

Request for Proposal for
Appointment of Agency for Construction of Floating Public Bathing Pond in Saryu River in Ayodhya (U.P.)



अयोध्या विकास प्राधिकरण

**AYODHYA DEVELOPMENT
AUTHORITY**



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AYODHYA DEVELOPMENT AUTHORITY

Request for Proposal for
Appointment of Agency for Construction of Floating Public Bathing Pond in
Saryu River in Ayodhya (U.P.)

Issued by:
AYODHYA DEVELOPMENT AUTHORITY
Civil Lines, Kosi Parikrama Road,
Ayodhya, Uttar Pradesh-224001

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1. DATA SHEET

1	Name of the Project	RFP for Appointment of Agency for Construction of Floating Public Bathing Pond in Saryu River in Ayodhya (U.P.)
2	Duration of the Assignment	The duration of completion of Project is Three (03) Months. The VC, ADA reserves the right to terminate the tender process at any stage before the award of work, without any prior notice and cause at their sole discretion.
3	Estimated Cost	INR 2,98,00,000/- excluding GST.
4	Method of selection	Project will be selected on the basis of Least Cost Selection method and will be executed on Job rate basis.
5	Bid Processing Fee	Non-refundable fee of INR 5,900/- including GST. The payments shall be made through given link/portal https://emdada.ayodhyada.in/loginWithotp
6	Earnest Money Deposit (EMD)	EMD shall be INR 8,94,000/- The payments to be made through https://emdada.ayodhyada.in/loginWithotp (Online mode) in favor of Secretary A.D.A. Validity: EMD shall be valid for a period of 180 days from Proposal Due Date.
7	Bank Guarantee	5% of tendered cost in the form of Bank Guarantee from any Nationalized/Scheduled Bank which shall remain valid up to defect liability period.
8	Name of the Authority's official for addressing queries and clarifications	Secretary, Ayodhya Development Authority Ayodhya, Uttar Pradesh-224001 Telephone: +91-7355541575 E-mail: vcafda@gmail.com
9	Account details	ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran Account Number: 029005501009 IFSC code: ICIC0000290
10	Bid Validity Period	120 days from Proposal Due Date
11	Proposal Language	English
12	Proposal Currency	INR ₹
13	Consortium / JV to be allowed	Not Allowed
14	Date & Timeline	As per N.I.T.

Ayodhya

[Signature]

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Note:

- a) Bidders (authorized signatory) shall submit their offer Online only (both for technical and financial proposal) at e-tendering portal of <https://etender.up.nic.in> in electronic format with Digital Signature.
- b) For Pre-Bid queries, bidders shall also send their queries in the given format via email.

Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification Required
1				
2				

The bidders shall send their queries in pdf as well as editable format (excel/word document).

No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.

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2. INSTRUCTIONS TO APPLICANTS

A. General instructions

1. Number of Proposals and respondents
2. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
3. Partnership/Proprietorship/Companies can participate in the bid.
4. Joint venture/Consortium is not allowed
5. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.

Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

3.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

3.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification: "Queries/Request for Additional Information concerning RFP to undertake: Request for Proposal for the Appointment of Agency for Supply & Installation of Planters in Ayodhya on Job Rate Basis"

3. The Client shall endeavor to respond to the queries within the period specified therein but no later than 3 (three) days prior to the Proposal Due Date. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this shall be construed as obliging the Client to respond to any question or to provide any clarification.

3.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by

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issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at Welcome to Ayodhya Development Authority (adaAyodhya.org.in) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection
3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
4. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality.
 - ii. Received all relevant information requested from Authority and:
 - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
5. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above. Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English/Hindi language. Supporting materials, which are not translated into English/Hindi, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English/Hindi language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

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3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
 - iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay Online" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
 - v. After clicking the 'pay Online option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee Online payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of Amount paid should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

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- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

2.2.7 Withdrawal and resubmission of Proposal

- a. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- b. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
- c. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary

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generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu.

- d. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- e. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- f. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 1. At any time, a material misrepresentation is made or uncovered, or
 2. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - a. Invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
 - c. Bidders are hereby informed that any technical bids containing financial bid information will be summarily rejected. Bidders are strictly instructed to ensure that financial bid details are not included in the technical proposal submission.

2.2.9 Selection of the Bidder

- i. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date and time will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

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3. 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 Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

2.2.12 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
 - v. Power of Attorney for Lead Member of Consortium, if applicable
2. 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 Authority in respect of such Proposal.

2.2.13 Clarifications sought by Authority

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause 4.3 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.2.15 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Security Deposit and signing of the contract.
5. The EMD may be forfeited:

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- a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form; or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
- b) In case of a successful Bidder if the Bidder fails to sign the contract with the Authority.

2.2.16 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.2.18 Performance Security

1. Prior to award of contract, to fulfill the requirement of Security Deposit during the implementation period, the successful Bidder will deposit Security Deposit amounting 5% of the tendered cost the form of any Scheduled or Nationalized Bank in favor of ADA valid for six months after completion of the Project.
2. Before the contract is awarded to the agency, an agreement (to be given later) will have to be signed by the agency at his cost on stamp paper of rupees 100/- to be purchased from U.P. Government.

Appoi:
Layo:

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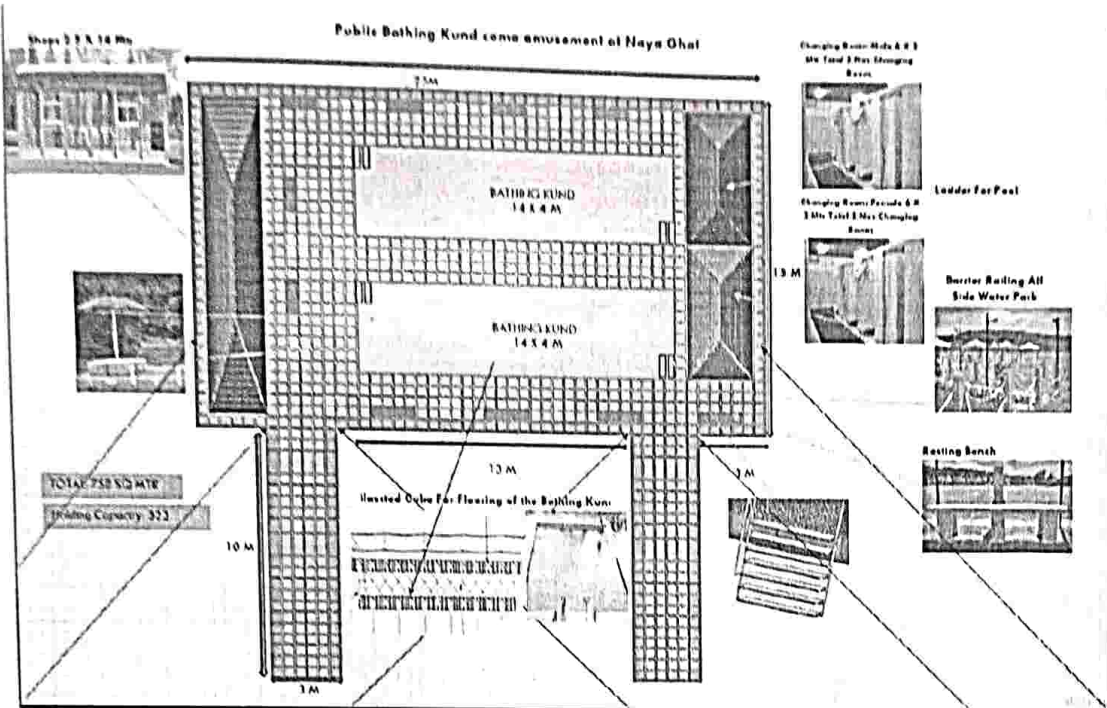
Scope of Work

Scope of Work: Construction of Floating Public Bathing Pond in Saryu River, Ayodhya (U.P.)

The selected agency shall be responsible for the complete design, engineering, construction, installation, and commissioning of a floating public bathing pond in the Saryu River, Ayodhya, including but not limited to the following:

- **Floating Platform Construction:**
 - Construction of a Public Bathing Kund & Amusement Park with overall dimensions of L: 25 m, W: 15 m, H: 0.8 m, including two kunds (L: 14 m, W: 4 m, H: 0.9 m to 1.2 m) and two walkways (L: 10 m, B: 3 m, H: 0.8 m).
 - Use of HDPE material for modules, adhering to specified Melt Flow Rate and dimensions (L: 0.5 m, W: 0.5 m, H: 0.4 m), interlocking design, and weight (7-8 kg).
 - Construction of a double-layer platform with specified load-bearing capacities.
- **Access and Safety:**
 - Installation of GI ramps (L: 4 m, W: 1.5 m) for entry and exit.
 - Installation of SS 304 staircases wall thickness minimum 2mm (approx. L: 1.2 m, W: 1.5 m) with railings for access to bathing kunds.
 - Provision of HDPE safety railings with provision for 3 parallel ropes on all sides of the structure.
- **Ancillary Facilities:**
 - Installation of HDPE fenders to protect the structure from boat impacts.
 - Provision of 10 resting benches (PE/FRP/GI or equivalent material, dimensions: L: 1.5 m, W: 0.4 m, H: 0.5 m).
 - Installation of 10 additional seating modules with provision for umbrellas.
 - Construction of separate male and female changing rooms (total area: L: 6 m, W: 3 m, H: 2.4 m, 5 rooms each) with specified materials (GI/equivalent frame, ACP sheet/equivalent walls, UPVC/transparent sheet roof), solar lights, and ventilation.
 - Construction of a dedicated shopping area (L: 14 m, W: 2.5 m, H: 2.4 m) with 7 shops (each L: 2.5 m, W: 2 m, H: 2.4 m) using specified materials and including ventilation and solar lights.
- **Equipment and Systems:**
 - Provision of a Rotomolded Polyethylene (PE) support boat with specified dimensions, capacity, and 40 HP 2-stroke outboard motor.
 - Installation of 20 solar blinker lights for navigation safety.
 - Implementation of an anchoring system using PP ropes, MS anchors, and concrete blocks.
 - Installation of submerged floors in both bathing kunds with safety measures, including GI chains, anchor balancing unit, D-shackles, and barricading nets.
 - Installation of WPC flooring with GI framing on the entire structure.

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Layout-



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6. ELIGIBILITY AND EVALUATION CRITERIA

6.1 Technical Qualification

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet the below mentioned technical qualification criteria.

#	PREQUALIFICATION CRITERIA
1	The bidder may be a Company incorporated under the Companies Act, 1956/2013 or partnership or proprietor and should furnish certificate of incorporation/or partnership firm/or proprietorship firm. The Bidder may be asingle entity. Registration certificate should be submitted for the same.
2	Bidder must have a valid Goods and Service Tax (GST) registration in India. The bidder is required to submit a true copy of its Good and ServiceTax (GST) registration certificate along with PAN card. (Pan Card, GST)
3	Character certificate of the proprietor/ all partners/ all directors issued by DM.
4	The Bidder shall submit the proof of payment of Bid processing fees and EMD.
5	The bidder must have minimum 3 years of working in of similar experience anywhere in India. The Bidder shall enclose CA certified turnover certificate with UDIN no. At least 1 similar work with minimum 80% of the estimated cost (Successfully completed during previous 3 (three) financial years ending on 31st March 2025) OR At least 2 similar works with minimum 50% of the estimated cost (Successfully completed during previous 3 (three) financial years ending on 31st March 2025) OR At least 3 similar works with minimum 40% of the estimated cost (Successfully completed during previous 3 (three) financial years ending on 31st March 2025) Documentary proof (Photo manuals of similar work along with work Order and Completion Certificate from the client to be submitted.) *The bidder Similar Experience in construction and installation of floating structures and public bathing facilities in river environments. Note: Documentary proof (Work Order and Completion Certificate from the client shall be submitted for the same.) (Details to be submitted on Form Tech 2). * Only experience from Municipal Corporation/ ULB/ Development Authority/ Smart City/ Central & State Government PSU & Department will be considered.
6	Financial Capacity: The Sole or Lead Bidder should have a minimum average annual turnover of INR 1 Crore during the last three (3) years from India operations. Certificate from CA must be furnished along with the Technical Bid. (Details to be submitted on Form Tech 3)
7	The Bidder should have a positive net worth during the previous three financial years. Duly attested certificate from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years.
8	The Bidder should not be blacklisted/Debarred/Terminated by the Central Government, any State Government, a statutory authority or a public sector undertaking, as on the date of the Proposal. (Undertaking on Rs. 100 Non judicial stamp paper)
9	The Bidder must be a manufacturer or its authorized distributor / dealer/ agent (Supporting Documents must be furnished along with the Technical Bid)
10	Each Floating module of Floating Public Bathing Kund & Amusement Park should be made of HDPE 5261Z grade raw material whose melt flow rate should be less than 3 g/10 min @ 190 Degree C and 21.6 kg Load. Test certificate of Melt Flow Rate of Raw Material of Floating Module of Floating Public Bathing Kund & Amusement Park should be submitted along with the Technical Bid from CIPET India or any reputed research centers which are acceptable Internationally
11	Proof of Purchase of HDPE 5261Z grade raw material of Floating Module of Floating Public Bathing Kund & Amusement Park should be submitted along with the Technical Bid.
13	The OEM of the Submerged Floor Module should be manufacturing a minimum of L: 3 m x B: 2 m x H: 0.4m Submerged Floor Module/ Floating Module for the past 5 years. Proof of the same to be provided

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	along with the Technical Bid.
14	The OEM of the Submerged Floor Module should have a valid 'Works Approval' Certificate from any of the IACS members. This certificate should be submitted along with the Technical Bid.
15	Support Boat should be any IACS Member Type Approved / Certified. This Certificate should be submitted along with the Technical Bid.
16	Bidder should produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having received minimum 1 order of Rs. 50 Lacs of Floating Module with any Govt. Organization of India in last 5 years ending on previous day of last date of submission of bid (Supporting Work Order/Completion Certificate must be furnished along with the Technical Bid)
17	The Bidder must submit all the certificates asked in the tender along with the Technical Bid.
18	Department may ask for submission of any Job sample from any of the bidders for physical technical verification and so the bidder must submit a 'Self-Attested Undertaking' in technical bid with assurance of submitting samples within 10 working days at own cost with no liability of department

The bidder who meets the technical evaluation criteria will be considered for financial evaluation

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6.2 Financial Evaluation

Those bidders who are technically qualified will be considered for financial evaluation. The Bidder shall be selected under the L1 procedures described in this RFP. Total cost, as specified in the Financial Bid format will be considered for evaluation. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc.

The Least cost proposal (L-1) will be considered for award of contract.

The financial bid shall not be submitted with technical documents and only be submitted in excel sheet provided in Financial Proposal on e-tender website.

6.3 Award of Contract

- i. After completion of negotiation & discussions with the bidder, Authority shall issue Letter of Intent to the selected bidder.
- ii. The successful bidder is expected to commence the assignment on the date and at the location specified in the document/notified.
- iii. The successful bidder has to be prepared a Planters sample of the said specification and get it an approved prior to the start a work.

6.4 PAYMENT TERMS AND SCHEDULE

6.4.1 Payment will be made after Supply & Installation at site after jointly measurement **on Job rates basis**

6.4.2 And no advance payment will be made to the agency.

6.4.3 The agency has to take adequate quality controls measures & the authority reserves the right to inspect/check the material during the course of works.

7. GENERAL CONDITIONS OF CONTRACT (GCC)

7.1 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Agency/Bidder/Contractor" means any private or public entity that will provide the Services to the Client ("the Client") under the Contract.
- b) "Client" means the Authority with which the Agency signs the Contract for the Services i.e. Ayodhya Development Authority
- c) "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexure particulars and the other conditions specified in the acceptance of tender, and amendments.
- d) "Equipment" means the goods in the contract, which the AGENCY has agreed to supply under the contract;
- e) "Test" means such test as is prescribed by the particulars or considered necessary by the ADA whether performed or made by the Inspecting Officer or any Agency acting under the direction of ADA.
- f) "Party" means the Client or the Agency, as the case may be, and "Parties" means both
- g) "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof
- h) "Services" means the work to be performed by the Agency pursuant to the Contract.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

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This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials specified in the Contract.

1.8 Labor Law

All rules & regulations, PF Rules and Minimum Wages Act shall be applicable for this Contract. Minimum Wages as per Govt. Of India shall be applicable.

1.9 Taxes and Duties

- The Agency shall bear and pay all taxes, duties, levies and charges assessed on the Agency, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
- In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the ADA.

1.10 Fraud and Corruption

1.10.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "Collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non- competitive levels;
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.11 Measures to be take

The Client will cancel the contract if representatives of the Agency are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.12 Limitation of Liability

The Client (and any others for whom Services are provided) shall not recover from the Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

The preceding limitation shall not apply to liability arising as a result of the Agency's fraud in performance of the services hereunder.

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1.13 Commencement, Completion, Modification and Termination of Contract

1.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

1.2 Commencement of Services

The Agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

1.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 1.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

1.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

1.5 Force Majeure

Definition for the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

1.6 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

To the extent that the provision of the Services is impacted by a pandemic (including COVID- 19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.

The Agency will use reasonable efforts to provide the Services on-site at the Client's offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) any of the Agency's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

1. Termination

1.1.1 By the Client

- a) The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 1.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Agency.
- b) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- c) If the Agency becomes insolvent or bankrupt.

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- d) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 6 hereof.

1.1.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs

- a) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days by notifying the client in writing before 60 days and terminate the contract mutually with the authorities concerned.

2. Obligations of the Agency

2.1 Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

2.2 Confidentiality

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

3. Obligations of the Client

3.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Agency such assistance and exemptions as specified in the Contract.

4. Good Faith and Indemnity

4.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

4.2 To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

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5. Settlement of Disputes

5.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

5.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

5.3 Arbitration

In case of failure to address the dispute by both the parties. The dispute shall be referred to a sole Arbitrator. The Divisional commissioner Ayodhya or any one appointment by the Divisional commissioner Ayodhya shall be the sole arbitrator. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Ayodhya, India. The language of arbitration shall be English.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

5.4 Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of Allahabad High courts, to which both the parties agree.

8. TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Applicant's Organization and Experience
- A: Applicant's Organization B: Applicant's Experience
- TECH-3 Financial Qualification of The Applicant
- TECH-4: Self-Declaration of Non-Blacklisting/ Debarment/ Termination
- TECH 5: Format for Power of Attorney for signing of application
- Financial form 1- Financial Proposal
- Contract Agreement Format
- Bank Guarantee Format

Request for Proposal for
Appointment of Agency for Construction of Floating Public Bathing Pond in Saryu River in Ayodhya (U.P.)

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client] Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____

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Request for Proposal for
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Form TECH-2: Applicant's Organization and Experience

1.1.1 A - Applicant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

1.1.2 B - Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of person-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Agency, if any:	No. of professional person-months provided by associated Agency's:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	

Form TECH-3: Financial Qualification of The Applicant

Sr. No.	Financial Year	Annual Turnover	Net profit
1	2022-23		
2	2023-24		
3	2024-25		

Name of the auditor issuing the certificate Name of the auditor's Firm:

Seal of auditor's Firm:

Date: (Signature, name and designation of the authorized signatory for the Auditor's Firm)

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Form TECH-4: Self Declaration for Backlisting/Termination/Debarment

(Non-blacklisted on 100 RS Stamp Paper)

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: name of project

Ref: RFP No. <<.....>> dated <<>>Dear

Sir,

We confirm that our company (full registered name of company), _____ is currently notblacklisted by any of the State or UT and or Central Government or any of its agencies in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of bid submission.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Firm: _____

Address: _____

Phone: _____

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Form TECH 5: Format for Power of Attorney for signing of application

(On Non – Judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all women/men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application "<Insert name of the RFP>" including signing and submission of all documents and providing information / responses to Ayodhya Development Authority, representing us in all matters before Ayodhya Development Authority, and generally dealing with in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by an Authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostilled certificate.

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Financial form 1- Financial Proposal

THIS FORM IS NOT TO BE FILLED AND SUMITTED ALONG WITH TECHNICAL DOCUMENT. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN .XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Total Financial bid (in figures)	
Total Financial bid (in words)	

Request for Proposal for
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BANK GAURANTEE FORMAT

To,

_____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [name and address of Bidder] (Hereinafter called "the Agency") has undertaken, in pursuance of Letter of Acceptance No. _____ dated _____ to execute _____ [Name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Agency, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until 3 (three) months from the date of completion of project.

Signature, Name and Seal of the guarantor Name of Bank _____

Address _____

Phone No., Fax No., E-mail Address, of Signing Authority Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**Request for Proposal for
Appointment of Agency for Construction of Floating Public Bathing Pond in Saryu River in Ayodhya (U.P.)**

CONTRACT AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the "Contract") is being executed on day of 2024

Between

First party as Ayodhya Development Authority, Civil Lines, Koshi Parikrama Road, Ayodhya, Uttar Pradesh- 224001 (hereinafter referred to as "ADA")

and

Second party as -----, having their registered office at -----, herein after called as "Bidder/Agency".

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Agency/Bidder/Contractor/Agency" means any private or public entity that will provide the Services to the Client ("the Client") under the Contract.
- b. "Client" means the Authority with which the Agency signs the Contract for the Services i.e. Ayodhya Development Authority
- c. "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexure particulars and the other conditions specified in the acceptance of Tender / Pre-bid response / Corrigendum / Amendments.
- d. "Government" means the Government of the Client's country/state
- e. "Equipment" means the goods in the contract, which the AGENCY has agreed to supply under the contract;
- f. "Test" means such test as is prescribed by the particulars or considered necessary by the ADA whether performed or made by the Inspecting Officer or any Agency acting under the direction of ADA.
- g. "Party" means the Client or the Agency, as the case may be, and "Parties" means both
- h. "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof
- i. "Services" means the work to be performed by the Agency pursuant to the Contract.

WHEREAS

- i. The ADA has invited the Agency to ----- as per the conditions of the contract.
- ii. The Agency having represented to the ADA that they have the required experience, resources and skills and have agreed to provide the services on the terms and conditions set forth in this Contract.
- viii. Only space will be provided by the authority. The interior works or other allied structural works will be carried out by the agency at its own cost.
- ix. The agency will liable to damage/theft/loss of any goods/materials.
- x. All necessary NOC's/ Statutory permissions shall be obtained by the agency.
- xi. NOW THEREFORE the parties hereto agree as follows:
 1. The following documents shall be deemed to form an integral part of this Contract:
 - a) Contract Agreement,
 - b) Scope of Work
 - c) General and Special Conditions of Contract,
 - d) Work Order- -----
 - e) Performance Security
 - f) Price Bid,
 - g) Addendum & Corrigendum if any
 - h) Technical Bid
 - i) Prebid query and its reply
 - j) RFP
 - k) Any other Document as mentioned in RFP.

IN WITNESS WHEREOF, the Parties hereto have created this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Ayodhya Development Authority	FOR AND ON BEHALF OF
WITNESS 1	WITNESS 1
WITNESS 2	WITNESS 2

BOQ & SPECIFICATION OF FLOATING PUBLIC BATHING KUND & AMUSEMENT PARK

S.No	Item Description with Technical Specifications	Quantity	Unit	Amount (Rs.)
1	<p>• Floating Public Bathing Kund & Amusement Park should have overall dimensions of L: 25 m, W: 15 m, H: 0.8 m. It should include two Kund of size L: 15 m, W: 4 m, H: 0.9 m to 1.2 m. There should be two walkways of dimensions L: 10 m, B: 3 m, H: 0.8 m placed towards the shore side for separate entry and exit on the Floating Public Bathing Kund & Amusement Park.</p> <p>• Each Floating module of Floating Public Bathing Kund & Amusement Park should be made of Floating Jetty Modules and should be made of HDPE 5261Z grade raw material whose melt flow rate should be less than 3 g / 10 min @ 190 Degree C and 21.6 kg Load</p> <p>• Each Floating module of Floating Public Bathing Kund & Amusement Park should be of L: 0.5 m, W: 0.5 m, H: 0.4 m. (203 Sq mtr Double Layer)</p> <p>• Shape of each Floating module of Floating Public Bathing Kund & Amusement Park side surface should be held together 3 dimensionally due to their male - female interlocking shape such that they offer much higher-pressure resistance and strength in water. Weight of each module should be 7 kg - 8 kg.</p> <p>• Load Capacity (Buoyancy) Floating module of Floating Public Bathing Kund & Amusement Park (Double Layer) Floating Modules should be minimum 700 Kg per sq. mtr and Safe Load Capacity of Floating Public Bathing Kund and Amusement Park (Double Layer) Floating Modules should be minimum 400 Kg per sq. mtr.</p> <p>• Floating Public Bathing Kund & Amusement Park should be made of Double layer (Height: 0.80 m) Floating Modules.</p> <p>• Note: Test certificate of Melt Flow Rate of Raw Material of Floating Module of Public Bathing Kund & Amusement Park should be submitted along with the Technical Bid from CIPET India or any reputed research centers which are acceptable internationally.</p> <p>• Proof of Purchase of HDPE 5261Z grade raw material of Floating Module of Floating Public Bathing Kund & Amusement Park should be submitted along with the Technical Bid.</p> <p>• Department may ask for submission of any item sample from any of the bidders for physical technical verification and so the bidder must submit a 'Self-Attested Undertaking' in technical bid with assurance of submitting samples within 10 working days at own cost with no liability of department</p> <p>• Both the Floating Bathing Kund's must be provided with Submerged Floor Modules and should be made up of Polyethylene Material.</p> <p>• Size of Single Submerged Floor Module should be L: 3 m x B: 2 m x H: 0.40 m. (120 Sq mtr : Single Layer)</p> <p>• Size of Single Submerged Floor Module should Not be Less Than 5 Sq. Mtr, Load Capacity (Buoyancy) of each Submerged Floor Module should be minimum 2000 Kg.</p> <p>• Manufacturing Process of the Submerged Floor Module should be Rotational Moulding Plastic Manufacturing Techniques.</p> <p>• Top surface of Submerged Floor Module should be CSIRO/Equivalent slip resistant which should be 100% skid proof, corrosion proof, UV treated and made from Virgin Plastic and should be a part of the main body (Relevant Certificate should be submitted with Technical Bid). Weight of Submerged Floor Module should be 200 Kg (± 10 Kg)</p> <p>• Thickness of Single Submerged Floor Module should be Approx. 10 mm to 12 mm Submerged Floor Module should be designed with interconnecting High Density Rubber Dog Bones at the top and bottom with the help of a SS 316 Studs.</p> <p>• A Minimum of 4 Connections and a Maximum of 6 connections should be used on each side of the Submerged Floor Module when it is connected to other Submerged Floor Module based on the design.</p> <p>• The OEM of the Submerged Floor Module should have a valid Works Approval certificate from any of the IACS members. This certificate should be submitted along with the technical bid.</p> <p>• The manufacturer of Submerged Floor Module should be manufacturing the Submerged Floor Module of minimum L: 3 m x B: 2 m x H: 0.40 m for the past 5 years. Proof of the same to be provided.</p> <p>• Department may visit Manufacturing Facilities of any of the bidder during technical evaluation for inspection purpose and so the factory addresses have to be provided in the technical bid.</p> <p>• Stability of Larger Submerged Floor Module Blocks: The chosen dimensions of L: 3 m x B: 2 m x H: 0.40 m Submerged Floor Module are intended to provide stability and larger block size to support the floor load efficiently.</p>	323	SQM	1,30,00,000
2	<p>• Ramps made up of GI material of L: 4 m, W: 1.5 m should be provided on entry and exit walkway of Floating Public Bathing Kund & Amusement Park</p> <p>• There should be 4 nos. of Staircase provision leading downwards to the Floating Bathing Kund area for easy access.</p> <p>• The staircase should be placed diagonally on either side of each Floating Bathing Kund and each Staircase should be made of SS 304 material and its dimensions should be approx. L: 1.2 m, W: 1.5 m with railing on both the sides with checkered grip.</p> <p>• A total of 2 staircases should be provided in each Floating Bathing Kund for easy access</p>	1	SET	12,00,000

Agencies are

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	<ul style="list-style-type: none"> Floating Public Bathing Kund & Amusement Park should be provided with human safety railings on all sides of the structure including the walkways Human safety railings should be made up of HDPE material and should have the provision to fix 3 parallel ropes to create a safety barricade HDPE Heavy Duty Long Fender of Length between 1.2 m to 1.5 m, weight between 5 kg to 7 kg and with 3 lugs to be fixed on the Floating Public Bathing Kund & Amusement Park at required places using Nuts & Bolts of same material to protect Floating Public Bathing Kund & Amusement Park from being hit directly by the Boats 			
3	<ul style="list-style-type: none"> 10 nos. of Resting Benches made up of PE/ FRP/ G.I/ Equivalent material should be provided on the Floating Public Bathing Kund & Amusement Park where devotees can sit and rest. The dimensions of the bench should be L: 1.5 m, W: 0.4 m, H: 0.5 m 10 nos. of Additional seating modules near the Floating Bathing Kund area should be provided. Each seating module should be of one square meter made up of HDPE modules which should be securely attached to the Floating Public Bathing Kund & Amusement Park structure using long nuts. The center of each sitting module should be designed to accommodate a large foldable umbrella, ensuring shade and comfort for devotees using the structure 	1	SET	10,00,000
4	<ul style="list-style-type: none"> Separate changing rooms for Male and Female should be provided on the adjacent side of the Floating Bathing Kund area. Total length of the Male/Female changing area should be L: 6 m, W: 3 m, H: 2.4 m. There should be a total of 5 changing rooms in each changing area with the following dimensions, L: 3 m, W: 1.2 m, H: 2.4 m with taper roof fitted with UPVC and transparent sheets. Suitable Solar lights to be provided in the changing room. The material for construction of the structure should be G.I./ Equivalent material of 50mm X 50mm X 2mm. Walls should be made up of ACP Sheet/ Equivalent material. Air passages should be provided on the top side of changing rooms to accommodate gusty winds and for cooling. The roof should be fitted with UPVC and transparent sheets. Changing room should have door with provision of hooks for hanging cloths inside. 	2	NOS	25,00,000
5	<ul style="list-style-type: none"> Dedicated shopping area of dimensions L: 14 mtr, W: 2.5 m, H: 2.4 m should be provided on the Floating Public Bathing Kund & Amusement Park. 7 nos. of shops should be constructed in this area. Each shop should be of L: 2.5 m, W: 2 m, H: 2.4 m. Shops should have openings on the side facing the Bathing Kund area. The material for construction of the structure should be G.I./ Equivalent material of 50mm X 50mm X 2mm. Walls should be made up of ACP Sheet/ Equivalent material. Air passages should be provided on the top side of the shopping area to accommodate gusty winds and for cooling. The roof should be fitted with UPVC and transparent sheets. Suitable Solar lights should be provided to provide light within the shops 	1	NOS	26,00,000
7	<ul style="list-style-type: none"> Rotomolded Specialized Polyethylene (PE) Support Boat (Welding Not Allowed) for Routine maintenance of Floating Public Bathing Kund & Amusement Park, Rescue and for Passenger Transport should be provided of following specifications: Material of Hull of the Boat should be Polyethylene (PE), Length of the Boat should be between 440 cm to 470 cm, Width of the Boat should be between 180 cm to 200 cm, Weight of the Boat (Only Hull) should be maximum 290 kg, Capacity of the Boat should be minimum 8 persons, Tiller OBM of minimum 40 HP 2 Stroke Tohatsu / Mercury / Yamaha / Suzuki should be provided, Boat should be any IACS Member Type Approved / Certified (Certificate of Rotomolded Specialized Polyethylene (PE) Support Boat should be submitted along with Technical Bid) 20 Nos. of Solar Blinker Lights should be provided on the Floating Public Bathing Kund & Amusement Park in the front corner areas to help boats/ vessels navigate safely, particularly in months with limited visibility or during nighttime Anchoring should be done using 20 mm PP Ropes, 50 Kg MS Anchors and Concrete Blocks to keep the Floating Public Bathing Kund & Amusement Park stable and also secure at any time due to the flow of water Submerged floor of both the Floating Bathing Kunds should be secured using 16 mm G.I. Chains, anchor balancing unit, D-shackles/locking mechanism. Barricading net should be provided on all sides of the submerged Floating Bathing Kund area for the safety of Devotees alighting in the Floating Bathing Kund for holy dip. The net should have 2" to 3" passages for flow of water, and it should be secured to the main structure and the submerged floor Water Ballasting: The Submerged Floor Module must undergo a water ballasting process, ensuring any residue or impurities on the surface are cleared, leading to enhanced bonding between the cubes. Chains should be used to link these Submerged Floor Module blocks at every 3 to 5 meters. Chains should be made of high-strength steel, with a diameter between 12 mm and 16 mm, to provide robust support. WPC Flooring with G.I Framing should be provided on the entire Floating Public Bathing Kund & Amusement Park 	1	SET	95,00,000
Total Amount				29800000

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