall be admissible on any such ground of encountering of unforeseen condition affecting the progress of the Works, unless specifically allowed by Employer</p>
17.	Electricity, Water and Gas	4.19	<p>Delete this Sub-Clause and Replace with following:</p> <p>Water Supply</p> <p>The Contractor shall arrange water supply for drinking and construction at his cost. Without prejudice to the Contractor's obligation to make its own arrangement.</p> <p>Further the Contractor shall make his own arrangement for bore wells, storage tank, laying all the pipe lines, making connections, maintaining the same and dismantling on completion of Works and making good any damage due to removal of such piping work</p> <p>Electric Supply</p> <p>The Contractor at his cost shall arrange electric power for Construction. The Contractor shall make his own arrangement for adequate standby power.</p>

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			<p>Without prejudice to the Contractor's obligation to make its own arrangements as above, the electricity for construction may be made available by the Employer on chargeable basis (As per the rules of local Electric Power Distribution Company) however Contractor at his cost shall arrange necessary infrastructure to draw Electric Supply from Employer's substation.</p> <p>The Employer will provide necessary support in pursuing the same with the Authorities.</p>
18.	Employer's Equipment and Free issue material	4.20	Deleted
19.	Rates of Wages and Conditions of Labour	6.2	<p>Add following at the end of this Sub-Clause:</p> <p>The Contractor acknowledges that it is acting as an independent contractor and is solely responsible for its actions or inactions and that nothing contained herein shall be construed as establishing a relationship of master and servant or of agent and principal between AIFF and the Contractor or its representatives. The Contractor is not authorized to enter into contracts or agreements on behalf of AIFF or to otherwise create obligations of/for AIFF. The Parties hereby acknowledge and agree that any workers or personnel engaged by the Contractor and providing Services on-site at locations as required under this Agreement shall be employees of the Contractor and not of the AIFF for all purposes, including workers' compensation, taxes, compensation and employee benefits. The Contractor agrees that the Contractor shall be solely responsible for payment of all applicable workers' compensation, disability benefits, employee benefits and unemployment insurance and for withholding and paying such employment taxes and income withholding taxes as required.</p>
20.	Health & Safety	6.7	<p>Add following at the end of this Sub-Clause:</p> <p>The contractor must have safety policy based on Occupational Safety and Health Administration (OSHA) requirements.</p> <p>In case the Engineer in its sole discretion, determines any lapse on the safety or house-keeping aspects as major lapse on part of the</p>

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			<p>Contractor then after giving due warning the Project Manager may impose penalty as follows: -</p> <p>On first observation – Rs. 10,000/- (Rupees Ten Thousand only)</p> <p>On second observation – Rs. 50,000/- (Rupees Fifty Thousand only)</p> <p>On third and each subsequent observation – Rs. 1,00,000/- (Rupees One Lakh only)</p>
21.	Samples	7.2	<p>Delete this Sub-Clause and Replace with following:</p> <p>The Contractor shall furnish for approval, with reasonable promptness, samples of materials and workmanship as agreed with the Engineer. The Engineer shall check and confirm approval of such samples with reasonable promptness only to conform with the design concept of the Works and for compliance with the information given in the Contract documents. The work shall be in accordance with approved samples. The procedure for submission and approval of samples shall be as follows:</p> <ol style="list-style-type: none"> 1. All material samples of adequate numbers, sizes, shades and pattern as per specification shall be delivered to the Engineer's office at the Contractor's cost. Samples shall be properly labelled with <ul style="list-style-type: none"> • Name of Project • Name of Contractor • Name of Product • Name of Manufacturer • Date of Submission • Date of fabrication/casting - if applicable 2. Samples shall be accompanied with technical specification / manufacturer's catalogue. 3. In case the Contractor intends to keep an approved sample in his possession he shall submit additional samples for the Engineer's approval.

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
			4. Samples shall be furnished well in advance to give the Engineer reasonable time for their consideration.
22.	Rejection	7.5	Add following at the end of this Sub-Clause All rejected Materials shall be clearly marked and kept separately and should be taken out of site within 7 days.
23.	Commencement of Work	8.1	Delete this Sub-Clause and Replace with following : The commencement date shall be as per Appendix to tender -Part 3, S.No.5
24.	Time for Completion	8.2	The time for Completion shall be as per Appendix to tender -Part 3, S.No.6
25.	Delay Damages	8.7	As per Appendix to tender -Part 3, S.No.13
26.	Defects Liability	11.1	Read Defects Notification Period as per Appendix to the Contract Appendix to tender -Part 3, S.No.7
27.	Provisional Sums	13.5	Not Applicable
28.	Adjustments for Changes in Cost	13.8	Delete this Sub-Clause and Replace with following : The Contract rates shall remain firm for entire duration of Contract. No revision of rate or adjustment of Contract price shall be allowed on any account. The Contract rates are deemed to include the effect of all fluctuations in cost of execution of Works during the duration of Contract and completion of Works
29.	The Contract Price	14.1	Add following at the end of this Sub-Clause: The AIFC shall be responsible for the deduction of such taxes, duties, cess, fees and other impositions as may be deductible and/or payable by it under the Applicable Laws.
30.	Plant & Materials intended for works	14.5	Not Applicable
31.	Payment of Retention Money	14.9	As per Appendix to tender -Part 3, S.No.16

Sr. No.	Headings / Marginal Items	GCC / Sub-Clause	Amendments to the General Conditions of Contract
32.	Currencies of payment	14.15	<p>Delete this Sub-Clause and Replace with following :</p> <p>All amount shall be paid in Indian Rupees</p>
33.	Termination by Employer	15.2	<p>Add following after Sub-Clause 15.2(f):</p> <p>(j) brings the project or AIFF or FIFA or AFC to disrepute by maligning it publicly or acting in a manner which damages the image of the project or AIFF or FIFA or AFC;</p>
34.	Limitation of Liability	17.6	<p>Add following at the end of this Sub-Clause:</p> <p>Total liability of Contract or as mentioned in second paragraph of this Sub-Clause shall be limited to 100% of Contract Price.</p>
35.	General Requirements for Insurances	18.1	<p>Add at the end of this Sub-Clause:</p> <p>The Contractor shall provide the proof of Insurance and relevant insurance policies, prior to signing of this Contract</p> <p>The Contractor shall provide insurance covers (under their Block policy Scheme through their regular agency) to cover Contractors men, machinery, Equipment and Materials Contractor should ensure to keep the policy in force at any point of time for full amount during Contract period and copy of the same be produced to Employer on demand.</p> <ol style="list-style-type: none"> 1. CAR Policy 2. Workmen's compensation 3. Third Party 4. Group personnel Accident Insurance 5. Professional Indemnity Insurance for Design <p>Contractor shall comply with all statutory norms required for the Construction activity. The contractor shall however operate this CAR policy and shall be charged the premium on prorated basis</p>
36.	Insurance against Injury to persons and Damage to property	18.3	<p>Add at the end of this Sub-Clause</p> <p>Minimum Amount of Third-Party Insurance shall be up to Rs. 25 Lacs for a single event and there shall be no upper limit on the number of such events.</p>

Sr. No.	Headings / Marginal Items	GCC / Sub- Clause	Amendments to the General Conditions of Contract
			Professional Indemnity Insurance cover for design is to be covered vide a separate policy for an amount equivalent to Contract Price

ANNEXURE 1– TENDER SECURITY (EMD)

1. WHEREAS M/s. _____ having its registered office at _____ (hereinafter called the 'Tenderer' which expression shall include its heirs, successors, administrators and assigns) intends to submit a Tender the in response to an invitation for tender issued by All India Football Federation vide reference no. _____ dated _____ for the requirement of _____ (equipment, items, materials etc.).

2. Now, by this letter, we the undersigned (Bank's Name and address) whose registered office is at: _____ bind ourselves unconditionally and irrevocably for payment to of the sum of (currency / amount) as Earnest Money Deposit to indemnify in case of default. The conditions of the above obligations are such that if M/s. _____ shall not keep their Tender being submitted to as set forth in the instructions to Tenderers valid and unaltered until nine months from the due date _____ of the tender, viz. _____ refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the Contract, then this obligation remains in full force and effect, otherwise to be null and void.

3. In case this obligation is effective, we, (Bank's Name) undertake to pay to on demand any amount limited to the above indicated sum, upon written request, without any demur or protest and without reference to M/s. within 15 days from the date of such demand in any manner in which may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the tenderer committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) If the Tenderer varies or, modifies his tender in a manner not conforming to Tender Conditions and / or not acceptable to AIFF during the validity period or any extension of the validity duly agreed to by the Tenderer, or
- (c) If a Tenderer whose offer has been accepted fails to furnish Security Deposit within twenty-eight days of award of the Contract or by the date mutually agreed to whichever is later.

In such events, the tender shall be cancelled and the Guarantee deposited by the tenderer stands forfeited to the Government.

4. We, (Bank's Name), agree that our liability to pay is not dependent on conditions on your proceedings against the Tenderer and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the Tenderer.

5. We, (Bank's Name), undertake not to revoke this guarantee during the validity of the tender/ contract, except with the previous consent of AIFF in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Tenderer or any change in the constitution or composition of the Tenderer.

6. This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the Contract resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by AIFF and in any other case until _____.

7. We, (Bank's Name), have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

8. After the herein above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date

Signature of a person duly authorised to sign on behalf of the Bank, with Seal of the Bank

CONTRACTORS TO SUBMIT THIS EMD ON NON_JUDICIAL STAMP PAPER OF RS. 100.00 FROM NATIONALISED BANK ONLY

ANNEXURE 2 – PERFORMANCE BANK GUARANTEE

1. **THIS DEED OF GUARANTEE** executed at _____ day of month _____ of (the year) by the Bank of (Bank's name and address)) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators, and assigns) of the ONE PART in favor of the All India Football Federation (AIFF) (hereinafter called the EMPLOYER which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

2. WHEREAS M/s. (Firm's Name) registered under _____ having its Registered Office (Firm's address) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation, commissioning and handing over of certain equipment, item, material etc., as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

3. AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for (currency / amount) (In Words) being ten percent of the Order / Contract price of (currency / amount) as specified in the said Order / Contract for the execution of the said Order / Contract including the Defects Notification Period.

4. **NOW THIS DEED WITNESSES AS FOLLOWS:**

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by the Employer by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

5. We, the Surety, do hereby agree that the Employer shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Employer will be final and binding on the Surety. The Employer and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order/Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Employer shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

6. We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period up to (date, month and year) and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Employer certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the Contractor. We the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Employer in writing.

7. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Order / Contract by any grant of time given or any indulgence shown by the Employer to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (currency/amount) (In words).

37. This guarantee shall remain in full force till....._____

9. We (Bank's Name) have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

Date:

Signature of a person duly authorised to sign on behalf of the Bank with Seal of the Bank

CONTRACTORS TO SUBMIT THIS EMD ON NON_JUDICIAL STAMP PAPER OF RS. 100.00 FROM NATIONALISED BANK ONLY

ANNEXURE 3 – BANK GUARANTEE (FOR RELEASE OF THE ADVANCE PAYMENT)

1. **THIS DEED OF GUARANTEE** executed at Delhi _____ day of month _____ of (the year) by the Bank of (Bank's name and address)) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators, and assigns) of the ONE PART in favour of the All India Football Federation (AIFF) (hereinafter called the EMPLOYER which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

2. WHEREAS M/s. (Firm's Name) registered under _____ having its Registered Office (Firm's address) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with the Employer for the supply, delivery at site, installation, commissioning and handing over of certain equipment, item, material etc., as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

3. WHEREAS the payment shall be made, after Certification by Engineer for substantial completion of mobilisation of equipment's at site and verification of Bank Guarantee by the Employer.

4. AND WHEREAS If the amount has not been repaid prior to the issue of taking over certificate for the works or prior to Termination under clause 14 (Termination by Employer), Clause 16 (Suspension and Termination) or Clause 19 (Force Majeure) (as the case may be), the whole of the balance outstanding shall immediately become due and payable by the Contractor to the Employer.

5. NOW THIS DEED WITNESSES AS FOLLOWS:

A. In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay, the sum of Rs. _____ (Currency/Amount) (In Words) being amount equivalent to the advance payment released by the Employer, without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by the Employer by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

B. We, the Surety, do hereby agree that the Employer shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Employer will be final and binding on the Surety. The Employer and the Contractor (in consultation with the Employer) shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order/Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Employer shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

C. We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period up to (date, month and year) and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Employer certifies

in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the Contractor. We the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Employer in writing.

D. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Order / Contract by any grant of time given or any indulgence shown by the Employer to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed Rs. _____ (currency/amount) (In words).

E. This guarantee shall remain in full force till _____

F. We (Bank's Name) have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

Date:

Signature of a person duly authorised to sign on behalf of the Bank with Seal of the Bank

CONTRACTORS TO SUBMIT THIS EMD ON NON_JUDICIAL STAMP PAPER OF RS. 100.00 FROM NATIONALISED BANK ONLY

ANNEXURE – 4

Salient Features of Some Major Labour Laws Applicable

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing prescribed minimum (say 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:-** The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided

certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process

SECTION 7

TECHNICAL SPECIFICATION

(ATTACHED SEPERATELY)

SECTION 8

BILL OF QUANTITIES

(ATTACHED SEPERATELY)

SECTION 9

**TENDER DRAWINGS
(ATTACHED SEPERATELY)**