



# अयोध्या विकास प्राधिकरण AYODHYA DEVELOPMENT AUTHORITY



# Request for proposal for for Empanelment of Agencies to Undertake repair & maintenance of façade works in Ayodhya, U.P

### Issued by:

### AYODHYA DEVELOPMENT AUTHORITY

Civil Lines, Kosi Parikrama Road, Ayodhya, Uttar Pradesh-224001

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### **Disclaimer**

This Request for Proposal (RFP) document for Empanelment of Agencies to Undertake repair & maintenance of façade works in Ayodhya, U.P., contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as "Applicant/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

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 Applicants. The Applicants 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 Proposal. Ayodhya Development Authority (hereinafter referred to as "AUTHORITY", "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

### Introduction-

The Ayodhya Development Authority (ADA) invites applications for the Empanelment of Agencies to Undertake Repair and Maintenance of Façade Works along the iconic Ram Path, Bhakti Path, and Naya Ghat, encompassing approximately 16 kilometers of culturally and historically significant streets.

The empanelment aims to identify qualified and experienced agencies capable of executing repair and maintenance works for building façades, ensuring alignment with Ayodhya's rich architectural heritage and urban development goals. The project scope includes tasks such as structural repair, ornamental restoration, waterproofing, façade lighting, and the preservation of heritage aesthetics.

Agencies are expected to provide innovative solutions that integrate modern construction practices while preserving the traditional charm of the city. Additionally, road widening and improved navigation infrastructure will be implemented in tandem with façade repair works to address traffic congestion and enhance public safety.

### Key highlights include:

- Assessment and Repair of Façades: Conducting detailed surveys, repairing cracks, structural damage, and restoring ornamental elements to maintain visual and cultural harmony.
- Heritage Restoration: Using traditional craftsmanship and materials to preserve the city's architectural legacy while introducing modern durability standards.
- Lighting and Aesthetic Enhancements: Installation and maintenance of façade lighting to enhance the visual appeal and nighttime ambiance of the streets.
- Safety and Compliance: Adhering to safety norms and municipal guidelines during execution.

The empaneled agencies will work closely with the ADA, site engineers, and other stakeholders to ensure timely and quality completion of projects in line with the city's development vision.

Interested agencies must demonstrate relevant experience, technical expertise, and financial capacity to undertake projects of this scale and significance. Applications should include a detailed portfolio of past projects, statutory compliance documents, and proof of financial stability.

For further details and submission guidelines, agencies are encouraged to refer to the Request for Proposal (RFP) document provided by the ADA.

### **Contact details:**

Secretary

**Ayodhya Development Authority** 

**E-mail**: vcafda@gmail.com **Mob**: +91 73555 41575

Address: Civil Lines, Kosi Parikrama Road, Ayodhya, Uttar Pradesh

# 1. DATA SHEET

1	Name of the Project	RFP for Empanelment of Agencies to Undertake repair & maintenance of façade works in Ayodhya, U.P
2	Duration of the Assignment	The duration of empanelment will be for one year that can be extended by the consent of competent authority.  The VC, ADA reserves the right to terminate the tender process at any stage before the award of work, without any prior notice and cause at their sole discretion.
3	Method of selection	Project will be selected on the basis of Least Cost Selection method.
4	Bid Processing Fee	Non-refundable fee of INR 5,900 including GST. The payments shall be made through given link/portal https://emdada.ayodhyada.in/loginWithotp
5	Earnest Money Deposit (EMD)	EMD shall be INR 50,000/- The payments to be made through https://emdada.ayodhyada.in/loginWithotp (Online mode) in favor of Secretary A.D.A. Validity: EMD shall be valid for a period of 180 days from Proposal Due Date.
6	Performance Guarantee	P.B.G. shall be of INR 50,000/- of tendered cost in the form of Bank Guarantee from any Nationalized/Scheduled Bank which shall remain valid up to defect liability period.
7	Name of the Authority's official for addressing queries and clarifications	Secretary, Ayodhya Development Authority Ayodhya, Uttar Pradesh-224001 Telephone: +91- 7355541575 E-mail: vcafda@gmail.com
8	Account details	ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran Account Number: 029005501009 IFSC code: ICIC0000290
9	Bid Validity Period	120 days from Proposal Due Date
10	Proposal Language	English
11	Proposal Currency	INR ₹
12	Consortium / JV to be allowed	Not Allowed
13	Date & Timeline	As per N.I.T.

Note:

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

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

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

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

### 2. INSTRUCTIONS TO BIDDERS

### **General instructions**

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

### **Proposal preparation cost**

- 1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 3. All papers submitted with the Proposal are neither returnable nor claimable.
- 3.3 Right to accept and reject any or all the Proposals
  - 1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
  - 2. Authority reserves the right to reject any Proposal if:
    - i. At any time, a material misrepresentation is made or discovered, or
    - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
    - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

### 3.4 Clarifications

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

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

### 3.5 Amendment of the RFP

- 1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website http://etender.up.nic.in and Authority web site at Welcome to Ayodhya Development Authority (adaAyodhya.org.in) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e- bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
- 2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection
- 3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 4. It would be deemed that by submitting the Proposal, the Bidder has:
  - i. Made a complete and careful examination and accepted the RFP in totality.
  - ii. Received all relevant information requested from Authority and:
  - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
- Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above. Preparation, submission, opening & acceptance of Proposals/ebids

### 2.2.1 Language and currency

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

### 2.2.2 Proposal validity period and extension

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

### 2.2.3 Format and signing of Proposals

- 1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### 2.2.4 Submission of e-bid/Proposal

- 1. The bid submission module of e-procurement website http://etender.up.nic.in enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
- 2. The Bidders have to follow the following instructions for submission:
- i. For participating through the e-tendering system, it is necessary for the Bidders to be registered users of the e-procurement website http://etender.up.nic.in The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should 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.

- registration iii. For successful of DSC on e-procurement website http://etender.up.nic.in the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website http://etender.up.nic.in is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e- bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay Online" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay Online option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee Online payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of Amount paid should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

# 6. ELIGIBILITY AND EVALUATION CRITERIA

### **6.1 Technical Qualification**

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

S No.	Criteria	Documentary Evidence
1	Registration	Certificate of Incorporation / Registration for the Agency     PAN Card     GREEN CARD
2	Similar works Experience	GST certificate The Bidder shall have minimum 5 years of experience in similar works* anywhere in India
	Experience	At least 1 similar work with minimum 25Lakh of the estimated cost (Successfully completed during previous 5 (Five) financial years ending on 31st March 2024)  OR
		At least 2 similar works with minimum 15 Lakh of the estimated cost (Successfully completed during previous 5 (Five) financial years ending on 31st March 2024)  OR
		At least 3 similar works with minimum 10Lakh of the estimated cost (Successfully completed during previous 5 (Five) financial years ending on 31st March 2024)
		Documentary proof (Photo manuals of similar work along with work Order and Completion Certificate from the client to be submitted.)
		*Similar works means successfully Repair & maintenance/ Construction of Building works/facade works  Note: Description of West Codes and Completion Configurate from the client shall be
		Note: Documentary proof (Work Order and Completion Certificate from the client shall be submitted for the same.) (Details to be submitted on Form Tech 2).  * Only experience from Municipal Corporation/ ULB/ Development Authority/ Smart City/ Central & State Government PSU & Department will be considered.
3	Turnover	Financial Capacity: The Sole or Lead Bidder should have a minimum average annual turnover of INR 10 Lakhs during the last three (3) years i.e 2021-22, 2022-23 & 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. (Details to be submitted on Form Tech 3)
4	Non-Black listing	The Bidder should not be blacklisted/Debarred/Terminated by the Central Government, any State Government, a statutory authority or a public sector undertaking, as on the date of the Proposal. (Undertaking on Rs. 100 Non judicial stamp paper)
5	Technical Expertise/ Team and Resources Qualification details of Key Team Members	CV's of relevant Civil engineering Staff.
6 7	Character certificate Annexure	issued by district magistrate/competent authority.      for tech -1 to tech -5
,	1 AMILIANI C	- 101 (cen 1 to teen -3

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

<u>Financial evaluation-</u> The Bidder have to quote rates against all the items mentioned above and lowest rate of individual items will be approved. The empaneled agencies will have to work on the lowest rate approved for individual items.

### 6.3 Award of Contract

- i. After completion of negotiation & discussions with the bidder, Authority shall issue Letter of Intent to the selected bidder for empanelment.
- ii. The selected bidders will be empanelled initially for a period of one year.
- iii. The stretches on which façade repair work under this empanelment tender will be carried out are Rampath, Bhakti path & Janambhumi path. The approved rates will be for carrying out the works of façade repair works for Rampath, Bhakti path & Janambhumi path only.
- iv. The work of façade will be carried out as per façade guidelines.
- v. The colour code of façade as approved by ADA will be binding.

### **6.4 PAYMENT TERMS AND SCHEDULE**

- 6.4.1 Payment will be made by the owners of respective building/structure.
- 6.4.2 The agency has to take adequate quality controls measures during construction.

## 4.1 Submission of Request for Empanelment-

The interested Agencies who deem themselves suitable for empanelment as per scope of work and eligibility criteria laid out in this document can send their submission online.

The technical and financial bids shall be submitted online on up e-tender portal.

Address to which the submission shall be mailed or submitted:

The Secretary,
Ayodhya Development Authority
Civil Lines,
Parikrama Marg,
Ayodhya - 224001, Uttar Pradesh

### 4.2 Evaluation

### Stage 1- Technical

The bidders who qualified technically will be considered for financial evaluation.

### Stage 2- Financial

 Based on rate submissions from Agencies, L1 in each material will be selected, and all those Agencies empanelled will work on L1 cost in each material.

### 1. INSTRUCTIONS 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.

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

- 2.1. 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.
- 2.2. Client reserves the right to reject any Proposal if:
- 2.2.1. At any time, a material misrepresentation is made or discovered, or
- 2.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- 2.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

### 3. Data identification and collection

- 3.1. 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.
- 3.2. 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.
- 3.3. It would be deemed that by submitting the Proposal, the Applicant has:
- 3.3.1. Made a complete and careful examination and accepted the RFP in totality;
- 3.3.2. Received all relevant information requested from Client. and;
- 3.3.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 3.4. 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

### 4. Language and currency

- 4.1. The Proposal and all related correspondence and documents should be written in the English language.
- 4.2. The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

### 5. Proposal validity period and extension

5.1. Proposals shall remain valid for a period of one hundred twenty (120) days from the Proposal Due Date ("Proposal Validity Period").

### 6. Confidentiality

- 6.1. 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.
- 6.2. 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.

### 7. Clarifications sought by Client

7.1. 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.

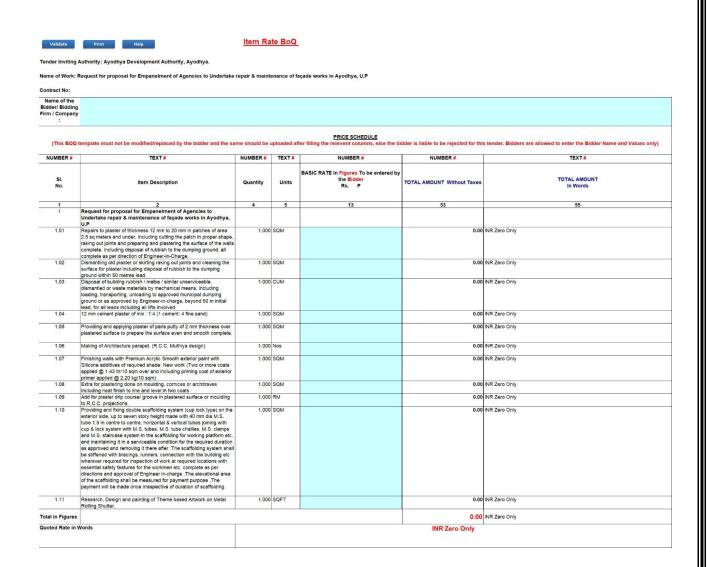
### 8. Notifications

8.1. Client will notify the successful Applicant by letter/email.

# Annexure – I

RATE FOR MANTAINANCE OF FAÇADE DEVELOPMENT					
AYODHYA DEVELOPMENT AUTHORITY					
SR NO	DESCRIPTION	UNIT	RATE		
1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge.	SQM			
2	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	SQM			
3	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading transporting unloading to				
4	12 mm cement plaster of mix: 1:4 (1 cement: 4 fine sand)	SQM			
5	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	SQM			
6	Making of Architecture parapet. (R.C.C. Muthiya design)	NOS			
7	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade: New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	SQM			
8	Extra for plastering done on moulding, cornices or architraves including neat finish to line and level:In two coats	SQM			
9	Add for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections.	RM			
10	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	SQM			
11	Research, Design and painting of Theme based Artwork on Metal Rolling Shutter.	SQFT			

### RATE FOR MANTAINANCE OF FAÇADE DEVELOPMENT AYODHYA DEVELOPMENT AUTHORITY UNIT SR NO DSR REF. NO. DESCRIPTION RATE Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out 1 DSR 23 14.1.1 joints and preparing and plastering the surface of the walls complete, **SQM** 402.339 including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. Dismantling old plaster or skirting raking out joints and cleaning the surface DSR 23 15.56 2 for plaster including disposal of rubbish to the dumping ground within 50 SOM 40.16775 metres lead. Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, 3 194.00325 DSR 23 15.60 unloading to approved municipal dumping ground or as approved by **CUM** Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. 12 mm cement plaster of mix: 1:4 (1 cement: 4 fine sand) DSR 23 13.1.1 SQM 255.08175 4 Providing and applying plaster of paris putty of 2 mm thickness over 193.0845 5 DSR 23 13.26 **SQM** plastered surface to prepare the surface even and smooth complete. MR Making of Architecture parapet. (R.C.C. Muthiya design) NOS 1600 6 Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade: New work (Two or more coats applied @ 1.43 7 DSR 13.47.1 SQM 125.7585 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm) Extra for plastering done on moulding, cornices or architraves including neat 8 D.S.R.-13.24 **SQM** 711.36975 finish to line and level:In two coats Add for plaster drip course/ groove in plastered surface or moulding to 9 D.S.R.-5.30 RM 47.5545 R.C.C. projections. Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it 10 DSR 23 14.72 **SQM** 248.61 there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in-charge .The elevational area of the scaffolding shall be measured for payment purpose The payment will be made once irrespective of duration of scaffolding. Research, Design and painting of Theme based Artwork on Metal Rolling 11 sanction rate SOFT 53.99 Shutter.



Note: The Bidder have to quote rates against all the items mentioned above and lowest rate of individual items will be approved. The bidders participating in the bid process will be informed about the lowest rates of individual items based upon this tender process. The bidders after finalization of rates willing to work on the approved rates will be considered for emapanelment.

### 7. GENERAL CONDITIONS OF CONTRACT (GCC)

### 7.1 General Provisions

### 1.1 Law Governing Contract

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

### 1.2 Language

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

### 1.3 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 hereunder by giving the other Party notice in writing of such change to the address.

### 1.4 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.

### 1.5 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.

### 1.7 Fraud and Corruption

- 1.10.1 Definitions: defines, for the purpose of this provision, the terms set forth below asfollows:
  - 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 pricesat artificial, noncompetitive levels;
  - d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, oraffect the execution of a contract.

### 1.11 Measures to be take

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

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

### 1.12 Limitation of Liability

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

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

### 1.13 Commencement, Completion, Modification and Termination of Contract

### 1.1 Effectiveness of Contract

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

### **1.3 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.

### 1.5 Force Majeure

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

### 1.6 No Breach of Contract

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

Majeure, provided that the Party affected by such an event

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

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

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

### 1. Termination

### 1.1.1 By the Client

- a) The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 1.6.1. In such an occurrence the Client shall give a not less than thirty (30) days" written notice of termination to the Agency.
- b) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- c) If the Agency becomes insolvent or bankrupt.
- d) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 6 hereof.

### 1.1.2 By the Agency

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

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

### 2. Obligations of the Agency

### 2.1 Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ

appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### 2.2 Confidentiality

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

### 3. Obligations of the Client

### 3.1 Assistance and Exemptions

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

### 4. Good Faith and Indemnity

- **4.1** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- **4.2** To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

### 5. Settlement of Disputes

- **5.1** This Contract shall be governed by, and construed in accordance with, the laws of India.
- 5.2 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.

### 5.3 Jurisdiction

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

### 8. TECHNICAL PROPOSAL - STANDARD FORMS

TECH-1	Technical P	Proposal S	Submission	Form
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TECH-2 Applicant's Organization and Experience

A. Applicant's Organization B: Applicant's Experience

TECH-3 Financial Qualification of The Applicant

TECH-4: Self-Declaration of Non-Blacklisting/ Debarment/ Termination

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

Financial form 1- Financial Proposal

Contract Agreement Format

Bank Guarantee Format

### Form TECH-1: Technical Proposal Submission Form

[Location, Date]

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

Phone: \_\_\_

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

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

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

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

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

we remain, yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

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

### 1.1.1 A - Applicant's Organization

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

### 1.1.2 B - Applicant's Experience

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

	T.	
Assignment name:		
Country: Location within country:	Duration of assignment (months):	
Name of Client:	Total No of person-months of the assignment:	
Address:	Amount of consulting fee received by your firm (INR)	
Start date (month/year):	Completion date (month/year):	
Name of associated Agency, if any:	No. of professional person-months provided by associated Agency's:	
Narrative description of Project		
Description of actual services provided by your staff within the assignment:		
Firm's Name:		

### Form TECH-3: Financial Qualification of The Applicant

Sr. No.	Financial Year	Annual Turnover	Net profit
1	2021-22		
2	2022-23		
3	2023-24		

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

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

(Non-blacklisted on 100 RS Stamp Paper)

Declaration for Bidder:

[Location, Date]		
To: [Name and address of C	Dient]	
Subject: name of project		
Ref: RFP No. <<>>	· dated	
<<>>Dear Sir,		
We confirm that our co	ompany (full registered name of compa	any),
blocklisted by any of the	State or LIT and or Control Covernment	is currently not
on any ground including	State or UT and or Central Government but not limited to indulgence in corrupt rable practice or restrictive practice as on	t practice, fraudulent practice,
Authorized Signature [In	full and initials]:	
Name and Title of Signat	ory:	
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="" rfp="" the="">"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.</insert>
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.
For
(Signature)
(Name, Title and Address)
Accepted
(Signature)
(Name, Title and Address of the Attorney)

### Note:

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

# • Financial form 1- Financial Proposal

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

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

# **CONTRACT AGREEMENT**

This CONTRACT AGREEMENT (hereinafter called the "Contract") is being executed on day of 2024  Between
First party as Ayodhya Development Authority, Civil Lines, Koshi Parikrama Road, Ayodhya, Uttar Pradesh- 224001
(hereinafter referred to as "ADA")  and
Second party as
b. "Client" means the Authority with which the Agency signs the Contract for the Services i.e. Ayodhya Development Authority
c. "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexure particulars and the other conditions specified in the acceptance of Tender / Pre-bid response / Corrigendum /Amendments.
d. "Government" means the Government of the Client's country/state
e. "Equipment" means the goods in the contract, which the AGENCY has agreed to supply under the contract;
f. "Test" means such test as is prescribed by the particulars or considered necessary by the ADA whether performed or made by the Inspecting Officer or any Agency acting under the direction of ADA.
g. "Party" means the Client or the Agency, as the case may be, and "Parties" means both
h. "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof
i. "Services" means the work to be performed by the Agency pursuant to the Contract.
WHEREAS  i. The ADA has invited the Agency to as per the conditions of the contract.
ii. The Agency having represented to the ADA that they have the required experience, resources and skills and have agreed to provide the services on the terms and conditions set forth in this Contract.
ix. The agency will liable to damage/theft/loss of any goods/materials.
x. All necessary NOC's/ Statutory permissions if any shall be obtained by the agency.
xi. NOW THEREFORE the parties hereto agree as follows:
1. The following documents shall be deemed to form an integral part of this Contract:
a) Contract Agreement,
b) Scope of Work
c) General and Special Conditions of Contract,
d) Work Order
e) Performance Security

f) Price Bid,

g) Addendum & Corrigendum if any

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h١	Tec	:hr	nical	l Bid

- i) Prebid query and its reply
- j) RFP
- k) Any other Document as mentioned in RFP.

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

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

### **BANK GAURANTEE FORMAT**

To,						
_		[Name	of Employer]			
-		[Addres	s of Employer			
WHERE	AS	[nar	ne and address of Bio	dder] (Hereina	after called "th	ne Agency")
has	undertaken,	in	pursuance	of	Letter	of
Acceptan	ce No	(	dated		to	execute
	[Name of Cor	ntract and brie	f description of Works	(hereinafter	called "the Cor	ntract").
Bank Gu	EREAS it has been stip arantee by a recognize in accordance with the	d bank for th		_	•	•
AND WH	EREAS we have agreed	d to give the A	gency such a Bank G	uarantee:		
the Agenwords), spayable, sum or s	IEREFORE we hereby cy, up to a total of uch sum being payable and we undertake to payable ums within the limits of ding to prove or to show	in the types ay you, upon	[amount and proportions of cu your first written dema[amou	of guarantee rrencies in wh and and witho unt of guaran	]* nich the Contro out cavil or arg tee] as afores	(in act Price is ument, any aid without
We herek	by waive the necessity o	f your deman	ding the said debt fron	n the Agency	before presen	ting us with
Works to and the Anotice of	er agree that no change be performed there und Agency shall in any way any such change, addit date of completion of pro	der or of any of release us filition or modif	of the Contract docum rom any liability under	ents which m this guarante	ay be made beee, and we he	etween you reby waive
Signature	e, Name and Seal of the	guarantor Na	me of Bank			
Address						
Phone No	o., Fax No., E-mail Addr	ess, of Signin	g Authority Date			

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