## TENDER FOR SELECTION OF CIVIL CONTRACTOR FOR REHABILIATION AND RENOVATION WORKS AT THE AIFF TRAINING CENTRE IN FATORDA GOA



# **VISION 2047**

### **ALL INDIA FOOTBALL FEDERATION**

Football House, Sector 19, Dwarka,

### New Delhi-110075

Date of Issue of Tender	<b>13</b> February 2023
Pre-Bid Meeting	16 February 2023 (1100 Hrs)
Last date of submission	22 February 2023 (1700 Hrs)
Date of opening of Technical Bids	23 February 2023 (1100 Hrs)

### **DEFINITIONS**

'AIFF' shall mean All India Football Federation

'Authority' shall mean All India Football Federation (AIFF).

'Bid' shall mean the Eligibility Proposal and Financial Proposal collectively submitted by a bidder in response to the Request for Proposal (RFP)

'Board' means the Executive Committee of the AIFF

'Chartered Account' shall mean and include such person(s) defined and eligible under the applicable Chartered Accountants Act 1949.

'Company' shall have the meaning ascribed to it in the Companies Act 2013.

'Contractor' shall mean the Entity selected to carry out the renovation and rehabilitation works at the site.

'Letter of Intimation & Demand or 'LoID' is as defined & explained in this RFP.

'Partnership Firm' shall have the meaning ascribed to it in the Partnership Act 1932.

'Performance Security" is as defined & explained in this RFP

'RFP' shall mean Request for Proposal.

'Schedule of Payment' is as defined & explained in this RFP.

'Subsequent Instalments' is as defined & explained in this RFP.

'Site' is the AIFF training centre located at B-1 Ambaji Road, Fatorda,

Raia, Ambaji Road, Gawlia Wada, Fatorda Goa 403602

### NOTICE INVITING e-TENDER (NIT)

Authority invites online percentage rate /item rate tender as per schedule as under:

Tendering Document No.	÷	003/2023
Name of the Work	•	TENDER FOR SELECTION OF CIVIL CONTRACTOR FOR REHABILIATION AND RENOVATION WORKS AT THE AIFF TRAINING CENTRE IN FATORDA GOA
Period of Engagement	:	180 days from issuance of work order
Earnest Money Deposit	:	Rs. 50,000
Non-refundable Tender Processing Fee	•	Rs. 10,000/- (Rupees Ten Thousand Only)
Document Download / Sale Start Date	:	13 February 2023
Period during which hard copy of the documents as per RFP shall be submitted. (With all technical credentials)		Within 21 February 2023
Bid Submission Closing Date	:	22 February 2023
Bid Opening Date	:	23 February 2023
Date & Time of Opening of Financial Tender	•	Will be intimated later to successful Bidder
Validity of offer	:	180 days from the date of Submission of price bid
Pre-Tender Meeting & Venue		To be notified by the Authority
JV/ Consortium	:	JV/ Consortiums are not allowed.

The Bidder if required may submit queries in writing on E-mail Id : goaoffice@the-aiff.com Before the pre-bid meeting.

### DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Assumptions, assessments, and statements do not purport to contain all the information that each Applicant may require and also may not be complete, accurate, adequate or correct. Each Applicant 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. The Authority accepts no responsibility for the accuracy or otherwise for any information, interpretation or opinion of law expressed herein.

The Authority and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise. The Authority 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.

(Dr. Shaji S. Prabhakaran)

Secretary-General

All India Football Federation (AIFF)

Dated: 13th Feb 2023

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### **SECTION - 1: INTRODUCTION**

### 1.1 Background & Objectives

The All India Football Federation, a society established under the Act of Parliament, having its Office at Football House, Sector 19, Dwarka, New Delhi 110075 (hereinafter referred as "the Authority"), intends to undertake renovation and rehabilitation works at the site.

All India Football Federation's National Centre of Excellence is planning to upgrade and renovate the kitchen, the entrance, the chajjas, rehabilitate the rooms, office and passages, replace titles on roof, mend wall damp on site.

In this context, the Authority intends to hire the services of the civil contractor to undertake the abovementioned renovation and rehabilitation works. For the said reason, the Authority is herewith floating this instant RFP.

### 1.2 Request for Proposal (RFP)

Authority invites proposals (Single Stage, Two Packet Bid System) from experienced Contractors for Appointment of Contractor and Submission of Bids. Apart from Online submission through email to <a href="mailto:goaoffice@the-aiff.com">goaoffice@the-aiff.com</a>, the Sealed Bids also have to be submitted along with all the details as mentioned in the RFP Document to:

The Secretary-General,
All India Football Federation (AIFF),
Football House, Sector 19,
Dwarka, New Delhi – 110 075
Telephone – 011-25308200
Designated Email – goaoffice@the-aiff.com

### 1.3 Brief Description of the Selection Process for the Applicant

The Bid comprising of Technical Proposal and Financial Proposal is to be submitted in two separate sealed envelopes. Evaluation of the Technical Proposal shall be carried out in first stage. Based on its outcome technical evaluation will be completed and a list of qualified applicants shall be prepared. In next stage financial evaluation of the qualified applicants will be carried out. The financial bids of only the technically qualified bidders shall be opened. The lowest financial bid shall be the selected bidder for carrying out the herein mentioned mandate. The detailed process is explained in the following sections. The details of the RFP documents are as follows:

- A. The Applicants are invited to submit Proposals, as specified in the RFP, for theservices required for the Assignment. The term "Applicant" refers to a single entity to execute the assignment. The Advisory Firms shall carry out the services in accordance with the Terms of Reference of this RFP (the "TOR").
- B. Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- C. The Authority shall timely provide, the inputs and facilities required to carry out the services. Relevant project data shall be provided and reports related to the Assignment available with the Authority. However, for avoidance of any doubt, it is hereby clarified that the aforesaid data/information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants. The Applicants are hereby advised to use their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Authority and/ or any of his advisors.
- D. Applicants shall have to bear all costs associated with the preparation and submission of their proposals, and their participation in the RFP process, including postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Proposal.
- E. Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "PDD").
- F. Number of Proposals: No Applicant or its Associate shall submit more than one Application / Proposal / Bid for the Consultancy.
- G. The selected contractor shall be required to execute an agreement on non-judicial stamp with required stamp duty (Rs. 200/-) in the prescribed format. The stamp duty will be borne by the empaneled agency.
- H. Compliance to the guidelines of Central Vigilance Commission (CVC) and other statutory authority (ies) will have to be ensured by the agency/ Applicant.
- Right to reject any or all Proposals: Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any

obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof without prejudice to the generality of above, the Authority reserves the right to reject any proposal if:

- i, at any time, a material misrepresentation is made or discovered, or
- ii. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

### 1.4 ACKNOWLEDGEMENT BY APPLICANT

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) Made a proposal after complete and careful examination of the RFP.
- b) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority
- c) Satisfied himself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under
- d) Agreed to be bound by the undertaking provided by it under and in term hereof.

### 1.5 RFP PROCESSING FEE

The RFP submissions shall be accompanied by for non-refundable processing fee of INR 10,000/- (Rupees Ten Thousand Only), only through Demand Draft, towards processing fee (non-refundable). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Authority.

The Bidder shall deposit a refundable BID Security (EMD) of Rs. 50,000 (Rupees Fifty Thousand Only) in accordance with the provisions of this RFP. The Bidder has to provide the BID Security (EMD) through Demand Draft of the herein above mentioned amount a copy of which shall be emailed to <a href="mailto:goaoffice@the-aiff.com">goaoffice@the-aiff.com</a> at the herein prescribed format and hardcopy submitted in the herein prescribed format to the Authority's headquarters.

The BID shall be rejected if it is not accompanied by the BID Security. The BID Security shall be refundable not later than 180 (one hundred and eighty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement.

### **SECTION - 2: INSTRUCTIONS TO APPLICANTS**

### 2.1 SUBMISSION OF PROPOSAL

The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical Proposal and Financial proposal shall be submitted in the prescribed Form at Appendix - I and Appendix - II respectively.

### 2.2 VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

Applicants are encouraged to submit their Proposals after visiting the office of the Authority, if necessary, and ascertaining for themselves the availability of documents and other data with the authority, applicable Laws and regulations or any other matter considered relevant by them.

### 2.3 AMENDMENT OF RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by issuance of Addendum / Amendment, by conveying the same to the applicants by fax or e-mail or by posting on the website and the amendments will be binding on all applications.

### 2.4 RIGHT TO REJECT ANY OR ALL PROPOSALS

The Authority reserves the right to accept or reject any Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

If such disqualification / rejection occurs after the Proposals have been opened and the Selected Bidder Applicant gets disqualified / rejected, then the Authority reserves the right to cancel the bidding process or take any other measure as may be deemed fit in the sole discretion of the Authority.

### 2.5 PREPARATION AND SUBMISSION OF PROPOSAL

a. The Proposal and its copy shall be signed by the authorized signatory of the applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations shall be signed by the person(s) signing the

- Proposal. The authorized representative must properly sign the Proposal. Authorization of such authorized signatory of the applicant shall also be furnished along with such proposal.
- b. Applicant should note that except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and the evaluation will

- be carried out only on the basis of Documents received by the closing time of bid submission, unless the same has been expressly sought for by the Authority.
- c. Advisory Firms are requested to submit their Proposal in English language. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- d. In preparing their Proposal, Advisory Firms are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- e. Applicants should note the Proposal Due Date, as specified in RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. For the avoidance of doubt, the Authority reserves the right to seek clarifications in case the proposal isnon-responsive on any aspects.
- f. The Technical Proposal should provide the information using the attached Standard Forms as per "Annexure 1".
- g. Only those Projects / Assignments which are 100% complete shall be considered for evaluation.
- h. The Advisory Firms may be subjected to local taxes (income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Authority except GST that shall be paid extra. Advisory Firms must do their due diligence about the tax implications and Authority will not be liable for any incident.
- i. While submitting the Proposal, the Applicant shall in particular, ensure that :
  - All forms are submitted in the prescribed formats and signed by the prescribed signatories.
  - The authorization certificates in form of completion certificate or CA certificates.
  - CVs of all Key Personnel have been included.
  - Key Personnel have been proposed for the assignment.
  - The CVs have been signed and dated, by the authorized signatory.
  - The technical proposal shall not include any financial information relating to the Financial Proposal.

### 2.6 FINANCIAL PROPOSAL

- a. Applicants shall submit the financial proposal online in given format.
- b. In the event of any difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- c. While submitting the Financial Proposal, the Applicant shall ensure the following:
- All the costs associated with the assignment shall be included in the financial Proposal, excluding GST that shall be paid extra.

- These shall normally cover remuneration for all the Personnel, accommodation, boarding & lodging, journey expenses including equipment, printing of documents, internal transport etc.
- The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. Incase any assumption or condition is indicated in the Financial Proposal, it shall be be be rejected.
- The rate quoted shall be throughout the period of performance of the assignment up to and including discharge of all obligations of the Contractor / Applicant under the agreement.
- d. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
- e. The Proposal shall be valid for six months from the date of submission of bid.

### 2.7 MANNER OF SUBMISSION OF PROPOSAL

- a. The intending applicant must read the terms and conditions of the RFP document carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- b. Information and Instructions for Tenderers posted on Website(s) shall form part of tender Document.
- c. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer, but the tender can only be submitted after uploading the mandatory scanned documents on the designated email id.
- d. The Bidder shall submit the Technical BID & Financial Bid online through email at <a href="mailto:goaoffice@the-aiff.com">goaoffice@the-aiff.com</a> in comprising of the following documents along with supporting documents as appropriate:

### 2.8 CHECKLIST FOR ONLINE SUBMISSION: ENVELOPE (A, B AND C)

### Envelope-A will contain: (Hardcopy and online submission is necessary)

- a. Proof of payment through Demand Draft towards cost of tender document/Acknowledgement towards cost of tender processing fee submission as sent to the email id: <a href="mailto:goaoffice@the-aiff.com">goaoffice@the-aiff.com</a>
- b. Proof of payment through Demand Draft for EMD as sent to the email id goaoffice@the-aiff.com.

### Envelope-B will contain: (Hardcopy and online submission is necessary)

a. Scanned copy of all approved/authenticated documents as per Para

"Conditions of Eligibility of Applicants" of this RFP.

- b. Letter of Acceptance of tender conditions as per format enclosed.
- c. Relevant Documents of Key personnel.
- d. Any other documents as asked in RFP document.

### **Envelope-C will contain: (Only online submission is necessary)**

- a. The Financial Bids shall be emailed only strictly in the prescribed format.
- b. If the applicant offers any condition or conditional rebate, their tender shall summarily be rejected.
- c. The applicants are required to quote strictly as per terms and conditions, specifications, standards given in the RFP documents and not to stipulate any deviations.
- d. Applicant can email the documents in PDF format only to <a href="mailto:goaoffice@the-aiff.com">goaoffice@the-aiff.com</a>.
- e. If the advisor is found ineligible after opening of tenders, his tender shall become invalid and cost of RFP document and processing fee shall not be refunded.
- f. If any discrepancy is noticed between the documents as uploaded at the time of submission of RFP and hard copies as submitted physically by the applicant, the RFP shall become invalid and cost of RFP document and processing fee shall not be refunded.

### 2.9 REFUNDED MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

- a. The Applicant cannot modify, substitute and can only withdraw its Proposal after submission, provided that written notice of the withdrawal is received by the Authority prior to last date for submission of bid. No Proposal shall be withdrawn by the Applicant on or after the last date for submission of bid.
- b. The withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "WITHDRAWAL", as appropriate.

### 2.10 Limitation of Lability

Applicant's total liabilities for any claim or recovery in respect of any cost, expenses, loss or damage of an indirect or direct or consequential nature under this Contract shall be limited to total value of the Contract paid to the Applicant.

### 2.11 EVALUATION PROCESS

a. The Authority shall open the Proposal as per the date mentioned in the NIT

section. The Envelops marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be opened for the Technically Qualified bidders at a date, which will be notified subsequently. Proposal for which notice of withdrawal has been submitted shall be not opened.

- b. As part of the evaluation, the Technical bid of the Applicant shall be opened first. Only when it is found out that the Applicant has qualified the technical criteria in terms as mentioned therein the RFP, that the financial bid of the Applicant be opened.
- c. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- d. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process.
- e. Based on the proposals submitted a presentation has to be given by the bidders wherein the bidders are required to present their capacity of handling the project and also need to present the understanding on the scope of work along with the methodology of work.
- f. A presentation to be made by the bidders regarding.
  - Company profile
  - Similar assignments executed
  - Understanding of the project.
  - Approach and methodology to carry out this assignment.
- g. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicants if the assignment is subsequently awarded to it.
- h. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights

and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- i. Bids shall be ranked based on their financial quote. The lowest financial quoting bidder shall be ranked highest.
- j. Technical Bids shall be evaluated based on total score of 100. The Evaluation and score shall be based on competency of Firm/ Consortium, financial credentials, quality of manpower commitment, and a presentation on the Approach and Methodology. Score above 80 out of 100 shall only be qualified technically.
- k. Financial bids shall be opened for financial ranking, only for bidders qualifying technically.
- I. The "Evaluation Committee" appointed by the AIFF will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system.

### 2.12 Technical evaluation

Based on the submitted technical proposal, relevance of credentials and understanding of this assignment – each Bidder shall be assigned a technical score out of 100. This maximum score of 100 itself if divided into two Sections, with Section A carrying 80 marks and Section B carrying 20 marks. Only those bidders who score a minimum total of 80 marks out of 100 (comprising of both Section A and Section B) in the technical evaluation shall be considered for further financial evaluation.

### 2.13 PROPOSED TEAM

S. No.	Key		
	Personnel	Responsibilities	

1.	Civil Contractor Engineer	<ul> <li>Lead, co-ordinate and supervise the multi-disciplinary team on the project</li> <li>Lead the technical and engineering aspects in the project</li> <li>Lead the development of various deliverables and ensure smooth implementation of the internal quality assurance mechanism and be ultimately responsible for quality output.</li> </ul>
2.	Architect	The Architect will be responsible for architectural and master planning consultancy as per TOR true to the applicable local DCR norms and bye laws.  Architect will be responsible for interacting with local/ district/ state civic, registration and revenue authority for extracting any required information and documents.  Architect shall be responsible for interacting with AIFF officials as and when required and during architectural presentation.

# Conditions of Eligibility of Applicants & its Key Personnel:

			Evaluation of Bids (Technical and Financial)
ť	Proposal Evaluation	• • • •	Technical Evaluation of eligible firms will be undertaken based on criteria as below.  Technical Experience and Presentation: Technical scoring will be provided as per the Criteria defined below.  O Financial Evaluation: Price bids be opened and evaluated as per RFP terms. Lowest Price Quote will be awarded this instant work.  The Applicant must be incorporated & registered in India under Companies Act 2013 and should have a minimum experience of 5 years in Real Estate consulting services in India. Applicant must provide certificate of incorporation as documentary proof of the same.  The applicant shall provide a solvency certificate of an average amount of INR 40 Lakhs in the form of a bank solvency certificate.
			Technical Evaluation – 100 marks (Section A + Section B)
			Section A (80 marks)
17	Company Capability	•	Company Capability – Max 20 marks  Turnover of the company in the last 3 consecutive financial years preceding the Proposal Due Date (PDD) as per the audited balance sheets.  o Average Turnover of less than INR Rs. (₹) 20 Lakhs Only (20,00,000) from the civil engineering services à 5 Marks  o Average Turnover of more than INR Rs. (₹) 50 Lakhs Only (50,00,000) and less than INR Rs.  (₹) 1 crore (1,00,00,000) from the civil engineering services à 10 Marks  o Average Turnover of more than INR Rs. (₹) 1 Crore Only (1,00,00,000) from the civil engineering services à 20 Marks

2. Sim		implementation services).	services),		infrastructure / real estate advisory advisory/consultancy services (excluding tax, audit, and n implementation services),
	Similar Experience	a) Similar Exper	a) Similar Experience: Max. 40 marks	WI.	
		i) Advisory / con Undertaking Residential/com in past 10 years of 40 marks.	nsultancy assignment (PSU)/Private Se mmercial/retail projec s preceding the PDD.	ents granted by Cent Sector for re jects, each Project C D. Each project shal	i) Advisory / consultancy assignments granted by Central Government / State Government / Public Sector Undertaking (PSU)/Private Sector for renovation and rehabilitation works of Residential/commercial/retail projects, each Project Cost of more than INR. 40 lakhs (excluding land cost) in past 10 years preceding the PDD. Each project shall be awarded 10 marks each subject to a maximum of 40 marks.
x		Similar project Statutory Audit. without necesss	Similar project experience shall be supported Statutory Auditor/C.A./Client clearly stating th without necessary proof will not be considered	supported by re / stating the requ considered	Similar project experience shall be supported by relevant documents such as Certification issued by Statutory Auditor/C.A./Client clearly stating the requirements considered under evaluation. Experience without necessary proof will not be considered
3. Key	Key Experts	Team to be dep	Team to be deployed: Max. 40 marks	S	
		Key Personnel	Education Qualifications	Marks awarded	Experience on Eligible Assignment
		Civil Contractor Engineer	Graduate in civil engineering	20	He should have led teams to complete assignments of criteria as mentioned herein this RFP.

of The Architect should have experience in at	ture least 2 Eligible Assignments	ain 20	nt;	be	pi	with COA ) with	if	ce
Bachelor of	Architect Architecture	or, domain	equivalent;	Needs to be	registered	with CO	5 years of	experience

### 2.14 Financial Evaluation

- a. The financial proposal of only technically qualified bidders would be opened for further consideration.
- b. The Financial proposal will be evaluated on the Civil Contractor fees which will be paid to the Civil Contractor.
- c. The detailed contents of each of the technically qualified bidder's Financial Proposal will be subsequently reviewed by the Authority. During the examination of Financial Proposals, the Authority's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Bidder who has submitted a Financial Proposal.
- d. Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal.
- e. Financial Proposals will be checked for computational errors, and prices will be corrected and adjusted as necessary. The total price for each Financial Proposal will be determined.
- f. The lowest financial quote shall be ranked the highest and awarded the works as mentioned herein.

### 2.15 CLARIFICATIONS

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarification / additional information from any Applicant regarding its Proposal. Such clarification (s) shall be provided in writing within the time specified by the Authority for this purpose failing its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by constructing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

### 2.16 APPOINTMENT OF ADVISER

a) AWARD OF WORK: After selection, a Letter of Award (the "LOA") shall be issued in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless

it consents to extension of time submission thereof, cancel the LOA Within 10 days of receipt of signed LOA, the Authority shall notify the Selected Bidder of a date whence, the Selected Bidder shall come down to the Authority's headquarters to execute the Articles of Agreement. Within 3 days of the execution of such Articles of Agreement in terms of this instant RFP, the Authority shall issue the work order in favour of the Selected Bidder.

- b) **COMMENCEMENT OF ASSIGNMENT:** The Selected Bidder (henceforth termed as "Advisor") shall commence the work as per the Terms of Reference within 10 days of the receipt of the work order. If the Selected Bidder fails to either acknowledge the LOA or fails to execute the Articles of Agreement or commence the assignment as specified herein above, the Authority may consider cancelling the tender allotment. In such an event, the LOA or even the Articles of Agreement as the case may shall stand cancelled / terminated. Once the Articles of Agreement is signed, the detailed work order will be issued to the Selected Bidder.
- c) **DURATION OF ASSIGNMENT:** The duration of the project shall be of 60 days post date of issue of work order, that may be extend further for such tenure as the Authority may deem fit based on the performance.

### 2.17 PAYMENT SCHEDULE

The payment terms for the purpose of this RFP are as mentioned below:

- (I) On LOA: 10%
- (II) Completion of Kitchen: 20 %
- (III) Water proofing of Chajjas: 20 %
- (IV) Rehabilitation work inside:10%
- (V) Internal Painting work: 10 %
- (VI) Pavers: 10 %
- (VII) Main Entrance: 10 %
- (VIII) After completion certificate: 10 %

The bidder will periodically share photos on mails The bidder has to be double sure about the payment terms for the services rendered by themselves, Authority shall not be liable to make any payment in excess of such financial quote submitted by the Selected bidder/Applicant.

### 2.18 MISCELLANEOUS

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- a. Suspend and / or cancel the Selection Process and / or amend and / or supplement the Selection Process or modify the dates or other terms of conditions relating thereto.
- b. Consult with any Applicant in order to receive clarification or further information. Retain any information and / or evidence submitted to the Authority by, on behalf of and / or in

- relation to any Applicant; and / or
- c. Independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- d. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto, and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- e. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

### **TERMINATION OF AGREEMENT**

- a) The agreement herein may be terminated If any winding up or corporate insolvency or liquidation proceedings are contemplated or initiated against the Civil Contractor. Further, the Authority shall be entitled to terminate the agreement and entrust the work to any other Applicant in case (as mentioned below).
- b) If the Civil Contractor shall close their business or die or become incapacitated from acting as such Applicants, then the Agreement shall stand terminated.
- c) In case
- (i) the Civil Contractor fail to adhere to the time schedule stipulated in the Para-F herein or the extended time which may be granted by the Authority in his sole discretion, or
- (ii) there is any change in the constitution of the Applicants' company or firm for any reason whatsoever, the Authority shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Applicants.
- d) In case of termination under sub-clause (a) or (b) or (c), the Authority may make use of all or any drawings, estimates, measurements or other documents prepared by the Applicants, after a reasonable payment up to the stage of work done for the services of the Applicants for preparation of the same in full as provided herein, provided always that all the sanctions and approved plans/ designs and other drawings shall remain the property of the Authority and the same shall be surrendered by the Applicants to the Authority within ten days from the date of such termination, without demur.

### 2.19 TRANSFER OF INTERESTS

The Applicants shall not assign, sublet or transfer their interest in this Agreement, without the written consent of the Authority.

### 2.20 ARTICLES OF AGREEMENT

The Applicant has to sign the agreement as per attached "Article of Agreement". This agreement shall be executed in duplicate and the Authority shall retain the original and the Applicants shall retain the duplicate. The Applicant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

### **ARTICLES OF AGREEMENT**

ARTICLES	OF	AGREEMENT	made	this_	day of
					BETWEEN

ALL INDIA FOOTBALL FEDERATION (AIFF) (hereinafter called "the Authority") and having its Head Office at Football House, Sector 19 Dwarka, New Delhi — 110075 of the **ONE PART**;

M/s	***************************************
(here	n after called "the Applicant") having its office at
	of the <b>SECOND PART</b> ;

WHEREAS the Authority is desirous of getting executed "

TENDER FOR SELECTION OF CIVIL CONTRACTOR FOR REHABILIATION AND RENOVATION WORKS AT THE AIFF TRAINING CENTRE IN FATORDA GOA" and has caused the terms and conditions of the contract showing and describing the work to be done to be prepared by or under the direction of the Authority.

AND WHEREAS the said terms and conditions have been signed by or on behalf of the partieshereto.

AND WHEREAS the Applicant has agreed to offer his/her services upon and subject to the conditions set forth in the Scope of Work, Scale of Fees, Mode of payment, Terms and Conditions and Work Order of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said Terms and conditions at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

### NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1. In consideration hereinafter mentioned, the Applicant will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to Scope of Works and in the said conditions.
- 2. The Authority shall pay the Applicant the said fee / amount or such sum as shall become payable at the times and in the manner specified in the said conditions of the RFP.
- 3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties heretoshall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
- 4. This Agreement and documents mentioned herein shall form the basis of this contract.
- 5. The Applicant shall afford every reasonable facility for execution of the said work.
- 6. Time shall be considered as the essence of this contract, and the Applicant hereby agrees to complete the entire work within the time period prescribed in the Time schedule reckoned from the date of issue of work order subject nevertheless to the provision for extension of time.
- 7. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have the jurisdiction to determine the same to the exclusion of all other courts.
- 8. That the several parts of this contract have been read by the Applicant and fully understood by the Applicant.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

AIFF		Applicant	
Signature 1		Signature 1	
Name		Name	
Designation		Designation	
Place	New Delhi	Place	
Date		Date	

### 2.21 ARBITRATION

If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this Agreement, the decision of the Authority is final and binding except in respect of matters for which it is provided hereunder that the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the Authority shall send to the Applicant within thirty days of the Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organisation of the Authority or the Applicant.

The Applicant shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Authority within 15 days of receipt of the names. The Authority shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Applicant fails to communicate such selection as provided above within the period specified, the Authority shall make the selection and appoint the sole arbitrator from the panel notified to the Applicants.

If the Authority fails to send to the Applicants the panel of three names as aforesaid within the period specified, the Applicant shall send to the Authority a panel of three names of persons who shall be unconnected with either party. The Authority shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the Authority fails to select the person and appoint him as the Sole Arbitrator within 30 daysof receipt of the panel and inform the Applicant accordingly, the Applicant shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Authority.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as in force fromtime to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the arbitrator in the award.

The Authority and the Applicant also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

### **SECTION - 3: DOCUMENTS**

Following documents and formats are to be submitted as part of the proposal. The forms and formats are to be duly filled as required.

### 3.1 DOCUMENTS FOR TECHNICAL PROPOSAL (APPENDIX 1)

The Proposal includes the following documents:

Form 1: Letter of Proposal

Form 2: Particular of Key Personnel to deployed for the Assignment.

Form 3: Curriculum Vitae (CV) of Key Personnel

Form 4: Assignments of Key Personnel

### 3.2 DOCUMENTS FOR FINANCIAL PROPOSAL (APPENDIX 2)

The Financial Proposal includes the following documents:

Form 1: Covering Letter

Form 2: Financial Proposal

### APPENDIX – 1: TECHNICAL PROPOSAL FORMS

### FORM - 1: LETTER OF PROPOSAL

(On Applicant's, letterhead) (Date and Reference)

To,
The Secretary-General,
All India Football Federation
Football House, Sector 19, Dwarka,
New Delhi-110075
Tel no. - . 011-25308200
Designated Email — goaoffice@the-aiff.com

Sub: TENDER FOR SELECTION OF CIVIL CONTRACTOR FOR REHABILIATION AND RENOVATION WORKS AT THE AIFF TRAINING CENTRE IN FATORDA GOA

Ref: Your tender ID no. 003/2023

Dear Sir.

With reference to your RFP Documents No. 003/2023 dated , I / We, having examined all relevant documents and understood their content, hereby submit our Proposalfor SELECTION OF CIVIL CONTRACTOR FOR REHABILIATION AND RENOVATION WORKS AT THE AIFF TRAINING CENTRE IN FATORDA GOA. The proposal is unconditional and unqualified.

- 1. I / We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the advisor and we certify that all information provided in the Proposal and in the Appendix is true and correct and documents accompanying such Proposal are true copies of their respective originals.
- 2. I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise waive our right to challenge the same on any account whatsoever.
- 3. I / We certify that in the last three years, we or any of our Associates have neither failed to perform any contract as evidenced by imposition of penalty or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or by any PSU nor been expelled from any project or contract by any public authority or have had any contract terminated by any public authority for breach on our part.
- 4. I / We declare that :

- 4.1. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any public sector enterprise or any government, centralor State; and
- 4.2. I / We hereby certify that we have taken steps to ensure that in conformity with the provision of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 4.3. I / We understand that the Authority may cancel the Selection Process at any time and that the Authority is neither bound to accept any Proposal nor to select the advisor, without incurring any liability to the Applicants.
- 5. I / We agree and understand that the proposal is subject to the provision of the RFP document. In no case, shall I / We have any claim or right of whatsoever nature, if the appointment of Adviser is not awarded to me / us or our proposal is not opened or rejected.
- 6. I / We agree to keep this offer valid for six months from the Proposal Due Date specified in the RFP.
- 7. In the event of my / our firm being selected as the advisor, I / we agree andundertake to provide the services of the Advisor in accordance with the provision of the RFP and the Terms of Reference and that the Advisor shall be responsible for proving the agreed services himself and not through any other person or Associate.
- 8. I / We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to Selection Process including the award of the job of Advisor.
- 9. The Financial Proposal is being submitted in separate cover. This Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 10. I/We have clearly read and understood the terms and conditions of this document & I / We agree and undertake to abide by all the terms and conditions of the RFP Document.
- 11. In witness thereof, I / we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

For and on behalf of .......

(Signature, name and designation of the authorised signatory)

(Name and seal of the bidder)

FORM – 2: PARTICULARS OF KEY PERSONNEL FOR THE ASSIGNMENT

SI. No	Name	Designation	Education	Total experience	No of years with present employer
1					
2					
3					
4					

(Signature, name and designation of the authorised signatory)

(Name and seal of the bidder)

### **FORM – 3: CURRICULUM VITAE**

1.	Proposed Position:
2.	Name of Personnel:
3.	Date of Birth:
4.	Nationality:
5.	Educational Qualifications:
6.	Employment Record: (Starting with present position, list in reverse order every employment held.)
7.	List of projects on which the Personnel has worked.
	Name of Project Description of responsibilities
Certif	ication:
	I am willing to work on the Project and I will be available for entire duration of the ct assignment as required.
	the undersigned, certify that to the best of my knowledge and belief, this CV correctly ibes my qualifications, my experience and me.
(Signat	ture and name of the Professional Personnel)
Place	
(Signa	ture and name of the authorised signatory of the Applicant)
Note	es:
1. Us	se separate form for each Key Personnel and Support Personnel.

**FORM – 4: Assignments of Key Personnel** 

1,	Name of Key Personnel:
2,	Designation of Key Personnel:
3.	Name of the Project:
4.	Type of Project (Sector PPP/Other PPP/Sector/Other)
6.	Name of Consulting Firm where employed:
7.	Description of services performed by the Key Personnel (including designation):
10.	Estimated capital cost of the Project (in Rs crore ):
11.	Start date of the services (month/year):
12.	Finish date of the services (month/year):
13.	Brief description of the Project:

### Notes:

1. Use separate sheet for each Eligible Assignment.

### APPENDIX - II: FINANCIAL PROPOSAL FORMS

- Renovation of main gate of building.(including of the old existing steps and inside roof inside the waiting room,Leveling the floor with the same existing floor and changing room and matching tiles,new opening in the wall new door and new steps outside)
- Construction of new Kitchen outside.(Approx 37 Sq m area)
- Pavers outside.
- Total rehabilitation work outside.
- Total water proofing of Chajjas.
- Total internal painting work.
- Total external & internal plumbing work.

Note: The site can be inspected for measurements /works to be undertaken by the prospective Vendors.

### **FORM - 1: COVERING LETTER**

(On Applicant's letter head) (Date and Reference)

To,
The Secretary-General
All India Football Federation
Football House, Sector 19, Dwarka,
New Delhi-110075
Tel no. – 011-25308200
Designated Email – goaoffice@the-aiff.com

Sub: Selection of Civil Contractor For Rehabiliation And Renovation Works At The Aiff Training Centre In Fatorda Goa

Ref: Your RFP ID no.003/2023

Dear Sir,
/ We,
/ We agree that this offer shall remain valid for a period of 180 days from the date of submission of bid or such further period as may be mutually agreed upon.
Yours Sincerely,
(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

### FORM - 2: FINANCIAL PROPOSAL

(On Applicant's letter head)

Consultancy Fees	Grand Total
Civil Contractor Fees (including fees, out of pocket expenses, contingencies, etc.) (Including all other Taxes but excluding GST)	
Total Cost in figure (in INR)	
Total Cost in words	

### Note:

- 1. The commercial figure quoted will be an all-inclusive figure inclusive of out-of pocket expenses and all taxes payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes except service tax, duties, etc., such a Financial proposal will be treated as an invalid proposal.
- 2. All taxes quoted will be assumed to be as on 10th day prior to the date of submission of bid. Any changes in the statutory taxes or levies affected by Central/State/OtherGovernment bodies after this date will be considered and applied after due authorization.
- 3. No escalation on any account will be payable on the above amounts.
- 4. All payments shall be made in Indian Rupees. The Remuneration expenses shall be inclusive of all taxes

Dated this [day / month / year] Authorized Signatory (in full and initials): Name and title of signatory

Duly authorized to sign this Proposal for and on behalf of [Name of Applicant]
Name of Firm:

### **SECTION 4: TERMS OF REFERENCE (TOR)**

- Renovation of main gate of building.(including of the old existing steps and inside roof inside the waiting room,Leveling the floor with the same existing floor and changing room and matching tiles,new opening in the wall new door and new steps outside)
- b.Construction of new Kitchen outside.(Approx 37 Sq m area)
- c.Pavers outside.
- Total rehabilitation work outside.
- Total water proofing of Chajjas.
- Total internal painting work.
- Total external & internal plumbing work.

Note: The site can be inspected for measurements /works to be undertaken by the prospective Vendors.