



# अयोध्या विकास प्राधिकरण

## AYODHYA DEVELOPMENT AUTHORITY



अयोध्या विकास प्राधिकरण  
AYODHYA DEVELOPMENT AUTHORITY

**Request for Proposal**  
**for**  
**Selection of Agency for Operation and Maintenance of Water boat in**  
**Ayodhya (UP) on revenue sharing basis.**

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

## Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the "Bid").

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## **1. GENERAL INFORMATION**

The Government of Uttar Pradesh (GoUP) envisions to develop Ayodhya as a global religious and tourism epicenter. The Ayodhya Development Authority (“ADA”, “Client” or the “Authority”), under guidance from GoUP, is the nodal agency responsible for planning and undertaking development works in the Ayodhya Development Authority Area (ADAA) of ~875 Sq. km.

ADA is envisaging to engage an agency for **“Request for Proposal for Selection of Agency for Operation and Maintenance of Water boat in Ayodhya (UP).”** The Request for Proposal (RFP) document can be downloaded from e-procurement website.

<http://etender.up.nic.in/>.

## 2. DATA SHEET

Sr. No	Particulars	Details
1	Name of the Project	Request for Proposal for Selection of Agency for Operation and Maintenance of Water boat in Ayodhya (UP).
2	Contract Period	10 years which may be extended as per mutually agreed terms and conditions of both the parties.
3	Moratorium period	60 days from the date of signing of the Contract Agreement
4	Location	Ayodhya
5	Method of selection	Project will be selected on QCBS method.  The Minimum License fee shall be 1,00,000 INR per year exclusive of GST, which shall be paid extra. This license shall be escalated 5% every year.
6	Bid Processing Fee	Non-refundable fee of 5900 INR incl. tax/GST etc. The tender fees shall be paid online through the given link: <a href="https://emdada.ayodhyada.in/loginWithotp">https://emdada.ayodhyada.in/loginWithotp</a>
7	Earnest Money Deposit (EMD)	Refundable amount of 50,000 INR /- ( <b>Rupees only</b> )  The payments to be made online through the given link: <a href="https://emdada.ayodhyada.in/loginWithotp">https://emdada.ayodhyada.in/loginWithotp</a>  <b>Validity:</b> EMD shall be valid for a period of 120 days from the Proposal Due Date.
9	Performance Guarantee/ Bank Guarantee	1,00,000/- INR /-. Valid till 3 months after completion of the project period.
10	Name of the Authority's official for addressing queries and clarifications	<b>Secretary</b> Ayodhya Development Authority Telephone: +91-7607778900 <b>E-mail:</b> <a href="mailto:vcafa@gmail.com">vcafa@gmail.com</a>
11	Proposal Validity Period	120 days from Proposal Due Date
12	Proposal Language	English
13	Proposal Currency	INR

Note:

a) For Pre-Bid queries, bidders shall send their queries in the given format via email.

S.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).

b) 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.

## 3. INSTRUCTION TO BIDDERS

### A. General instructions

#### 1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. Joint venture/Consortium is not allowed under this RFP.
- 1.3. No relaxation shall be allowed for Startups, MSMEs under this tender.

#### 2. Proposal preparation cost

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

#### 3. Right to accept and reject any or all the Proposals.

- 3.1. Notwithstanding anything contained in this RFP, Client 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.
- 3.2. Client reserves the right to reject any Proposal if:
  - 3.2.1. At any time, a material misrepresentation is made or discovered, or
  - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

### 3. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in/> through a corrigendum and 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 Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the Proposal Due Date.

### 5. Data identification and collection

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It is deemed that Applicants have conducted their own assessment, research and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.
- 5.3. It would be deemed that by submitting the Proposal, the Applicant has:
  - 5.3.1. Made a complete and careful examination and accepted the RFP in totality.

- 5.3.2. Received all relevant information requested from Client. and.
- 5.3.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.4. Client shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

## **B. Preparation and submission of Proposals**

### 6. Language and currency

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that 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 evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 6.2. The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

### 7. Proposal validity period and extension

- 7.1. Proposals shall remain valid for a period of one hundred twenty (120) days from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Applicant's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### 8. EMD/Bid Security Amount

- 8.1. The Bidder shall furnish as part of its bid, a bid security in stipulated form with requisite validity and for the said amount of Currency as specified in NIT Document
- 8.2. Each Proposal should be accompanied with an EMD/ Bid Security amount of INR 50,000 (Rupees Fifty thousand Only). This amount is to be deposited online through this link: <https://emdada.ayodhyada.in/loginWithotp>. Applicants whose bid security/EMD is not received by the Client before the last date of submission, their proposals will be rejected.
- 8.3. Bid securities of the unsuccessful bidders will be returned within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client.
- 8.4. Bidders are required to upload the duly signed scanned copy of the Bid Security payment along with the technical proposal on e-procurement portal.
- 8.5. The bid shall be considered as non-responsive in case of non-submission of scanned copy of Bid Security in the e-bidding Portal along with submission of bid.
- 8.6. The bid security/EMD of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required performance security and signed the Contract.
- 8.7. The bid security shall be forfeited:
  - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids
  - b) if a Bidder misrepresents or omits the facts in order to influence the procurement process.
  - c) if the successful Bidder fails to:
    - sign the Contract within two weeks of receiving of the Letter of Award

- furnish performance security as per the timeline given in Letter of Award
  - if the affidavit submitted by the bidder or any of the declarations of Letter of Technical Bid submitted by the bidder has been found to be false at any stage during the process of bid evaluation.
- d) In case the bidder who has been exempted for submission of Bid Security being Micro & Small Enterprise/ Startup Business, and
- withdraws his Bid during the period of Bid validity; or
  - becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of bid; or
  - refuses or neglects to execute the contract; or
  - fails to furnish the required Performance Security within the specified time,

Then such bidders shall be debarred from participating in future bids for a period of 02 years from the date of discharge of bid / date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Bid Cost / Bid Security

9. Format and signing of Proposals.

- 9.1. The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 9.2. Applicants should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.
- 9.3. In case the Applicants 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.

10. Site Visit

- 10.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The bidder has the flexibility to develop Project concept/design in line with project requirements stated in this document.

11. Submission of e-bid/Proposal

- 11.1. The bid submission module of e-procurement website <http://etender.up.nic.in/> enables the Applicants to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant 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 Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

- 11.2. The Applicants have to adhere to the following instructions for submission:

- 11.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in/>. The Applicants 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.

- 11.2.2. In addition to the normal registration, the Applicant has to register with their Digital



Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carryout his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should fist 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.

- 11.2.3. The Applicant can search for active tenders through "search active tenders" link, select a tendering 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 Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e- bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
- 11.2.4. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant 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 Applicant's computer.
- 11.2.5. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 11.2.6. The Applicant 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 Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- 11.2.7. 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 Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 11.2.8. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

## 12. Deadline for submission

- 12.1. E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website <http://etender.up.nic.in/> no later than the time specified on the Proposal Due Date. The Client 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 Client and Applicants previously subjected to the deadline will thereafter be subject to the deadline, as extended.

## 13. Late submission

- 13.1. 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 Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant 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.

## 14. Withdrawal and resubmission of Proposal

- 14.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the

Proposal Due Date. For withdrawing, the Applicant 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 Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant 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 Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

- 14.2. 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 Applicant's forfeited of his/her e-bid/Proposal security.
- 14.3. The Applicant 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 Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant 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 Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant 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.
- 14.4. The Applicant 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.
- 14.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### 15. Selection of the Agency

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

### **C. Proposal opening**

#### 16. Opening of Proposals

- 16.1. Client will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the Client office.
- 16.2. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e-bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Client within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 16.3. The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 16.4. It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all

the requirements of the RFP. In case during evaluation, it is found that certain H/w or S/w which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of Materials (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional H/w or S/w are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional H/w or S/w at no additional cost to ADA.

16.5. The Client will prepare minutes of e-bid/Proposal opening.

#### 17. Other instructions

17.1. Uploaded documents of successful bidder will be verified with the original before signing of the agreement. The successful bidder should provide the originals to the concerned authority on receipt of such a letter in this regard, which will be sent through registered post or speed post or by e-mail or delivered by hand.

#### 18. Confidentiality

18.1. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Agency shall not be disclosed to any person not officially concerned with the process.

18.2. 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 Applicants or their representatives, if any. Any effort by an Applicant 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 Applicant.

#### 19. Tests of responsiveness

19.1. Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

19.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to as per the RFP.

19.1.2. It contains all information as desired in this RFP.

19.1.3. Information is provided as per the formats specified in the RFP.

19.1.4. It mentions the validity period as set out in Clause 7.

19.1.5. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Date Sheet of this RFP.

19.1.6. The selected Applicant has furnished a Performance Guarantee as outlined in the Data Sheet of this document at the time of contract signing. The Performance Guarantee shall be returned or be extended after the expiry of the project period, as the case may be. The Bank Guarantee (submitted as a Performance Guarantee) can be from any Nationalised or Scheduled bank.

19.2. Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by Client in respect of such Proposal.

#### 20. Clarifications sought by Client

20.1. To assist in the process of evaluation of Proposals, Client may, at its sole discretion, ask any Applicant 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.

#### 21. Proposal evaluation

21.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

21.2. The envelopes containing the Technical Proposal of the Applicant/s who do not meet the Technical Criteria shall not be considered for further process.

## **22. Notifications**

22.1. Client will notify the successful Applicant by email.

## **23. Selection Criteria**

23.1. The Agency for providing its services for the said Assignment / Project will be selected on the basis of the Highest quote (H1) to be offered by a Bidder as described in this RFP. The Technical Proposals would be evaluated based on the qualification criteria set forth in this RFP. Financial Proposals (Financial Bids) of only those Applicants, who are qualified / Eligible (Eligibility criteria qualification) will be opened and evaluated.

23.2. The Bidder shall Quote Annual License fee in financial BoQ format (Financial Form 1) and the annual licensing fee should be divided into four equal installments (Which should be called Quarterly License Fee hereinafter) and paid to ADA along with applicable taxes.

23.3. Quarterly license fees shall be paid 30 days in advance of commencement of respective quarter of agreement (For example, license fees for quarter of October- December 2024 shall be payable by September 2024). However, no more than 2 extensions shall be granted in any case. For any kind of extension/ delay in payment of license fees, the Bidder shall be charged 12% interest per annum on due license fees.

23.4. Quarterly license fees shall be paid for all months of the license period.

23.5. The payment cycle for quarterly license fees will depend on signing of contract agreement and same shall follow every year. The first quarterly license fees shall be payable by the Bidder before signing the license agreement.

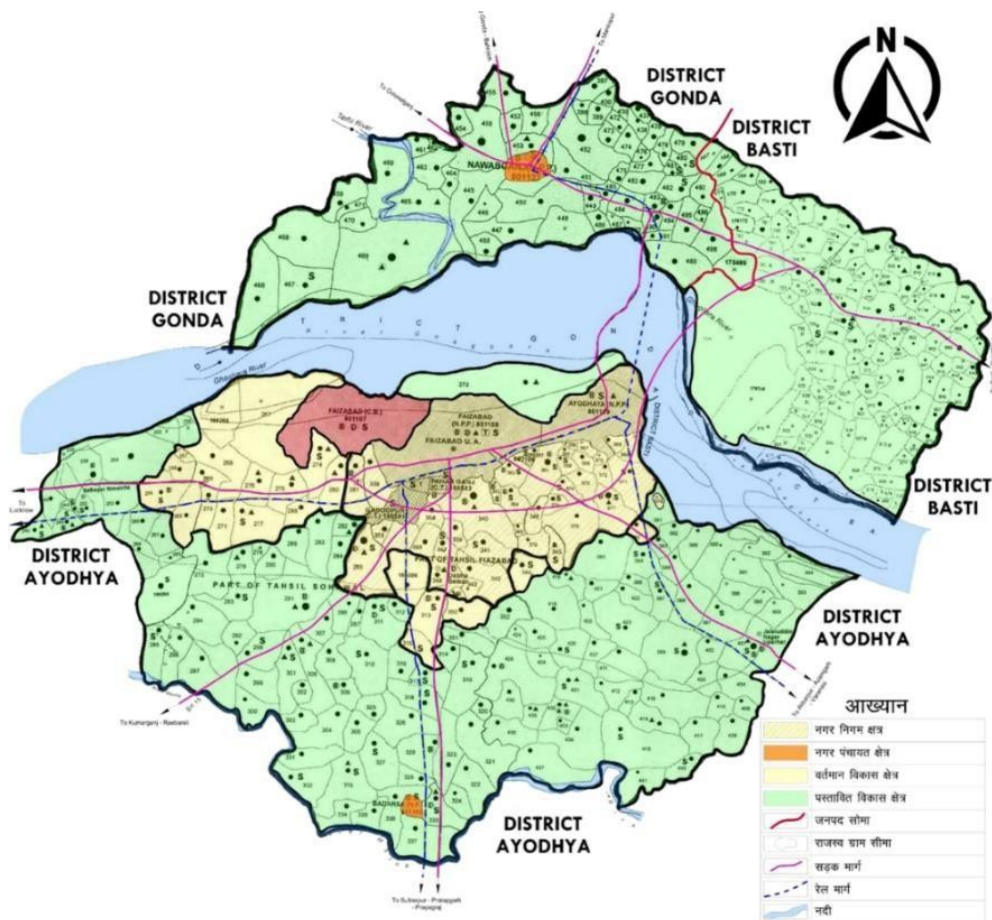
## 4. ABOUT AYODHYA

### 4.1 Introduction

Ayodhya is a place of great antiquity. In ancient times the country round Ayodhya was known as Kosala and both find mention in ancient literature. The first three Vedas, however do not mention either Kosala or its capital, Ayodhya; it is only in the Atharvaveda that the city has been described as having been built by the gods and being as prosperous as paradise itself. The Satapatha Brahmana speaks of Kosala as one of the countries of the Vedic Aryans and the grammarian Panini mentions it in one of his sutras. Vivid descriptions of Ayodhya are to be found in the Ramayana of Valmiki, and the Mahabharata gives it the epithet of „Punyalakshana“ (endowed with auspicious signs). The Kanauj kingdom arose in Ayodhya, then called Oudh, during the 11th and 12th centuries CE. The region was later included in the Delhi sultanate, the Jaunpur kingdom, and, in the 16th century, the Mughal Empire. Oudh gained a measure of independence early in the 18th century but became subordinate to the British East India Company in 1764. In 1856 it was annexed by the British; the annexation and subsequent loss of rights by the hereditary land revenue receivers provided one of the causes of the Indian Mutiny in 1857. Oudh was joined with the Agra Presidency in 1877 to form the North-Western Provinces and later the United Provinces of Agra and Oudh, now Uttar Pradesh state.

### 4.2 About ADA

The Ayodhya Development Authority (ADA) is one of the leading district level bodies in state of Uttar Pradesh, connecting people and communities of the region with reliable, planned, and sustainable development work of accessible public amenities including housing. The ADA plans to implement the vision of the Central Govt. of India and State Govt. of Uttar Pradesh of developing Ayodhya as the Global Spiritual Capital by 2047 with an aim to create the state-of-the-art infrastructure in Ayodhya making this city a vibrant mix of ancient and modern.



## 4.4 Background

In 2021, Ayodhya Development Authority came out with a vision to develop the City as a “Global Spiritual destination” by 2047. One of the major Goal to achieve this vision is promotion of “Diversified tourism” and many projects such as Surya Kund, Ghats, Ram Ki Paidi, old temples and Math mandirs have been developed or restored as a testament to ADA’s commitment to preserving Ayodhya’s heritage while enhancing its contemporary vibrancy. Since the consecration of the Shri Ram Janam Bhoomi, lakhs of visitors and devotees are visiting Ayodhya.

## 4.5 Scope of Work:

### 1. Purpose

The purpose of this Scope of Work is to outline the requirements for the design, construction, delivery, installation, and maintenance of a 30-seater water boat. This boat will be utilized for passenger transport on inland waterways, ensuring high safety standards, durability, and operational efficiency. The work shall adhere to all applicable government regulations and international quality standards.

### 2. General Requirements

- The boat should be designed for efficient operation in inland waterways.
- It should accommodate 30 passengers comfortably, along with a crew of 2–3 members (pilot and assistants).
- The construction must ensure durability, safety, and eco-friendliness.
- All equipment and materials must be of high quality, certified, and approved by recognized authorities.
- The contractor shall ensure timely delivery of the water boat and comply with all testing and trial requirements.

### 3. Technical Specifications

#### 3.1. Boat Dimensions

- Length: 10–15 meters.
- Width: 3–5 meters.
- Draft: Not exceeding 1 meter to allow operation in shallow waters.
- Weight: As per design and construction standards.

#### 3.2. Hull Material

- Preferred Material:
- Aluminum alloy (lightweight, corrosion-resistant, and durable).
- Fiberglass Reinforced Plastic (FRP) or Steel for additional robustness.
- The material must comply with standards for inland water vessel construction.

#### 3.3. Propulsion and Engine

- Engine Type: Inboard or outboard motor.
- Engine Power: Minimum 50 HP, ensuring a cruising speed of 15 knots or higher.
- Fuel Type: Diesel or petrol; electric options are preferred if feasible.
- Exhaust System: Compliant with emission standards.
- Propulsion System: Efficient propeller or water-jet system.

#### 3.4. Navigation and Communication Systems

- GPS with real-time navigation capability.
- Compass and emergency navigation lights.

#### 3.5. Seating and Passenger Comfort

- Seating: Ergonomically designed, cushioned seats arranged with adequate legroom.
- Capacity: 30 passengers with proper spacing.
- Ventilation: Adequate ventilation or air-conditioning for enclosed cabins.
- Weather Protection: Canopy or fully enclosed cabin to shield passengers from rain, sun, and wind.

#### 3.6. Safety Features

- Sufficient number of life jackets (meeting BIS standards) for passengers and crew.
- Life boats and floating devices.
- Fire extinguishers and fire suppression systems.
- Emergency lighting and signaling devices.
- First aid kit with all essential supplies.

### 3.7. Environmental Compliance

- Wastewater management system (if applicable) to ensure no discharge into the water body.
- Fuel-efficient engine and low-emission technology to minimize environmental impact.
- Compliance with environmental protection regulations.

### 3.8. Additional Features

- Public announcement system for safety instructions and communication.
- LED lighting for night-time operation.
- Storage compartments for passenger belongings.
- Washroom (optional, based on operational requirements).

## 4. Regulatory and Certification Requirements

- The design, construction, and operation of the boat must comply with the Inland Vessel Act, International Maritime Organization (IMO) standards, or equivalent.
- Certifications from recognized authorities such as the Indian Register of Shipping (IRS) or equivalent.
- Compliance with local environmental and safety laws.

## 5. Construction and Testing

### 5.1. Design

- Detailed drawings and designs must be submitted for approval before commencement of construction.
- The design must prioritize stability, safety, and operational efficiency.

### 5.2. Construction

- The boat must be constructed at a certified facility.
- All components (engine, navigation system, etc.) must be brand new and sourced from reputable manufacturers.

### 5.3. Testing and Trials

- The supplier must conduct a sea trial to demonstrate performance, speed, and stability.
- Safety and navigation systems must undergo rigorous testing.
- A final inspection will be conducted by the purchaser or an authorized third party before acceptance.

## 6. Delivery and Installation

- Delivery Timeframe: The boat must be delivered within 60 days from the date of contract signing.
- Delivery Location: Ayodhya Riverfront.
- Transportation, unloading, and assembly (if required) are the supplier's responsibility.
- A trial run will be conducted at the delivery site to verify operational readiness.

## 7. Documentation

The supplier must provide:

- Operation Manual: Detailed instructions for operation and routine maintenance.
- Warranty Documents: Warranty for the boat and all major components (engine, navigation system, etc.) for a minimum period of [specify, e.g., 12 months].
- Training Manual: Comprehensive training materials for operating staff.
- Compliance Certificates: Certifying adherence to safety, environmental, and quality standards.
- The agency must obtain all necessary permission/ NOC's from the competent authority.

## 5. Other terms and conditions

- A. The standard ticket fare for water boat will be decided by the agency and be informed Ayodhya Development Authority accordingly.

*Note: This fare may be increased gradually, subject to approval by the Ayodhya Development Authority during the operational period.*

- B. The service provider must display Ayodhya Development Authority's logo, visitors information, and other relevant details on the supplied Water boat and also mention "Operated by Ayodhya Development Authority." Any other advertisement on the Water boat must be done

with prior written approval from the department, and the specified fees must be paid.

- C. The fitness testing and maintenance of each Water Boat shall be done on monthly basis for smooth operations.
- D. The service provider must have its own garage for the safekeeping of Water boat.
- E. The responsibility for all other taxes shall lie with the operator. The agency shall bear the entire cost of compliance.
- F. The agency shall be responsible for the maintenance, repairs and all other necessary tasks related to the Water boat and also ensure optimal working condition and cleanliness.
- G. During the operation of Water boat, in case of any unpleasant incident, the entire responsibility and related expenses will be borne by the service provider. The Authority will not have any responsibility in such situations.
- H. The service provider will also be responsible for compensating for any damages or breakage that may occur to the Water boat.
- I. The service provider will be responsible for transporting Water boat to the parking area daily, ensuring the security of Water boat, and maintaining cleanliness in the parking area at their own expense.
- J. All required registrations, taxes, and fees with various departments such as the Income Tax, Labour Department, PF, ESIC, GST, etc., will be the responsibility of the service provider.
- K. During VIP visits, VVIP visits, delegations, Head of Government/Head of State, or as instructed by the Authority, the Water boat must be provided immediately and free of charge. The Water boat should have clean and washed seat covers during such visits.
- L. All revenue generated from the operation of Water boat will belong to the service provider, from which they will have to pay the license fee as per the contract.
- M. A penalty of 5000 INR per day will be imposed for violating the terms and conditions, will be imposed, as deemed fit to the service provider. Failure to pay the penalty will result in the forfeiture of the security deposit, and the contract will be terminated, for which the service provider will be entirely responsible.
- N. If any employee meets with an accident during duty, the service provider will be responsible for all compensations and damages.
- O. In situations where the conduct and behavior of employees is found unsatisfactory, the Authority reserves the right to remove them from service without any prior notice.
- P. Employees will remain in the approved uniform and name plate provided by the service provider.
- Q. GST or any other taxes as applicable.
- R. The service provider must comply with all state/central government orders, ensuring the minimum wages and allowances as per labour regulations.
- S. The Vice-Chairman, Ayodhya Development Authority, has the Authority to approve or reject any tender.

#### **6. Payment of Advance License Fees:**

The selected agency shall be responsible for paying an advance license fee equivalent to three months' payment (Quarterly payment) for every quarter. This payment shall be made to the Authority promptly after signing the agreement between the agency and the Authority.

#### **7. Contract Period**

This Contract is being granted for the election of agency for operation, and maintenance of Water boat in Ayodhya for a Contract Period of 10 years which can be extended as per mutual terms and conditions. The Bidder shall be provided with 60 days of moratorium period from the date of issue of work order.

#### **8. Training and Testing period**



The Training and Testing Period (Moratorium) is defined as the period preceding the Commercial Operations Date during which Service Provider shall make available the following equipment:

- Staff required for operations and maintenance of the entire water boat system.
- The Control Centre and a Depot for the purpose of training and testing of operations.

The Operator and the Client shall use this period to understand the intricacies of operations and fine tune the water boat system. No fines shall be applicable during this period.

#### **9. Advertising**

All the advertisement right will be with ADA.

#### **10. Marketing**

The Service Provider/Operator shall be responsible for carrying out on-going marketing activities to promote use of the Water Boat.

#### **11. Packages**

The tour packages, such as Sandhya Aarti, Bhajan Aarti, etc., as suggested by the ADA, shall be binding on the agency.

## 5. ELIGIBILITY and EVALUATION CRITERIA

### 5.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. Each of the conditions mentioned under Eligibility criteria in this RFP is mandatory. In case the Bidder does not meet any one of the conditions, the bidder shall be disqualified. The Bidder shall fulfill the conditions as mentioned below:

**Condition 1.**The Bidder may be an LLP/ Company incorporated under the Companies Act, 1956/2013 or partnership firm/or proprietorship firm.

#### **Documentary proof to be submitted.**

- Self-attested copy of Letter of incorporation or Registration, Memorandum and Article of Association showing objectives of the Company/ firm/ Partnership/ LLP
- Self-attested copy of PAN card of the legal entity, the GST registration and ITR of past 3 years
- Power of Attorney

**Condition 2.**The 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 Service Tax (GST) registration certificate and Pan Card.

**Condition 3.**The Bidder should have a minimum average annual turnover of INR 10,00,000/- during the last three (3) years i.e. 2021-22, 2022-23 and 2023-24 from India operations . The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. The 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. The certificates should be with valid UDIN Number.

**Condition 4.**The Bid document fee and EMD as specified in the Data Sheet must be submitted.

**Condition 5.**The Bidder should not have been blacklisted or 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 exists as on the date of the Proposal. (Undertaking as per TECH Form 4 on Rs. 100 Non judicial stamp paper)

## 5.2 Technical Evaluation

The Technical Evaluation of the proposals shall be based on following parameters:

#	Criteria	Marks						
A.	<p><b>Financial Capability</b> The Bidder shall have average annual turnover from India operations for the last three (3) Years i . e . 2021-22, 2022-23 and 2023-24.</p> <p>The bidders have to submit the certificate from Statutory Auditor or Chartered Accountant with UDIN numbers in this regard:</p> <table border="1"> <thead> <tr> <th>Avg. Annual Turnover (of last 3 years)</th> <th>Marks assigned</th> </tr> </thead> <tbody> <tr> <td>Above 10 lakh</td> <td>5 mark extra for every 5 lakhs maximum upto 30 mark</td> </tr> <tr> <td>10 Lakh</td> <td>20 marks</td> </tr> </tbody> </table>	Avg. Annual Turnover (of last 3 years)	Marks assigned	Above 10 lakh	5 mark extra for every 5 lakhs maximum upto 30 mark	10 Lakh	20 marks	<b>30</b>
Avg. Annual Turnover (of last 3 years)	Marks assigned							
Above 10 lakh	5 mark extra for every 5 lakhs maximum upto 30 mark							
10 Lakh	20 marks							
B	<p><b>Technical Capability</b></p> <p>The Bidder in last Five years shall have experience in one work of operation and maintenance of minimum of 20-30 passenger Water boat / Water sports/ Adventure Sport for Central Government Departments/ State Government Departments/Central or State PSU/ Government Trusts/ Local Bodies/Institutions/ reputed private organizations anywhere in India. (05 marks each). Every additional such experience shall be counted as a new project with maximum 2 such projects to be shared for 10 marks in total.</p>	<b>10</b>						
C	<p><b>Technical Presentation:</b> Marking would be done on following criteria:</p> <p>A. Company profile – <b>10 marks</b></p> <p>B. Approach and methodology with work plan– <b>30 Marks</b></p> <p>C. Business plan- <b>20 Marks</b></p> <p><b>The time &amp; date of presentation will be informed accordingly.</b></p>	<b>60</b>						
	<b>Total marks</b>	<b>100</b>						

### Method of Selection-

**A firm will be selected under Quality cum Cost Based System (QCBS) as follows:**

The technical quality of the proposal will be given a weightage of 70%. The method of evaluation of technical qualification will follow the procedure given in Data Sheet and firms getting equal or more than 60/100 in technical qualifications shall only be considered to be qualifying.

The proposal with the highest revenue share shall be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the Client will use the following formula:

Total points =  $[0.7 \times T (s)] + [0.3 \times 100 \times EC/HEC]$ , where T (s) stands for technical score EC stands for Evaluated Cost of the financial proposal.

HEC stands for Highest Evaluated Cost of the financial proposal. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for discussions, if required. After completion of financial evaluation, work contract shall be issued to the H1 bidder. In the event of the H1 bidders not accepting the LOA within the prescribed timeline mentioned in the LOA, the Authority would reserve the right to offer the work contract to the next bidder with the next highest bid and so on forth.

The technically qualified bidder quoting the highest price will be awarded the contract.

**No relaxation shall be allowed for Startups, MSMEs under this tender.**

### **5.3 Financial Evaluation**

Financial bids from only technically qualified bidders shall be opened. The Bidder shall Quote Annual License fee in financial BoQ format (Financial Form 1) and the annual licensing fee should be divided into four equal installments (Which should be called Quarterly License Fee hereinafter) and paid to ADA along with applicable taxes.

**Minimum License Fee:** The minimum license fee for this tender is set at 1,00,000 INR, exclusive of GST with 5% of escalation every year. Any bid below this amount will not be considered for evaluation.

**Bids below Rs. 1,00,000.00 INR will be disqualified.**

The Revenue shall be payable monthly installments, within 7 (seven) days of the end of 7th of each month. No extensions shall be granted in any case. For any kind of extension/ delay in payment of license fees, the Bidder shall be charged 12% interest per annum on due license fees.

## 6. GENERAL CONDITIONS OF CONTRACT (GCC)

### 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

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

1.4.1 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

1.4.2 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 Packing & Marking

- a) **Packing:** The Agency shall pack at his own cost the equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use. Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Agency shall be considered as non- returnable and their cost as having been included in the contract price. Each package shall contain a packing note specifying the name and

address of the Agency, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.

### **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.

- a) 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**

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;
1. "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.
  2. Measures to be taken

1.11 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.

### **1.12 Commencement, Completion, Modification and Termination of Contract**

1.1 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.

### **1.2 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.

#### **1.2 Commencement of Service**

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

1.5.1 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.

#### 1.5.2 No Breach of Contract

The failure of a Party to fulfill 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.

#### 1.5.3 Extension of Time

If any can be granted on mutual consent

#### By the Client

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, and sixty (60) days in the case of the event referred to in (e).

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.

- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) 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.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 6 hereof.

### **1.6.2 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 through (c) of this GC Clause 1.6.2:

- a. If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b. 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.
- c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 6 hereof.

### **1.6.3 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.

#### **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.

#### **Documents prepared by the Agency**

- a) All deliverable to be developed and submitted by the Agency under this Contract shall be in English language.
- b) The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Agency compiles and retains in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.
- c) All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Agency 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.
- d) Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice 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, is subsequently received by the receiving party from a third party who, to the receiving parties 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 parties 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.

## **2.4 Accounting**

The Agency 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.

## **3. Obligations of the Client**

### **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**

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.

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. Settlement of Disputes**

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

### **5.1 Arbitration**

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.

### **5.2 Jurisdiction**

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.

## **7. 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

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

Financial form 1- Financial Proposal

## Form TECH-1: Technical Proposal Submission Form

(The cover letter shall be submitted on the letter head of the Applicant)

To,

Date: \_\_\_\_\_

Vice Chairman,

Ayodhya Development Authority,

Civil Lines, Kosi Parikrama Road,

Ayodhya, Uttar Pradesh-224001

Sub: Technical Proposal for RFP for "Selection of agency for Operation and Maintenance of Water boat in Ayodhya (UP).

Dear Sir,

With reference to your RFP document \_\_\_\_, dated \_\_\_\_, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I acknowledge that the ADA will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Bidder for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Bidder for the selection of agency for operation, and maintenance of Water boat in Ayodhya till project end period.
3. I shall make available to the ADA any additional information it may find necessary or require supplementing or authenticate the BID.
4. I acknowledge the right of the ADA to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I declare that:
  - a. I have examined and have no reservations to the Bidding Documents, including any Corrigendum/ Addendum issued by the ADA; and
  - b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered with the ADA or any other public sector enterprise or any government, Central or State; and
  - c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
  - d. the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
7. I understand that you may cancel the Bidding Process at any time and that you are neither bound to

*Request for Proposal for Selection of Agency for Operation and Maintenance of water boat at Ayodhya, UP on revenue sharing basis).*  
accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.

8. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the ADA of the same immediately.
10. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the ADA being liable to us in any manner whatsoever.
11. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the ADA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the ADA or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
14. I offer an EMD of (Rupees \_\_\_\_\_) Only) to the ADA in accordance with the RFP Document.
15. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
16. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
17. I agree and undertake to abide by all the terms and conditions of the RFP document.
18. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:  
Place:

(Signature, name and designation  
of the Authorized signatory)  
Name & seal of the Bidder

## Form TECH-2: Applicant's Organization and Experience

### 1.1.1 A - Applicant's Organization

- a) Name:
- b) Country of incorporation:
- c) Address of the corporate headquarters and its branch office(s), if any, in India:
- d) Date of incorporation and/ or commencement of business:

Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- a) Name:
- b) Designation:
- c) Telephone Number:
- d) E-Mail Address:

Particulars of the Authorised Signatory of the Bidder:

- a) Name:
- b) Designation:
- c) Address:
- d) Phone Number:
- e) Class III Digital Signature Certificate ID number:

***(Signature, name, and designation of the authorised signatory)***

### 1.1.2 B - Applicant's Experience

The Bidder shall have relevant experience as mentioned in Clause 5.1

S.No.	Name of Work	Project Cost (INR)	Number of Water boat installed	Start Date	End date	Client Details

\*Bidder needs to furnish Performance and completion certificate and work order from previous clients stating the years of Operation and Maintenance of water boat at Ayodhya, UP on revenue sharing basis).

*Authorised Signatory*  
(Name & Designation of Authorised Signatory)

**Form TECH-3: Financial Qualification of the Applicant**

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Annual Turnover</b>	<b>Net Worth</b>
1	2021-22		
2	2022-23		
3	2023-24		

\* The Bidder should provide Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

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

Signature of the applicant

Full name of applicant

**Form TECH-4: Self Declaration for Backlisting**

*(Non-blacklisted on 100 Rs Stamp Paper)*

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: Declaration of non-blacklisting for response to the **Selection of Agency for Operation and Maintenance of Water boat in Ayodhya, Uttar Pradesh**

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

Dear Sir,

We confirm that our company (full registered name of company), \_\_\_\_\_, is currently not blacklisted 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:

### 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:

- *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.*



### Financial form 1- Financial Proposal

This form is not to be filled and submitted 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.

Particulars	Unit	Quantity	Base Price (INR)	Quoted Percentage (Above or Below Base price)
Annual revenue share for the project for Operation and Maintenance of Water boat in Ayodhya (UP).	Annual	As per scope	1,00,000/-	

**Note: - No Bidder shall quote the financial bid in this form; this form is only for the ready reference of the bidder.**

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_ [In full and initials]

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_