

अयोध्या विकास प्राधिकरण

AYODHYA DEVELOPMENT AUTHORITY

Request for proposal for

Selection of Consultant for The Detailed Project Report (DPR) For Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority

Notice No.: 54/ अमा ति प्राच - अमा / 2025-26 Date - 16/12/25

Issued by: **Ayodhya Development Authority,**Civil Line, Ayodhya, Uttar

Pradesh – 224001

Disclaimer

This Request for Proposal (RFP) for Selection of Consultant for The Detailed Project Report (DPR) For Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority, Ayodhya Development Authority, here in after referred as 'The Project', contains brief information about the project, eligibility criteria, and selection process for the Agency. The purpose of the Document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Ayodhya Development Authority ("ADA" or "the Authority") or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

ADA reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum as ADA may deem fit without assigning any reason thereof.

ADA reserves the right to accept or reject any or all applications without giving any reasons thereof. ADA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this RFP Document.

Table of Contents

isclaime	r	. 2
DATA	A SHEET	. 6
Instru	ictions to Bidders	. 8
2.1	General instructions	
2.1.1.	Number of Proposals and respondents	. 8
2.1.2.		
2.1.3.	Acknowledgement by Bidder	. 8
2.1.4.	Availability of Bid Document	. 9
2.1.5.	Amendment of e-bid Document	. 9
2.1.6.	Clarifications of e-bid	. 9
2.2	Preparation and Submission of Proposals	10
2.2.1.	Language and currency	10
2.2.2.	E-bid validity period and extension.	10
2.2.3.	Correspondence with the Bidder	10
2.2.4.	Format and Signing of Proposals/ Bids	10
2.2.5.	Deadline for submission of e-bid	10
2.2.6.	Submission of e-bid	11
2.2.7.	Instructions for submitting e-bid	11
2.2.8.	Late bid	11
2.2.9.	Withdrawal and resubmission of e-bids	11
2.3	Bid Opening.	12
2.3.1.	Opening of Proposals	12
2.3.2.	Confidentiality	12
2.3.3.	Tests of Responsiveness	12
2.3.4.	Clarifications	13
2.3.5.	Proposal Evaluation	13
2.3.6.	Technical Proposal Screening	13
2.3.7.	Negotiations	13
2.3.8.	Award of Contract	13
2.3.9.	Notice of Award (NOA)	13
2.4	Signing of Agreement	14
2.4.1.	Earnest Money Deposit	14
2.4.2.	Other conditions	14
2.5	Contacting the ADA	15
	DATA Instruction of the control of t	2.1.1. Number of Proposals and respondents 2.1.2. Cost of Bid Document / e-Tender Processing Fee 2.1.3. Acknowledgement by Bidder 2.1.4. Availability of Bid Document. 2.1.5. Amendment of e-bid Document. 2.1.6. Clarifications of e-bid. 2.2 Preparation and Submission of Proposals 2.2.1. Language and currency. 2.2.2. E-bid validity period and extension. 2.2.3. Correspondence with the Bidder 2.2.4. Format and Signing of Proposals / Bids 2.2.5. Deadline for submission of e-bid 2.2.6. Submission of e-bid 2.2.7. Instructions for submitting e-bid 2.2.8. Late bid. 2.2.9. Withdrawal and resubmission of e-bids 2.3.1. Opening of Proposals. 2.3.2. Confidentiality 2.3.3. Tests of Responsiveness. 2.3.4. Clarifications 2.3.5. Proposal Evaluation 2.3.6. Technical Proposal Screening 2.3.7. Negotiations 2.3.8. Award of Contract 2.3.9. Notice of Award (NOA) 2.4. Signing of Agreement 2.4.1. Earnest Money Deposit 2.4.2. Other conditions



pg. 3

	2.6	1	Performance Security	15
	2.7	- 1	Execution of Agreement	15
3	PF	ROJ	ECT BACKGROUND	17
	3.1	1 ,	About the Project	17
	3.2	2	Background	17
	3.3		Need for the Project	
			Demarcation Plan of Scheme	
	3.4		Objective	
	3.5		Scope of Work	
	3.6		Deliverables	
4			BILITY AND EVALUATION CRITERIAS	
	4.1		Eligibility Criteria	
	4.2		Method of Selection Process	
5			ral Conditions of Contract	
	5.1		General Provisions	
		1.1.	Definitions	
		1.2.	Law Governing Contract	
		1.3.	Language	
		1.4.	Notices	
		1.5.	Authorized Representatives	
	5.1	1.6.	Taxes and duties	
	5.2		Commencement, Completion, Modification and Termination of Contract	
	5.2	2.1.	Effectiveness of Contract	
	5.2	2.2.	Commencement of Services	29
	5.2	2.3.	Expiration of Contract	29
	5.2	2.4.	Modifications or Variations	29
	5.3	I	Force Majeure	29
	5.3	3.1.	Definition	29
	5.3	3.2.	No Breach of Contract	29
	5.3	3.3.	Extension Time	29
	5.3	3.4.	Payments	29
	5.4	E	Events of Default leading to Termination	29
	a)	E	By the ADA	29
	b)	F	Payment upon Termination	30
	5.5	(Obligations of the Consultant	30



		5.5.1.	Standard of Performance
		5.5.2.	Confidentiality
		5.5.3.	Documents prepared by the consultant
		5.5.4.	Accounting31
	5.	6	Obligations of the client
		5.6.1.	Assistance and Exemptions
		5.6.2.	Change in applicable law related to taxes and duties
	5.	7	Payment to the consultant
		5.7.1.	Professional fee and payments31
		5.7.2.	Terms and conditions of the payment
	5.	.8	Good faith and Indemnity32
	5.	9	Settlement of Disputes
	5.	.10	Fraud and Corrupt Practices
	5.	.11	Limitation of Liability
6		Anne	xure
		FORM	1: Technical Proposal Submission Form34
		FORM	2: Financial capacity of the Bidder
		FORM	3A: Eligible assignments of the Bidder
		FORM	3B: Eligible Project Details
		FORM	4A: Format for Details of Bidder
		FORM	4B: Bidder's organization and experience39
		FORM	4C: Understanding of TOR40
		FORM	5: Declaration for blacklisting42
		FORM	6: Declaration43
		FORM	7: Team composition and task assignment Core Team44
		FORM	8: Curriculum Vitae (CV) for Proposed Professional Staff
		FORM	9: Format for Power of Attorney for signing of application
		FORM	10: EMD Return Form47
		FORM	11: Bid Document Price/ Processing Fee Deposit Details
		FORM	12 Financial Bid

1 DATA SHEET

D/II/I GIIIMMI			
Name of the Bid	Selection of Consultant for The Detailed Project Report (DPR) For Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority		
Time-period of contract	Three (3) months of DPR preparation + Consultancy servicing support up to Completion of the project		
Method of selection	Quality Cum Cost Based Selection (QCBS) (Technical 70: Financial 30)		
Bid Processing / Tender Fee	INR 11,800.00 (Rupees Eleven Thousand Eight Hundred Only) (Noń-Refundable; to be paid through RTGS/ NEFT only) (Rs 10,000 + 18%GST) (to be paid using the link https://emdada.ayodhyada.in/loginWithotp		
Earnest Money Deposit (EMD)	Refundable amount of INR 2,00,000/- The payments to be made in the form of RTGS/NEFT using the link https://emdada.ayodhyada.in/loginWithotp		
Performance Guarantee	Prior to signing the contract, the Successful Bidder must provide a Performance Guarantee in the form of FDR equivalent to 05% of the contract value, with validity covering the project duration and an additional three (03) months post completion of the project.		
Name of the Authority's official for addressing queries and clarifications	Executive Engineer Ayodhya Development Authority Email ID: vcafda@gmail.com Contact No 7388898909		
Proposal Validity Period	90 days from Proposal Due Date		
Proposal Language	English		
Proposal Currency	INR		
Key Dates:	Key Dates		
Bid Start Date	17/12/2025		
Bid End Date	08/01/2026 at 05:00 pm		
Bid Opening date	09/01/2026		
Pre-bid meeting and Last date of submission of pre-bid queries	20/12/2025 at 01:00 pm (Venue - Ayodhya Development Authority Vikas Path, Ayodhya, Uttar Pradesh – 201001)		
	Time-period of contract Method of selection Bid Processing / Tender Fee Earnest Money Deposit (EMD) Performance Guarantee Name of the Authority's official for addressing queries and clarifications Proposal Validity Period Proposal Language Proposal Currency Key Dates: Task Bid Start Date Bid Opening date Pre-bid meeting and Last		

Jun A

- 10	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
13	JV / Consortium to be allowed	No

Jim &

2 Instructions to Bidders

- 2.1 General instructions
- 2.1.1. Number of Proposals and respondents
 - i. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
 - ii. Joint venture/Consortium is not allowed under this RFP.
- 2.1.2. Cost of Bid Document / e-Tender Processing Fee
 - 1. The Bidder shall bear all costs associated with the preparation and submission of the e-bid. ADA will not be responsible and liable for any costs, regardless of the conduct or outcome of the e-bid process. This tender document is available on the UP-tender portal to enable the tenderers to view, download the e-bid document and submit bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee as mentioned in Data Sheet through RTGS/NEFT using https://emdada.ayodhyada.in/loginWithotp The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the bid. This cost of e-bid document/ e-Tender processing fee as mentioned in Datasheet will be non- refundable. Tender without cost of e-bid document/ e-Tender processing fee in the prescribed form, will not be accepted. Right to accept and reject any or all the Proposals Not withstanding anything contained in this e-Bid, ADA reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - 2. ADA reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by ADA, the supplemental information sought by ADA for evaluation of the e-Bid.
 - 3. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the ADA reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of ADA, including annulment of the Selection Process.
- 2.1.3. Acknowledgement by Bidder
 - 1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/or any other matter considered relevant.
 - 2. It would be deemed that by submitting the Proposal, the Bidder has:
 - Made a complete and careful examination and accepted the RFP Document in total.
 - b. Received all relevant information requested from ADA and:
 - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bid or furnished by or on behalf of ADA.

Jen A

- d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
- e. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - i. Site
 - ii. Type of Project
 - iii. Existing data or any relevant information.
 - iv. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
 - v. ADA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.1.4. Availability of Bid Document

This Bid document is available on the web site https://etender.up.nic.in to enable the Bidders to view, download the bid document and submit bids online up to the last date and time mentioned in bidder notice/ bid document.

2.1.5. Amendment of e-bid Document

- 1. At any time prior to the deadline for submission of bid, ADA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by amendments. Such amendments shall be uploaded on the e-procurement website https://etender.up.nic.in relevant clauses of the bid document shall be treated as amended accordingly.
- 2. It shall be the sole responsibility of the prospective Bidder to check the web site https://etender.up.nic.in.
- To allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ADA, at the discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the eprocurement website https://etender.up.nic.in.

2.1.6. Clarifications of e-bid

- 1. During evaluation of e-bid, ADA may, at its discretion, ask the Bidder for a clarification of his/her e- bid. The request for clarification shall be in writing.
- 2. Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the ID mentioned in the data sheet before or during Pre-bid Meeting held at ADA. The responses will be posted to all such queries on the e-tender website. ADA reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring ADA to respond to any question or to provide any clarification.
- 3. Bidders are encouraged to submit their respective Bids after visiting the Location and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, Applicable Laws and regulations and any other matter considered relevant.

Jan 8

- 2.2 Preparation and Submission of Proposals
 - 2.2.1. Language and currency
 - 1. The e-bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the e-bid may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For interpretation and evaluation of the e- bid, the English language translation shall prevail.
 - 2. The currency for the purpose of the e-bid shall be the Indian Rupee (INR).
 - 2.2.2. E-bid validity period and extension
 - e-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by ADA. An e-Bid valid for a shorter period shall be rejected by ADA as nonresponsive.
 - In exceptional circumstances, ADA may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.
 - 2.2.3. Correspondence with the Bidder
 - Save and except as provided in this e-Bid, ADA shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
 - Any effort by the Bidder or by its Technical Partners to influence ADA in the Bid evaluation, bid comparison or contract award decisions, may result in rejection of his Bid.
 - 2.2.4. Format and Signing of Proposals/ Bids
 - 1. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
 - 2. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
 - Bidders should provide all the information as per the RFP and in the specified formats. ADA reserves the rights to reject any proposal that is not in the specified formats.
 - 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.
 - 2.2.5. Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the Bidder at eprocurement website https://etender.up.nic.in not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). ADA may, at its discretion, extend this deadline for submission of



1

e-Bid by amending the e-Bid document, in which case all rights and obligations of ADA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.2.6. Submission of e-bid

- The bid submission module of e-procurement website https://etender.up.nic.in enables the Bidders to submit the e-Bid online in response to this e-Bid published by ADA.
- The Bidder should submit their e-Bid considering the server time displayed in the e- procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- 3. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e- Bid due to any reasons, the Bidders shall only be held responsible.
- 2.2.7. Instructions for submitting e-bid
- For participating in e-Bid through the e-Biding system it is necessary for the Bidders to be the registered users of the e- procurement website https://etender.up.nic.in. The Bidders must obtain a user login Id and password by registering themselves if they have not done so previously for registration.
- In addition to the normal registration, the Bidder must register with his/her digital signature certificate (DSC) in the e- Biding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities.
- 3. ADA reserves the right to cancel any or all e-Bids without assigning any reason.

2.2.8. Late bid

- 1. Bids received by ADA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder should start the bid submission well in advance so that the submission process passes off smoothly.
- 2.2.9. Withdrawal and resubmission of e-bids
- At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, 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 https://etender.up.nic.in.
- No e-Bid may be withdrawn in the interval between the deadline for submission
 of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid
 during this interval may result in forfeiture of Bidder's EMD.
- The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one.
- 4. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

- Ipm

- No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.
- 2.3 Bid Opening
 - 2.3.1. Opening of Proposals
 - 1. ADA would open the e-bids at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
 - 2. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.
 - 3. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of ADA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e- Bid shall be rejected.
 - 4. ADA would subsequently examine Proposals in accordance with the criteria set out in this Document.
 - 2.3.2. Confidentiality
 - 1. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising ADA in relation to or matters arising out of or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
 - 2. ADA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. ADA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or ADA or as may be required by law or in connection with any legal process.
 - 2.3.3. Tests of Responsiveness
 - Prior to evaluation of bids, ADA will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:
 - a. It is received/ deemed to be received by the Bid Due Date and time including any extension.
 - b. It is signed, sealed and marked as stipulated.
 - c. It contains all information required in this RFP Document.
 - Information is provided as per the formats specified in the RFP Document.
 - e. Deposit of EMD & Bid Processing Fee has been completed.
 - f. Power of Attorney's is received.



- 2. ADA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by ADA in respect of such bids.
- 2.3.4. Clarifications
- Any queries or request for clarification concerning this document shall be submitted by written letter /email duly signed by the authorized signatory at the address provided in this document so as to reach ADA on or before pre bid meeting the date and time as mentioned in the Data Sheet of this document.
- Further, to assist in the process of evaluation of Proposals, ADA may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.
- 2.3.5. Proposal Evaluation
- The bids will be evaluated by the Evaluation Committee to be appointed by the ADA
- 2. The Submissions of the Bidders would first be checked for responsiveness as set out in the tender. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that ADA's decisions are without any right of appeal whatsoever.
- 2.3.6. Technical Proposal Screening

The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

2.3.7. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written ADA to negotiate and conclude a contract.

- 2.3.8. Award of Contract
- ADA will award the contract as per evaluation criteria stated in the RFP Document.
- 2. ADA 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.
- 2.3.9. Notice of Award (NOA)
- Prior to the expiration of the period of e-Bid validity, ADA will notify the Successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- 2. The acceptance of NOA will constitute the formation of the agreement.
- Failure of the Successful Bidder to comply with the requirement of acceptance
 of NOA shall constitute sufficient grounds for the annulment of the NOA, and
 forfeiture of the EMD. In such an event, ADA reserves the right to:

Apm 1

- a. Either invite the next best Bidder for negotiations, or
- b. Take any such measure as may be deemed fit in the sole discretion of ADA, including annulment of the bidding process.

2.4 Signing of Agreement

At the same time as ADA notifies the Successful Bidder that its e-Bid has been accepted, the Successful Bidder shall have to sign the Agreement with relevant documents as mentioned in this RFP. The Agreement draft along with other related terms and conditions will be same as furnished in this e- Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

2.4.1. Earnest Money Deposit

- 1. The tenderer shall furnish, as part of its Bid, an EMD as stated in Data Sheet in form of RTGS/NEFT. The scanned copy of RTGS/NEFT receipt of Security/EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted. The selection of the bidder shall be based on the method as described in this RFP document, and subject to acceptance of competent Authority who shall have the right to accept or reject the offer without assigning any reason.
- Any Bid not secured in accordance with above shall be treated as nonresponsive and rejected by ADA.
- Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- 4. No interest will be paid by the ADA on the Earnest Money Deposit.
- The Successful Bidder's Bid EMD will be adjusted with Performance Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- The EMD may be forfeited:
 - a. If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
 - In case of a Successful Bidder, if the Bidder fails to sign the contract with the Authority.

2.4.2. Other conditions

- 1. Bidders may note that ADA will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 2. It is desirable that each Bidder submits its application after inspecting the site. The site visits maybe facilitated by ADA. A prospective bidder may notify ADA in writing 3 days prior to site visit. ADA would endeavor to facilitate site visit depending on availability of concerned officials.

plan In

- 3. No interpretation, revision, or other communication from ADA regarding this solicitation is valid unless in writing and signed by ADA.
- 2.5 Contacting the ADA
 - No Bidder shall contact the ADA on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the ADA, he/she can do so in writing.
 - 2. Any effort by a Bidder to influence the ADA in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
 - 3. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from ADA works and legal proceeding can also be initiated.
 - No interpretation, revision, or other communication from ADA regarding this solicitation is valid unless in writing and signed by the competent authority from ADA.
- 2.6 Performance Security
 - Prior to signing the contract, the Successful Bidder must provide a Performance Guarantee in the form of FDR equivalent to 05% of the contract value, with validity covering the project duration and an additional three (03) months post completion of the project.
 - 2. The Earnest Money Deposit (EMD) submitted by the Successful Bidder will be adjusted against this Performance Security.
 - 3. Performance Guarantee shall be kept valid for a period of 3 months beyond the Contract Period or final settlement whichever is earlier.
 - The Performance Guarantee would however be forfeited in case of any event of default as mentioned in the General Conditions of the Contractor Contract/Agreement.
 - ADA reserves the right for deduction of ADA dues from Contractor's Interest Free Security Deposit / Performance Guarantee for any penalty imposed by ADA for violation of any terms and conditions of Contract Agreement committed by the Contractor.
 - 6. Once the amount under above Clause is debited, the Contractor shall replenish the Security Deposit/ Performance Guarantee to the extent the amount is debited within 10 days period, failing which, it shall be treated as Contractor Event of Default and will entitle ADA to deal with the matter as per the provisions of RFP and Contract Agreement.
- 2.7 Execution of Agreement
 - The Successful Bidder shall, within 15 (fifteen) days of the issue of the NOA, shall execute the Agreement. ADA may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by ADA on account of failure of the Successful Bidder to acknowledge the NOA.

Jam 1

Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD.

A V

3 PROJECT BACKGROUND

3.1 ABOUT THE PROJECT

The Ayodhya Development Authority was established by the government on November 2, 1985. Subsequently, in February 1988, the Ayodhya Special Area Development Authority was formed. On February 26, 1996, the Ayodhya Special Area was dissolved, and the Ayodhya-Faizabad Development Authority was reconstituted. The development area under this authority includes 67 village panchayats adjacent to Faizabad and Ayodhya. These areas previously fell under the purview of the Uttar Pradesh Building Construction and Development Regulation Act.

As per the notification issued by the Government of Uttar Pradesh dated December 10, 2018, the revised name of the authority was changed to Ayodhya Development Authority with a renewed focus on infrastructure enhancement, housing development, and sustainable urban growth. The ADA is responsible for strategic land use planning, preparing master plans, and regulating construction to preserve the city's urban character and functionality. It also manages essential public services such as roads, water supply, and green spaces, contributing to improved living standards and economic progress. Through its efforts, ADA envisions transforming Ayodhya into a modern, sustainable, and well-planned urban center.

ADA has planned to develop a township under Mukhyamantri Shahri Vistarikaran Yojana on approximately 107.00 Hectare of land under villages Mancha, Lalpur, Ridhaura and Kanchanpur, Tehsil- Harraiya, District- Basti (UP). (Under Proposed Ayodhya Master Plan-2031 Part-B (Extended Area)).

3.2 Background

The Ayodhya-Basti Road NH-27 Highway Township scheme, proposed to launched by the Ayodhya Development Authority (ADA) in 2026 to provide affordable housing and develop infrastructure, covers an area of approximately 265 acres. Ayodhya-Basti Road NH-27 Highway Township scheme is strategically located along the Ayodhya – Basti Road and near to the Ram Janmabhoomi Mandir, the scheme was envisioned as a major urban development initiative offering residential, Commercial another facilities plots.

Planning have been strategically categorized into distinct types:

- 1. Planning of Areas: This Entails configuring the scope of the layout development.
- 2. Intensification in Planned Areas with Anticipated Population Growth: A significant increase in population is expected in these areas due to the Draft building byelaws of Uttar Pradesh 2025, which have introduced substantial relaxations in Floor Area Ratio (FAR). This enhanced development potential is likely to put additional pressure on existing infrastructure, necessitating layout revisions to accommodate the anticipated growth.

for N

3.2 Need for the Project

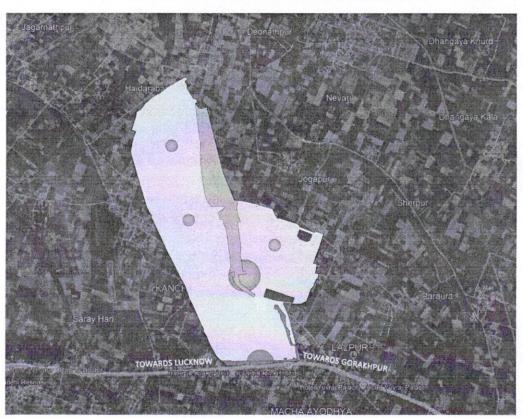
The layout for the Ayodhya-Basti Road NH-27 Highway Township Scheme, a comprehensive assessment and design of infrastructure services is required (Road network, Water and sewer lines, Power supply, Stormwater drainage, Solid waste systems and other) and prepare necessary working drawings of infrastructure services of the total area. This will allow the full development potential of the scheme an optimizing the layout of infrastructure systems.

The State of Uttar Pradesh has released the Draft Uttar Pradesh Building Construction and Development Byelaws, 2025, which significantly relax the Floor Area Ratio (FAR). This change is expected to lead to a proportionate increase in population within the Ayodhya-Basti Road NH-27 Highway Township Scheme area, which will place additional stress on the existing physical infrastructure; hence, a revision of the infrastructure plan is required.

3.3 Objective

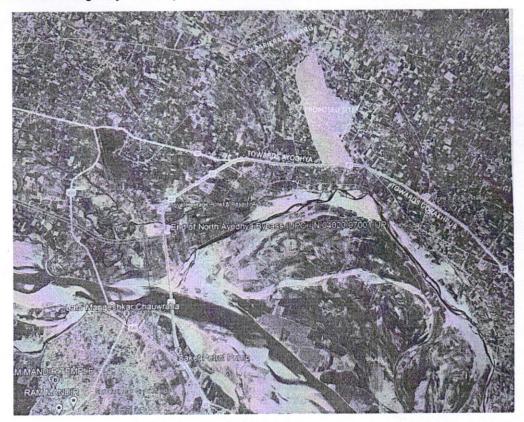
The objective is to undertake comprehensive infrastructure planning of Ayodhya-Basti Road NH-27 Highway Township scheme of all services i.e., road, water, electricity, sewage disposal, road drainage network, renewable energy sources, external electrification, power supply network including substation, external lighting, alternate electric energy systems, Security network, underground services (telephone, electricity cables, natural gas, computer cable, LAN and other systems) etc.

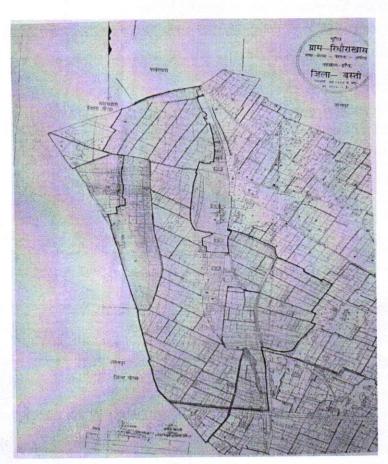
3.3.1 Demarcation Plan of Scheme



Jan 1

RFP for Selection of Consultant for The Detailed Project Report (DPR) For Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority





3.3.2 Key Elements of Transportation: -

1. Shri Ram Janmbhoomi Mandir-12km

Situated just 12 kilometres from the sacred Shri Ram Janmbhoomi Mandir, the location offers proximity to one of India's most revered pilgrimage sites. This ensures a high potential for tourism-related developments and footfall throughout the year.

2. Ayodhya Dham Railway Station-15 Km

The Ayodhya Dham Railway Station is located 15 kilometres from the site and serves as a crucial rail hub connecting to major cities such as: Delhi, Lucknow, Moradabad

3. Bus Station-10Km

The bus station provides regular intercity and intracity transport options. It links the area to neighbouring towns and cities, making daily commuting convenient for locals, students, and business travellers

4. Maharshi Valmiki International Airport-25 Km

The nearest airport is approximately 25 kilometres away, significantly enhancing regional and national accessibility

- 5. UP SIDC- 30Km
- 6. Ram Manohar Lohia Awadh University- 22km
- 7. Collectorate Office- 25km

3.4 Scope of Work

Stage 1: Inception Report

- Mapping of the existing layout and overlaying all physical and utility infrastructure such
 as road network, sewerage, drainage, electricity, water supply, Security network and
 other with existing dimensions and specifications to identify operational gaps, and
 service bottlenecks.
- Planning and Designing in the context of the Draft Uttar Pradesh Building Construction and Development Byelaws 2025 to ensure regulatory compliance and identify necessary amendments.
- Conduct a comprehensive analysis of the connectivity from the Ayodhya-Basti Road NH-27 Highway to ensure smooth traffic flow, minimize congestion, and improve accessibility for residents and commuters.
- Evaluate proper trunk services (such as main sewage lines, water distribution lines, etc.) and final sewage and storm waste disposal mechanisms within the Scheme.
 This includes an assessment of the capacity, condition, and functionality of these services to ensure that they meet the requirements of the layout and future development needs.

Jon M

Stage 2: Submission of first Draft Preliminary Project Report/s

- To design the necessary infrastructure services for the newly planned the AYODHYA-BASTI ROAD NH-27 HIGHWAY TOWNSHIP Scheme, ensuring that the area is equipped with modern, sustainable, and efficient systems for road network, water supply, electricity, sewage disposal and processing, stormwater drainage, and other essential utilities like municipal solid waste management amongst other utilities.
- The consultant shall also prepare detailed Bill of Quantities (BOQ) and cost estimates based on the prevailing Schedule of Rates (SOR)/ Delhi Schedule of Rates (DSR) 2023 along with rate analysis. The consultant shall ensure to utilize all the existing/developed infrastructure
- To prepare detailed working drawings for all proposed infrastructure services in the AYODHYA-BASTI ROAD NH-27 HIGHWAY TOWNSHIP Scheme for enabling onground implementation. The consultant shall submit the drawings in both hard copy (3 set A1 printouts) and softcopy in the original software format in which it is prepared such as AutoCAD format copy / base file format.
- To provide detailed estimates and BOQ based on the prescribed SOR/ DSR by the ADA of all physical and utility infrastructure such as road network, sewerage, drainage, electricity, water supply and other. The "factor rate" may be asked to apply on specific BOQ items as per to account for additional costs or contingencies.
- To provide original calculations population density as base for upgrading infrastructure services.
- To carry out and provide calculations of in population density within the AYODHYA-BASTI ROAD NH-27 HIGHWAY TOWNSHIP Scheme and use this data as the basis for designing infrastructure services in accordance with projected demand and urban planning standards.
- To carry out the detailed planning, engineering design, and submission of working drawings for major trunk infrastructure services—including main sewage lines, water distribution mains, and final sewage disposal mechanisms—within the AYODHYA-BASTI ROAD NH-27 HIGHWAY TOWNSHIP Scheme.
- Vetting of all designs from Indian Institute of Technology (IITs)or National Institute of Technology (NITs)

Stage 3: Submission of Final Detailed Project Report/s and Detail Design of all Infrastructure Components

- To prepare comprehensive and coordinated working drawings for the proposed infrastructure services within the AYODHYA-BASTI ROAD NH-27 HIGHWAY TOWNSHIP Scheme, ensuring seamless integration, technical accuracy, and implementation readiness. The consultant shall submit DPR of Proposed scheme the drawings and report in both hard copy (Drawings 3 set A1 printouts and 3 copies of report) and softcopy in the original software format in which it is prepared such as AutoCAD format copy / base file format/Word doc/Excel etc.
- To prepare comprehensive and itemized Bill of Quantities (BOQ) along with accurate
 cost estimates for all proposed infrastructure services in the AYODHYA-BASTI
 ROAD NH-27 HIGHWAY TOWNSHIP Scheme, based on the prevailing SOR/ DSR.
- To prepare and submit detailed working drawings for major trunk infrastructure services—including main sewage lines, water distribution mains, and final sewage disposal mechanisms within the AYODHYA-BASTI ROAD NH-27 HIGHWAY TOWNSHIP Scheme.
- Prepare Complete DPR

Jan 1

pg. 21

Stage 4: Approval of Final draft DPR

- · Approval of final set of documents submitted by the competent authority
- · Approval of DPR by the competent authority

3.5 Deliverables

Payments for will be made as per the respective quoted rates. The payment schedule and list of deliverables are provided below. Deliverables shall be submitted separately at each stage.

S. No	Deliverable	Timeline	Payment schedule
1	Stage 1 - Inception Report and Submitting site report (3 Hard copies +	T+ 2 weeks	10 %
2	softcopy through email)	T. C.Maska	200/
2	Stage 2 – Submission of first Draft Preliminary Project Report/s after visiting and Submitting site report (3 Hard copies+ softcopy through email)	T+ 6 Weeks	20%
3	Stage 3 – Submission of Final Detailed Project Report/s and Approval of Final Detailed Project Reports after visiting and Submitting site report (ADA may propose any changes to the above as per progress made in this Stage) (3 Hard copies+ 3 Copies of Draft DPR report and softcopy through email)	T+ 20 Weeks	30%
4	As per Execution of the Project (Implementation support) and after Submission of site visiting Progress report at various stages. (a) On Execution upto 25% (b) On Execution upto 50% (c) On Execution upto 75% (d) Completion of the Project	Total Duration of the Project	10% 10% 10% 10%

Note:

- 1. Payments are made in accordance with the terms and conditions outlined in the Scope of Work and associated deliverables.
- 2. Consultant shall submit the necessary changes if required after discussion with the ADA and after approval of the competent Authority.



4 ELIGIBILITY AND EVALUATION CRITERIAS

4.1 Eligibility Criteria

Registration details

#	Eligibility conditions	Documentary Evidence		
1	The bidder must be a Sole proprietorship, registered partnership firm, public limited company, private limited company, Government entity, Public Sector Enterprise/ organization registered under applicable Act in India.	Incorporation issued by Registrar of Companies along with Memorandum		
2	The Bidder should have minimum 15 years of experience from the date of registration with Council of Architecture (COA).	Copy of self-certified Certificate of registration/ Copy of the COA		

Financial Eligibility

#	Eligibility conditions	Documentary Evidence
1	Average annual financial turnover on	illiancial years noin chartered

Technical Eligibility

#	Eligibility Conditions	Documentary Evidence	
years of experience in similar works anywhere in India.			
2	The Bidder should have a similar work experience, including	Work order/Copy of contract agreement/letter of award and any one of the following:	



experience in as per the following criteria:

DPR prepared and approved regarding similar works by Central and State Govt.,

Semi Govt Institutions like Development Authorities, Municipal Corporations, Industrial Development Authorities, PSUs of minimum project area of 100 Acres

- Completion Certificate from client OR
- Self- declaration along with a copy work order and agreement showing the details of the scope of work along with proof of <u>submission of the final DPR to</u> the <u>client.</u>

Refer Form 3A and 3B

* Note: Similar project shall mean comparable large scale township projects including master plans of residential township and mixed-use township and design of its infrastructure components like road network, sewerage, drainage, electricity, water supply, etc.

Other Criteria

#	Criteria	Documentary Evidence
1.	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the proposal submission	Undertaking as per Form 5
2.	Bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder	Undertaking as per Form 6

Jon M

4.2 Method of Selection Process

This is a 2-stage Process: -

Evaluation process:

1. Step -1: Technical Evaluation:

Sr.No.	Criterion	Marking	Documents required
1	Bidder will be marked as per the	20 marks	The Bidder shall enclose with its
	average annual turnover		Application, certificate(s)
	from last three years i.e.:		from its Statutory Auditors
	2022-2023, 2023- 2024, 2024-		stating its total revenues. The
	2025 stated in the following:		Statutory auditor also needs
			to certify that the Bidder has
			positive Net worth in three (3)
			consecutive financial years
			from the Proposal Due Date
			of bid.
	Turnover 60 Lacs to < 1 Cr	10	
	Turnover 1 Cr to < 2 Cr	15	
	Turnover more than 2 Cr	20	
	The bidder will be marked		Work orders and Completion
	based on completed		certificates from client clearly
	projects DPR prepared and		indicating the scope of work
	approved regarding similar		cost of work, actual date o
	works by Central and State		starting and completion o
	Govt., Semi Govt Institutions		such work.
	like Development Authorities,	20 marks	
	Municipal Corporations,		
_	Industrial Development		
2	Authorities, PSUs, Reputed		
	Private Organizations of		
	project area of above 100		
	Acres		
	1. Above 250 Acres	20	100.00
	2. 150 - 249 Acres	15	1 12 1
	3. 100 to 149 Acres	10	



3	Manpower of the core team will be marked on the following basis: Urban planner (1 No.)- 2 marks Architect (1 No.) – 2 marks Civil Engineer (4 No.)- 4 marks MEP Engineer (1 No.) - 2 marks	10 Marks	As per CV attached in Annexure
4	Presentation and Interview with the team	50 Marks	Based on presentation
	Understanding of the Project	20	
	Approach and Methodology	15	
	3. Proposal for the project	15	
	Total Marks		100

List and CVs of all key personnel (core team members) listed above need to be submitted by the bidder in compliance with the requirements. Refer Form -8. Any CV from the core team member found non-compliant, shall be awarded zero marks. Details of core team requirements have been captured later on in this document.

The evaluation committee appointed by the Authority shall carry out evaluation of the Technical Proposals. The evaluation criteria are point/ marks system based as specified in the above section. Each responsive proposal shall be attributed a technical score. The consultants are required to give a presentation on the proposed work plan and methodology in responding to the Scope of Work for which 50 marks are allocated out of 100 marks before evaluation committee. The technical proposal should score at least 60% i.e., 60 Marks to be considered responsive for financial evaluation. Financial Bid:

In response to the RFP, the applicant shall provide a lump sum financial quote, which includes the consultancy fee rate (excluding GST) in rupees per Acre, along with the following:

- All Out-of-Pocket Expenses (OPE):
 - o Travel, boarding, and lodging in Ayodhya
 - Equipment used by the consultant (e.g., laptop, internet dongle, etc.)
 - o Digital tools and collaboration platforms deployed by the consultant
 - Stationery
 - Administrative expenses
 - o Any other expenses borne for this project

GST as per applicable rates shall be paid by the client as extra. The financial quote, shall be inclusive of the following:

Financial Evaluation:

a) After the evaluation of technical proposal is completed, the Authority may

Jon 8

pg. 26

notify those consultants whose technical proposals were considered non-responsive and not qualifying as per the RFP Scope of Work, indicating that their Financial Proposals will be returned unopened after completing the selection process.

- b) The Authority shall inform the consultants who have qualified in the technical proposal after the evaluation of technical proposal before the date of financial bid opening.
- c) The financial proposals shall be opened in the presence of the consultants/ authorized representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be recorded when the financial proposals are opened. The Authority shall prepare minutes of the financial bid opening.
- d) The evaluation committee will correct any computational errors, if exist in the financial proposals. When correcting computational errors, in case of discrepancy between a total and partial amount and or between word and figures the formers will prevail.
- e) It is expected that the consultants shall determine the costs appropriately and shall take necessary care in allocating budgets adequately by major components of project.
- f) The price bid to be considered for evaluation shall exclude GST Tax, but shall include all the other taxes, if any.
- g) The evaluation committee shall consider the evaluated financial offer and/or total proposal cost and the score on price quote will be calculated in the following manner.

1. Evaluation Method:

"Sf= 100 x Fm/F" in which,

Sf is the 'Financial Score' of the Financial Proposal being evaluated.

Fm is the computed lowest financial proposal (inclusive of all taxes but excluding GST).

F is the Computed Price of the bidder under evaluation (inclusive of all taxes but excluding GST).

The weights given to the Technical and Financial Proposals are:

T = 0.7 (70%)

P = 0.3 (30%)

Proposals will be ranked according to their combined Technical Scores (St) and Financial Scores (Sf) using the weights indicated above.

T = the weight given to the Technical Proposal.

P = the weight given to the Financial Proposal; and

S =Score

(T + P = I) S = St x T + Sf x P h) The percentage marks allocated to the lowest evaluated financial proposal will be 100 and to the other bids will be calculated as above.

On completion of Evaluation of Technical and Financial Proposals, final ranking of the proposals will be determined by giving weightage to Technical and Financial Proposal, as specified in the Data Sheet. The firms will be ranked

Jus.

based on their weighted score. The firm achieving the highest combined technical and financial score will be invited for the contract negotiations if required.

a. Negotiation & Discussion

- The Authority shall notify the successful bidder and invite for negotiation & discussion, if required.
- ii. For negotiations on the quoted prices, the bidder may be asked to give their justification, if required.
- iii. The aim of the discussions is to reach an agreement for all points.

b. Award of Contract

- 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.

- Ipm X

5 General Conditions of Contract

5.1 General Provisions

5.1.1. Definitions

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

- a) "Consultant" means any private or public entity that will provide the Services to the ADA ("the Client") under the Contract.
- b) "Client" means the agency with which the Consultant signs the Contract for the Services i.e., Ayodhya Development Authority
- c) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- d) "Government" means the Government of the Client's country/state
- e) "Party" means the ADA or the Consultant, as the case may be, and "Parties" means both of them.
- f) "Personnel" means professionals and support staff provided by the Consultant assigned to perform the Services or any part thereof
- g) "Services" means the work to be performed by the Consultant pursuant to the Contract.

5.1.2. Law Governing Contract

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

5.1.3. Language

This Agreement 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. In case of any discrepancies in interpretation, the interpretation as deemed correct by VC, ADA shall be considered as final and binding.

5.1.4. Notices

- 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 here under by giving the other Party notice in writing of such change to the address.

5.1.5. Authorized Representatives

Any action required or permitted to be taken, an any document required or permitted to be executed under this Contract by the Client, or the Consultant may be taken or executed by the officials specified in the Contract or any other authorized representative as decided by Authority and communicated to the Consultant.

5.1.6. Taxes and duties

GST/other applicable taxes shall be paid by the ADA additionally on the professional fee agreed and mentioned in this Contract.

for 1

pg. 29

5.2 Commencement, Completion, Modification and Termination of Contract

5.2.1. 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.

5.2.2. Commencement of Services

The Contractor shall begin carrying out the Services not later than 30 days after the signing of this Contract.

5.2.3. Expiration of Contract

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

5.2.4. 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.

5.3 Force Majeure

5.3.1. 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. Force majeure events include natural events such as earthquakes, floods, or fire, and political events.

5.3.2. 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.

5.3.3. Extension Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.3.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Concessionaire shall be exempted to pay under the terms of the Agreement.

5.4 Events of Default leading to Termination

a) By the ADA

ADA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 5.4.1. In such an occurrence the ADA shall give a not less than twenty-one (21) days' written notice of termination to the Consultant.

Jan N

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the ADA have subsequently approved in writing. If the Consultant becomes insolvent or bankrupt, to be certified by the competent court. If the Consultant, in the judgment of the ADA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or the Consultant is not performing as per the terms and conditions of this contract.
- b) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof
- b) Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 5.4.1 or 5.4.2, the ADA may make the following payments to the Consultant:

- a) Payment for services satisfactorily performed prior to the effective date of termination.
- b) Except in the case of termination pursuant to paragraphs (a) through (c) of GC Clause 2.4.1, reimbursement of any reasonable cost if the ADA is so satisfied incident to the prompt and orderly termination of the Contract.
- 5.5 Obligations of the Consultant

5.5.1. Standard of Performance

The Consultant 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 Consultant 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.

5.5.2. Confidentiality

Except with the prior written consent of the Client, the Consultant 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 Consultant 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 2 years from the date of termination of this Agreement.

- 5.5.3. Documents prepared by the consultant
 - a) All deliverable to be developed and submitted by the Consultant under this Contract shall be in English language.
 - b) All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
 - c) Methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not ADA information reflected in them). Upon payment for the Services, ADA may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

5.5.4. Accounting

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof

5.6 Obligations of the client

5.6.1. Assistance and Exemptions

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

5.6.2. Change in applicable law related to taxes and duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

5.7 Payment to the consultant

5.7.1. Professional fee and payments

The total payment to the Consultant shall be governed by the Contract Price (as determined by the financial quote in the RFP stage in accordance with land available with the ADA. In addition to the consultancy fee nothing shall be paid to the consultant.

5.7.2. Terms and conditions of the payment

Payments will be made to the account of the Consultant and according to the payment schedule.

Jan 1

5.8 Good faith and Indemnity

- a) 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.
- b) 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.

5.9 Settlement of Disputes

5.9.1. 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 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.

5.9.2. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the VC, ADA. The Arbitration proceedings shall be governed by the prevailing Arbitration Act of Government of India and shall be held in Ayodhya, India. Subject as aforesaid the provisions of the Arbitrations and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made thereunder and for time being in force shall to the arbitration proceeding under this clause.

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. Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the courts in Ayodhya, no other court or any other district or outside Uttar Pradesh shall have any jurisdiction in the matter, to which both the parties agree to submit for these purposes.

5.10 Fraud and Corrupt Practices

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.

Jan 1

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.

5.10.1. Measures to be taken

ADA will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract; ADA will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

5.10.2. 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.

5.11 Limitation of Liability

- a) The ADA shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was
- b) The ADA shall not recover from the Consultant, in contract or tort, 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."
- c) Removal and/or Replacement of Personnel Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, resignation, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications within 15 days with the consent of the Authority. If the Authority finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



6 Annexure

FORM 1: Technical Proposal Submission Form (To be printed on Letter Head on Letter head of the Applicant)

[Location, Date]
To: Executive Engineer, ADA, Ayodhya

Dear Sir:

We, the undersigned, Selection of Consultant for The Detailed Project Report (DPR) As Per the Revised Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority. 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 Selection of Consultant for The Detailed Project Report (DPR) As Per the Revised Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:
Address:



FORM 2: Financial capacity of the Bidder

#	Financial Year	Annual turnover from Consultancy fee (in INR)	Net Worth (in INR)
1.			
2.			
3.			
		Average:	

The audited Financial Statement for the corresponding years has to be attached. Certificate from the Statutory Auditor

This is to certify that. (name of the Bidder) has received the payment shown above against the respective years on account of Consultancy fees/ services rendered.

It is also certified that certify that(name of the Bidder) has positive Net worth for the respective financial years specified in the above table.

Name of the auditor issuing the Certificate: Name of the auditor's Firm Seal of the auditor's Firm

Date:

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

<Seal and stamp of the bidder and CA>

CA Certified Financial statements supported with Audited Financial Reports/ Balance Sheets and Profit & Loss Statements for that period will be considered.

Jan /

FORM 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of the Bidder	Name of Client	Professional fee received by the Bidder (in INR Crore)
1.	· · · · · · · · · · · · · · · · · · ·			
2.				
3.				
4.				
5.	,			
6.				

^{*} The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

Jan A

FORM 3B: Eligible Project Details

Use separate sheet for each project and for different Criteria.

Assignment name:	Duration of assignment (months):		
Country:	Bullation of disag		
Location within country:			
	Total No of man-months of the assignment:		
Name of Client:	Amount of consulting fee received by your firm		
Address:	I make the second secon		
	(INR)		
Start date (month/year):	Completion date (month/year):		
	No. of professional man-months provided by		
Name of associated Bidders, if any:	associated Bidders:		
Narrative description of Project:			
Description of actual services provide	ed by your staff within the assignment:		
Description of actual services pro-			

Note: Please enclose Work order/Copy of contract agreement/letter of award and any one of the following:

- 1. A certificate specifying similar experience Or
- 2. Completion Certificate Or
- 3. Self- declaration along with a copy work order and agreement showing the details of the scope of work along with proof of submission and certificate from Chartered Accountant certifying the work is completed

The project area details need to be substantiated by relevant documents ADA Certificate/Completion Certificate/Contract Agreement details}

Jm &

FORM 4A: Format for Details of Bidder

Please enter the information requested in the spaces provided.

1 BASIC INFORMATION

Γ	Name	of	the	Bidder	making	this	Parent Company (if applicable)
	applica	tion	1				

2. CONTACT PERSON (for this application)

Name	
Organization	
Address	
Telephone	
Fax	
Email	

3. REGISTERED ADDRESS

4. YEARS IN BUSINESS AND NATIONALITY

Year of Establishment	Country of Registration

Attach copy of incorporation certificate

- 5. Company's Registration Number of the Bidder (attach true copy of registration certificate)
- 6. Goods and Service Tax (GST) Registration Number (attach true copy)
- 7. Are you presently debarred / Blacklisted by any Government Department / Public Sector Undertaking / Any Employer? (If yes, please furnish details)

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the shortlisting, it is proved that the information furnished by us is wrong, ADA reserves the right to take necessary action against our Bidder as per applicable Laws/Rules of the land.

Signature of Authorized Representative with stamp Name Designation
Place
Tel No Email:

Jan d

Date

pg. 39

FORM 4B: Bidder's organization and experience

- 1. Provide here a brief description of the background and organization of your company.
- 2. Include organizational chart, a list of Board of Directors

for

FORM 4C: Understanding of TOR

Understanding of TOR, description of approach, methodology, staffing schedule and work plan in responding to the terms of reference

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing:

Understanding of TOR:

Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs),

Technical Approach and Methodology including Presentation:

- The consultant to explain its understanding of the objectives of the project, approach to the project, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.
- The consultants should clearly articulate the approach it would follow to develop the vision, implementation strategy and integrated infrastructure development.
- It is strongly recommended that consultant to do both desk top research &, if possible, visit the city under consideration and develop understanding of the existing situation and key areas of improvement and development, the area under consideration for the proposed development and propose the methodology to address the city challenges and transform it to a global destination). The consultant needs to explain the technical approach, tools and methodologies that they propose to adopt for envisioning, planning and implementation of various components as specified in the Scope of Work. Consultants, whosoever shall qualify in the qualification documents have to separately made a detailed presentation to the Client.

*For Technical approach and methodology presentation, Consultants, whosoever shall qualify in the qualification documents shall be informed electronically in writing regarding the date and venue of presentation.

Work Plan and Staffing Schedule

i. Work Plan:

The consultant should also propose and justify the main activities of the assignment/ job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority), revenue generation mechanism through private investment/joint ventures and other innovative tools and key performance indicators. The Proposed work plan should be included here. More specifically Highlight how you would proceed to meet the project requirements for activities defined in the scope of Work. The consultant needs to make its own analysis based upon developing the understanding of the nature of work, deliverables (including indicative deliverables as mentioned in RFP) Highlight tools and methodologies to be used for this effort and how would you manage the complexity of the project. Proposed handholding during the execution of the project/task.



Format for Work Plan

S.	Deliverables	Weeks								
No	Donvorance	1	2	3	4				n	Total
1										
2										
3										

- List the deliverables with the breakdown for activities required to produce them. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- II. Duration of activities shall be indicated in a form of a bar chart.
- III. Include a legend, if necessary, to help read the chart.
- ii. Schedule of Staff: {Please describe the structure and composition of your team, including the list of the proposed Key Experts and relevant technical and administrative support staff.} The proposed man-months of engagement of staff must be clearly indicated by the consultant. Kindly provide the man-month inputs for all the proposed staff and their working /mobilization schedule at city under consideration and their respective home offices as per format.

Format for Staffing Schedule

S.	Name	Experts Ir	nput pe	er each	Total time input (in weeks)				
N.		Position	D1	D2	D	D	Home	Field	Total
1									
2									
3		[2 ² -13]							
-									
n									
						Subtotal			
						Total		THE X	

"Home" means to work done from any place other than (office space provided by the Authority) of city under consideration. "Field" means to work done at the city under consideration (office space provided by the Authority).



FORM 5: Declaration for blacklisting Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for "RFP for Selection of Consultant for The Detailed Project Report (DPR) As Per the Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority" (To be printed on Letter Head of the Bidder)

Sir/Madam,

This is to notify you that we (name of the Bidder) intends to submit a proposal in response to Selection of Consultant for The Detailed Project Report (DPR) As Per the Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority.

Sincerely,

(Signature of the Authorized Person) Name: Designation:

Apm A

FORM 6: Declaration (To be printed on Letter head of the Applicant)

Declaration that, during the last Five years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for "Selection of Consultant for The Detailed Project Report (DPR) As Per the Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority"

Sir/Madam.

Yours Sincerely.

(Signature of the Authorized Person) Name: Designation:

for

A

FORM 7: Team composition and task assignment Core Team

Core Team

Sr. No.	Name of Staff	Na me of the fir	Qualifica tion	Years of	Area of	Task Assigned	Period Engagem	of ent
	or oran	or the in		experie nce	Experti se	for this Project	From	То
						1,12		

Support Staff

 Firm	ce	Assigned for this Project	and the course	
			From	То
				118

Signature	
n the Capacity of	
Ouly authorized to sign proposal for and on behalf of	
Date	
Place	

Jon A

FORM 8: Curriculum Vitae (CV) for Proposed Professional Staff

1. Name of Staff:

Proposed Position:

2. Total years of experience post qualification:

Employer:

3. Date of Birth:

Nationality:

Education:

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained
---	--	---------------

- 4. Professional Certification or Membership in Professional Associations: Other Relevant Training:
- Countries of Work Experience: Languages

Language	Speaking	Reading	Writing
6. Employment R	ecord:		
From:	То:		
Employer:			
Position Held			

Certification

I certify that

- (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience.
- (2) that I am available for the assignment for which I am proposed; and
- (3) that I am proposed only by one Offer or and under one proposal.

I understand that any willful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

(Signature of authorized representative of the staff)

Date and Place

(Signature of Expert)
Date and Place

Jan I

FORM 9: 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)

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:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- 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.

Am d

FORM 10: EMD Return Form

To: Vice Chairman, ADA, Ayodhya

Subject: Return of EMD for Reference Number <tender reference number> Selection of Consultant for The Detailed Project Report (DPR) As Per the Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority

Reference: (Insert name of the consultancy)

Dear Sir,

This is in reference to return the Ernest Money Deposited for RFP for Selection of Consultant for The Detailed Project Report (DPR) As Per the Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority with Reference number < reference number > Tender ID < tender ID>. The details of deposit are illustrated below:

UTR Number:

Bank Name:

Amount:

Date of Transfer:

We wanted to request you to please return the above-mentioned transferred amount as EMD

to the bank details as illustrated below:

Name of the beneficiary:

Name of Bank:

Name of Branch:

Account Number:

IFSC Code:

Swift Code:

Kindly grant us with your permission for the above. Thanking You.

Jan P

Yours Faithfully, <name and signature of the authorized signatory along with seal and stamp of the Bidder>

FORM 11: Bid Document Price/ Processing Fee Deposit Details

AYODHYA DEVELOPMENT AUTHORITY Bid Document Price/ Processing Fee Deposit Details

S. NO.	NAME OF WORK	DEPARTMEN T / ZONE	BANK ACCOUNT DETAILS
1	RFP for Selection of Consultant for The Detailed Project Report (DPR) As Per Layout of The Ayodhya-Basti Road NH-27 Highway Township scheme, Ayodhya Development Authority	Engineering Department	NOTE: - The E-Tender processing fee and Earnest Money (EMD should be deposited only through RTGS and NEFT payment mode from the above link. No other mode of payment will be accepted otherwise tender will be considered as ineligible.

NAME OF BIDDER	UTR NUMBER	Bid Document Price/ Processing fee (In Rupees)	EMD Amount (In Rupees)	TOTAL AMOUNT (In Rupees) COLUMN (A+B)	BANK & BRANCH NAME	TRANSFER DATE (DD-MM- YYYY)
		(A)	(B)			

Signature Name & Seal of bidder

Jan A

FORM 12 Financial Bid

AYODHYA DEVELOPMENT AUTHORITY AYODHYA

Project: - Selection of Consultant for The Detailed Project Report (DPR) As Per Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority

General Instruction for submission of financial bid

- 1) Offer shall be valid for a period of three months from the date of bidding.
- 2) Offer shall be submitted on the original offer documents only offer received without original document shall be rejected.
- 3) The bidder is advised to visit the site and make its own assessment of the quantum of work, site topography, site hindrance etc. before quoting the rates. No claim, whatsoever in this regard shall be entertained at a later stage.
- 4) No extra payment whatsoever shall be made to the consultant for visiting the site.

Jam A

Project: - Selection of Consultant of The Detailed Project Report (DPR) As Per Layout of The Ayodhya-Basti Road NH-27 Highway Township Scheme, Ayodhya Development Authority

Part-II
Price Bid Sheet (To be submitted)

SI. No.	Description of Work / Item(s)	No. of Qty	Rate Per Acre (in Rs)
NO.	Consultancy/ Architect Fee for Planning and Design of all infrastructure services for newly planned areas, which are part of the scheme, as per the scope of work.	265 Acre	

Note -

 The quoted rates shall be inclusive of all applicable taxes, excluding GST. GST will be paid separately as per prevailing regulations.

Jan A