



अयोध्या विकास प्राधिकरण

AYODHYA DEVELOPMENT AUTHORITY



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Request for Proposal (RFP) for

Appointment of an agency to provide comprehensive facility management services for the space beneath the flyovers- i. Suryakund (ROB- 105) Flyover ii. Darshan-Nagar (ROB-107) Flyover and iii. Udaya Chauraha (ROB- 112) Flyover, at Ayodhya.

Issued by:

AYODHYA DEVELOPMENT AUTHORITY

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

Disclaimer

This Request for Proposal (RFP) document for "Appointment of an agency to provide comprehensive facility management services for the space beneath the flyovers- i. Suryakund (ROB- 105) Flyover ii. Darshan-Nagar (ROB-107) Flyover and iii. Udaya Chauraha (ROB- 112) Flyover, at Ayodhya." 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 Applicant 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 "ADA", "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.



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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 Govt. of UP, is the nodal agency responsible for planning and undertaking development works in the Area under Ayodhya Development Authority (ADA) of ~875 Sq. km. ADA has undertaken and also plans to initiate multiple projects of civil work, streetscape work, landscape work, water conservation works etc. and is envisaging to engage an agency for "Appointment of an agency to provide comprehensive facility management services for the space beneath the following flyover at Ayodhya.

- i. **Space Beneath Suryakund (ROB- 105) Flyover, Ayodhya**
- ii. **Space Beneath Darshan-Nagar (ROB- 107) Flyover, Ayodhya**
- iii. **Udaya Chauraha Flyover, Ayodhya."**

The Request for Proposal (RFP) document can be downloaded from e-procurement website.
<http://etender.up.nic.in/>.

Contact details:

Secretary,

Ayodhya Development Authority

Telephone: +91-7355541575

E-mail: vcafda@gmail.com

Address: Civil Lines, Kosi Parikrama Road,
Ayodhya, Uttar Pradesh-224001.

DATA SHEET

1	Name of the Bid	RFP for Appointment of an agency to provide comprehensive facility management services for the space beneath the following flyover at Ayodhya i. Space Beneath Suryakund (ROB- 105) Flyover, ii. Space Beneath Darshan-Nagar (ROB- 107) Flyover iii. Udaya Chauraha Flyover
2	Duration of the Assignment	The license fee period shall begin after the end of moratorium period and the period for lease shall be for 10(ten) years. The Bidder shall be provided 3 month of moratorium period from the issuance of the work order. 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	Project Cost	8,10,000/- Excluding GST
4	Method of selection	Project will be selected on the basis of the Highest quote (H1) The Financial Proposal shall be the first year License fee (Minimum License fee is INR 5 Lakhs per year exclusive of GST, which shall be paid extra) with <u>15% of escalation per three (03) year.</u>
5	Bid Processing Fee	Non-refundable fee of INR 5,900/- including GST. The payments shall be made through given link/portal https://emdada.ayodhyada.in/loginWithotp
6	Earnest Money Deposit (EMD)	EMD shall be INR 24,300/- Validity: EMD shall be valid for a period of 180 days from Proposal Due Date.
7	EMD payment through given link/portal	https://emdada.ayodhyada.in/loginWithotp
8	Bank Guarantee	INR 1,00,000/- in the form of Bank Guarantee from any Nationalized/Scheduled Bank which shall remain valid during the operation period plus six months.
9	Name of the Authority's official for addressing queries and clarifications	Secretary, Ayodhya Development Authority Ayodhya, Uttar Pradesh-224001 Telephone: +91-7355541575 E-mail: vcafd@ gmail.com
10	Account details	For Bid Processing Fee & EMD ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran Account Number: 029005501009 IFSC code: ICIC0000290
11	Bid Validity Period	120 days from Proposal Due Date
12	Proposal Language	English

13	Proposal Currency	INR ₹
14	Consortium / JV to be allowed	No

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 APPLICANTS

A. General instructions

1. Number of Proposals and respondents

- 1.1. Joint venture/Consortium is allowed.

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 null 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.

4. 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.
- 5.3.4. 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

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. Bid validity period and extension

- 7.1. Bid 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. Format and signing of Proposals

- 8.1. The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 8.2. 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.
- 8.3. 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.

9. Submission of e-bid/Proposal

- 9.1. 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

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.

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

- 9.2.1.** 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.
- 9.2.2.** 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 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 Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- 9.2.3.** The Applicant 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 Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant 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 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.
- 9.2.4.** After clicking the 'pay online', the Applicant will be redirected to terms and conditions page. The Applicant 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.
- 9.2.5.** 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.
- 9.2.6.** 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.

9.2.7. 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.

9.2.8. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

10. Deadline for submission

10.1. 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.

11. Late submission

11.1. The serve 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.

12. Withdrawal and resubmission of Proposal

12.1. 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.

12.2. 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 forfeiture of his/her e-bid/Proposal security.

12.3. 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 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.

12.4. 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.

12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

13. Selection of the Agency

13.1 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

14. Opening of Proposals

14.1. Client will open all technical e-bids/Proposals at prescribed date of opening.

14.2. 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 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.

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

15. Confidentiality

15.1. 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.

16. Performance security

16.1 Within 3 days, or within period as amended Letter of Acceptance (LoA), of receipt of the LoA, the Selected Bidder shall deliver to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount indicated at data sheet stipulated in the conditions of contract:

- a) Performance Security shall be submitted in the form of Bank Guarantee in the format acceptable to the Authority.
- b) 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.

16.2 The performance security shall be submitted for entire Contract Period and shall be valid for six months after the scheduled completion date.

16.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

16.4 Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

16.5 Appropriation of Performance Security

Performance Security submitted by the FMC shall be forfeited if the FMC fails to commence operations as per the requirements of this RFP. In the event the FMC fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the FMC.

Upon occurrence of a FMC Default or failure to meet any condition as per the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to forfeit and appropriate the relevant amounts from the Performance Security as Damages for such FMC Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the FMC shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the FMC shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the FMC Default or to meet any Condition Precedent, and in the event of the FMC not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to forfeit and appropriate such Performance Security as Damages, and to terminate this Agreement.

16.6 Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the Authority's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.

17. Bid Security/EMD

17.1. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 1,00,000/- (One Lakh only) through online link indicated at data sheet to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of 180 days beyond the final proposal/bid validity period.

- 17.2. Bidder should prepare and submit the EMD as per the instructions specified in the tender document.
- 17.3. Tenders without EMD shall be outrightly rejected.
- 17.4. EMD of successful Applicant shall be retained by the Authority till Performance Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- 17.5. The EMD shall be forfeited by Authority in the following events:
- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
 - c) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
 - d) If the bidder tries to influence the evaluation process.
 - e) in the case of Selected Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or
 - to sign the Service Agreement; and / or
 - to furnish the Performance Security; and
 - in case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

18. Conflict of Interest

- 18.1. Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (FMC) under any of the circumstances set forth below:
- a) Conflicting Assignment/job: A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
 - b) Conflicting Relationships: A bidder that has a business or family relationship with a member of the Authority/Ministry's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

19. Corrupt or Fraudulent Practices

- 19.1 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.
- 19.2 Authority desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Authority:

- a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Authority defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition

20. Interpretation of documents

20.1. Authority will have the sole discretion in relation to:

- a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- b) all decisions in relation to the evaluation of Proposals.

Authority will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

20.2. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:

- a) Service Agreement,
- b) Information and Instructions to Bidder.

20.3. Authority reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion.

21. Tests of responsiveness

21.1. 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:

- 21.1.1.** It is received or deemed to be received by the due date and time including any extension thereof pursuant to as per the RFP.
- 21.1.2.** It contains all information as desired in this RFP.
- 21.1.3.** Information is provided as per the formats specified in the RFP.
- 21.1.4.** It mentions the validity period.
- 21.1.5.** Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
- 21.1.6.** 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 Nationalized or Scheduled bank.

21.2. Client reserves the right to reject any Proposal which is non-responsive and no request

22. Clarifications sought by Client

- 22.1.** 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.

23. Proposal evaluation

- 23.1.** Submissions from Applicants would first be checked for responsiveness as set out in Clause

All Proposals found to be substantially responsive shall be evaluated as per the Technical/ Evaluation Criteria set out in this RFP.

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

24. Notifications

- 24.1.** Client will notify the successful Applicant through email.

25. General Conditions

- 25.1.** Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the bidder and the decision of ADA shall be final in this regard.

26. Annual license fees

- 27.1.** 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 instalments (Which should be called Quarterly License Fee hereinafter) and paid to ADA along with applicable taxes.
- 27.2.** The license fee shall be accompanied with price variation at 15% of escalation per three (03) year, excluding applicable GST. All applicable taxes (including GST) shall be paid by the bidder in addition to the quarterly license fee.
- 27.3.** 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.
- i. Quarterly license fees shall be paid for all months of the license period. The months of non-operation shall not be exempted from calculation of quarterly license fees and their payment by the Bidder*
- ii. 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 after moratorium period.*

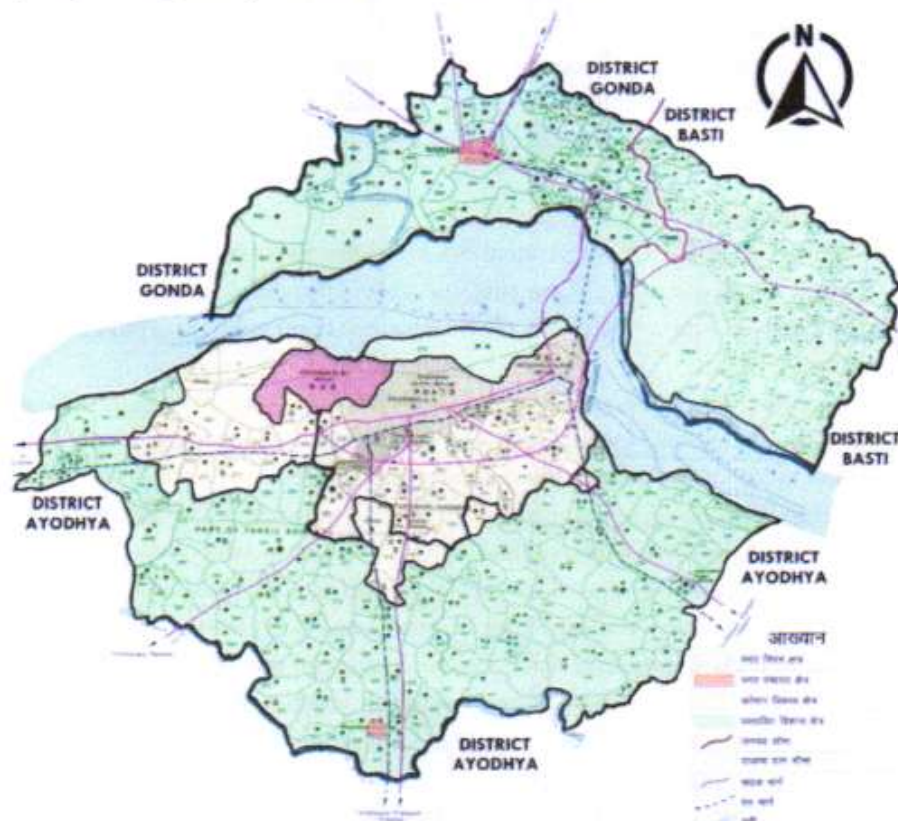


3. ABOUT AYODHYA

Ayodhya, is a place of great antiquity. In ancient times the country round about Ayodhya was known askosala and both find mention in ancient literature. The first three vedas, however do not mention eitherKosala 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 Brahamana speaksof 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 BritishEast 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.

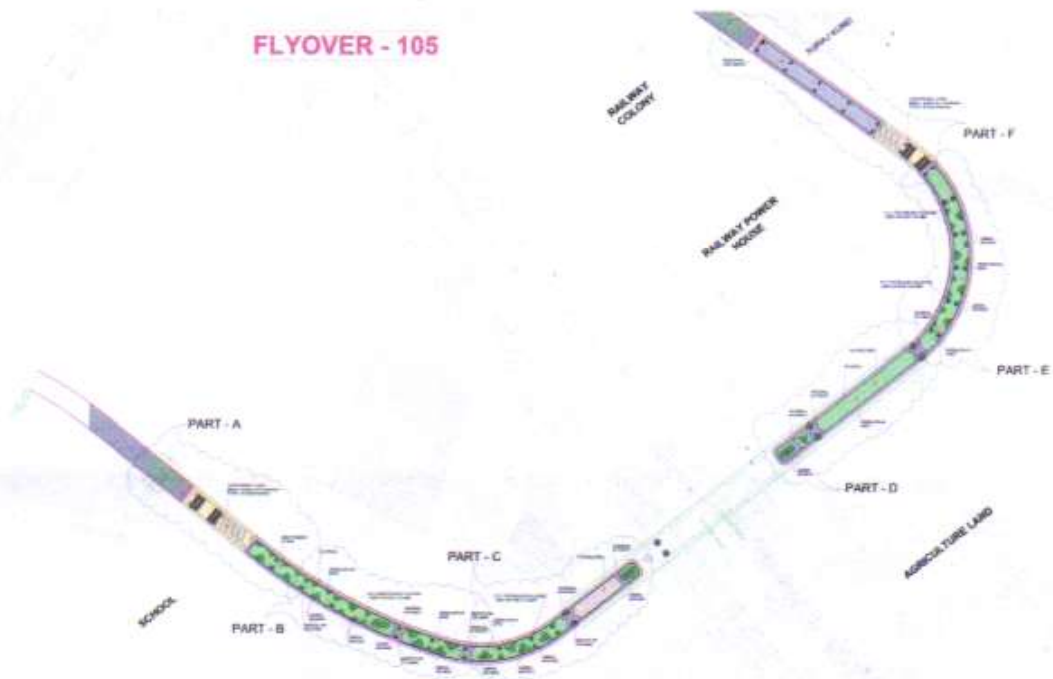
About ADA

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 GlobalSpiritual Capital by 2047 with an aim to create the state-of-the-art infrastructure in Ayodhya making thiscity a vibrant mix of ancient and modern.



Site Photographs:

1. SURYAKUND (ROB- 105) FLYOVER



Google Location-



- i. <https://maps.app.goo.gl/NMpPjxXFuHRfkpY58> (Suryakund Flyover- 105)

2. DARSHAN-NAGAR (ROB-107) FLYOVER



Google Location-



ii. <https://maps.app.goo.gl/9GAX8SkKPgcPtkjF6> (DARSHAN-NAGAR (ROB-107) FLYOVER

8

3. UDAYA CHAURAHA (ROB- 112) FLYOVER



SITE LINK:-

<https://www.google.co.in/maps/place/Ayodhya+-+Faizabad+Rd,+Uttar+Pradesh/@26.7820448,82.1769515,18z/data=!4m10!1m2!2m1!1sAyodhya+-+Faizabad+Rd!3m6!1s0x399a063da9cd5fbd:0x141b845c2bf47e4f!8m2!3d26.782055!4d82.1778666!15sChVBeW9kaHlhIC0gRmFpemFiYWQqUmSSAQVyb3V0ZeABAA!16s%2Fg%2F11c52bzwih?entry=ttu> (Udaya Chauraha Flyover- 112)

1.

8

Site Photographs - Suryakund Flyover- ROB 105



Site Photographs - Darshan-Nagar Flyover- ROB 107





Site Photographs - Udaya Chauraha Flyover-ROB 112



8

Reference Images of Proposals:



REFERENCE IMAGE FOR
PARKING



REFERENCE IMAGE FOR
SHOP



REFERENCE IMAGE FOR
TOILET

88

Backgrounds:

The space beneath major flyovers in Ayodhya currently lie underutilized, one of them is RFP for Appointment of an agency to provide comprehensive facility management services for the space beneath the following flyover at Ayodhya

- i. Space Beneath Suryakund (ROB- 105) Flyover,
- ii. Space Beneath Darshan-Nagar (ROB- 107) Flyover
- iii. Udaya Chauraha (ROB- 112) Flyover

This is one of the major areas, that attracts a large number of tourists, and hold significant potential for urban enhancement and aesthetic development. By transforming this space into functional, attractive, and culturally relevant zones, Ayodhya can further enhance its appeal to visitors while also improving the local urban environment.

This project aims to rejuvenate the space beneath flyover, integrating into the broader urban fabric with features that align with the city's rich cultural heritage and its significance as a pilgrimage destination. The proposed enhancements could include green spaces, public seating, art installations, and spaces for community events, all designed with a focus on the needs and interests of both residents and tourists. Once developed, the space can serve as important landmark, offering point of rest, engagement, and cultural experience for those visiting Ayodhya.

i. Existing site condition "Suryakund (ROB- 105) Flyover"

Sr. No.	Location	Length of Flyover (Meter) (Tentative)	Space for Parking (Meter)/(Tentative)
1	Suryakund (ROB- 105) Flyover	318 m	110 m

ii. Existing site condition "Darshan-Nagar (ROB-107) flyover"

Sr. No.	Location	Length of Flyover (Meter) (Tentative)	Space for Parking (Meter)/(Tentative)
1	Darshan-Nagar (ROB-107) Flyover		

iii. Existing site condition "Udaya Chauraha (ROB- 112) flyover"

Sr. No.	Location	Length of Flyover (Meter)	Space for Parking (Tentative)	Cafeteria	Toilet (No's)
1	Udaya Chauraha Flyover	825 m	1050 SQM	2 No's (200SQM)	1 No's

Commercial Activities that can be proposed by the Bidder-

1. Cafeteria
2. Parking (2 Wheller/4 Wheller)
3. Toilet
4. Any other with the approval of the competent authority

- g. Complaint Management reporting.
- h. Any other reports as needed from time to time.
- i. **Statutory compliance intimation report:** Facility Management Agency shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc. including their renewal dates. Facility Management Agency shall monitor and intimate the ADA minimum 30 days in advance before expiry of any such statutory or regulatory compliances.
- j. Any other reports/compliance certificates as needed from time to time.

- **Parking Management**

Parking and Vehicle Management is in FMC scope. FMC can use the revenue generated from ticketing of parking as its own income, under below mandatory conditions for FMC:

- a. Parking charges shall not be more than the rates prescribed by ADA.
- b. FMC shall be responsible for operation and management of entire parking within Project Facility through-out contract period
- c. Coordination with local authority where required,
- d. Procure any equipment's or infrastructure and deploy manpower required for parking management on its own cost

- **Security Services**

Security of Project Facility is in Facility Management Agency scope. The activities and responsibilities of Facility Management Agency are:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.
- b. Ensure safety and security of the staff and material.
- c. Guiding visitors to desired locations/ concerned officials/ occupants.
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register.
- e. Prevent entry of stray animals like cow, dogs etc.
- f. Round the clock patrolling of the Project Facility.
- g. Visitor's management in common areas, during events & exhibitions, and during other special occasions.
- h. Having effective control on movement of materials in/out.
- i. Assisting the occupants during the emergency
- j. Complete disaster management in case of emergencies/ disasters.
- k. Providing of adequate security as per the requirement.
- l. Lodging of complaints/FIRs in case of emergency/disaster on intimation.
- m. Annual Testing Fee / Rectification charges etc. Annual testing for all years of contract period (including first year) shall be in the scope of FMC.
- R. Advance intimation and advise in renewal of all statutory licenses/NOC's/ approvals/ clearances.

5.1 Project Inspection and Site Visit

- The Bidder, at the Bidder's own responsibility and risk shall visit, and examine the Project Site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process.
- The Agency shall computerize the entire Billing System, which includes the issuance of parking charges, commercial activity charges, advertisement charges etc. This will cover all services provided within the area.

5.4 Brief About Facility Management Services

The scope of work for facility management services is broadly divided into following categories:

A. Operation includes:

- a. Day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- b. Preservation of machinery, building and services in good operating condition.
- c. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at its own cost.

B. Maintenance:

This section covers the upkeep of the facility and equipment to ensure their smooth and efficient operation. It includes two types of maintenance:

- i. Preventive Maintenance: This is planned maintenance that aims to reduce unexpected breakdowns. The maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. The Facility Management Agency will follow guidelines from equipment suppliers/ manufacturers and O&M manuals provided by the Contractor. Preventive maintenance tasks will be coordinated and managed by the Agency.
- ii. Breakdown Maintenance: This type of maintenance involves repairing equipment that has broken down unexpectedly. The Facility Management Agency will coordinate and manage Vendors/Suppliers/Manufacturers to perform this type of maintenance as per the O&M manuals provided by the Contractor/Supplier/Vendor/ Manufacturer.

C. Management:

This involves the efficient coordination and management of the services provided by the facility management agency. It encompasses the following tasks:

- i. Coordination with vendors, suppliers, and manufacturers to ensure that preventive maintenance is carried out in accordance with the O&M manuals and guidelines provided by the contractor or facility management agency.
- ii. Reporting on the overall management of services to ensure that the project is preserved and services are delivered to the satisfaction of the client.
- iii. Coordination and conducting of drills (such as earthquake and fire drills) as required by statutory regulations or the law of the land.
- iv. It should be noted that the above-mentioned services are not exhaustive and do not exclude any other task that may be necessary for the smooth operation and maintenance of the facility to meet the client's expectations. The facility management agency is responsible for maintaining the service levels defined in the RFP and providing the necessary manpower, tools and equipment,

consumables, etc.

The FMC shall maintain the service levels as defined in this RFP and also provide adequate manpower, tools & equipment's, consumables etc. over and above the minimum requirements indicated in this RFP. As the guidelines provided in the RFP are non-exhaustive, FMC shall also adhere to the guidelines available in CPWD manuals.

5.2 Detail Scope of Work

The Facility Management Contractor's scope of work for providing Comprehensive Facility management services including operation and maintenance of facilities constructed by the ADA, unless it is specifically restricted in the Contract is as follows.

5.5.1 Maintenance Services.

The Facility Management Agency shall be liable to perform / undertake following services:

- Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, starters, ballasts for common area and service, service rooms, sub-station and external lights including the landscaping.
- Operation of all equipment's in the project facility, including their minor repairs and replenishment.
- Repair & rewinding of Ventilation Fans, Pumps, Motors etc. if any (in case not covered by Warranty Period).
- Facility Management Agency shall refer to individual warranty documents for details, to the extent possible, Facility Management Agency shall ensure that Vendor / Manufacturer performs their obligations as per Contract. Even after Facility Management Agency making all the efforts, Vendor/manufacturer fails to perform its obligations, the Facility Management Agency shall notify the Authority and ask for necessary action.

5.5.2 Operation Services

The operation services under the scope of work are subdivided into two categories namely.

A. Operation of Equipment and Fixtures.

- a. The FMC shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- b. FMC shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- c. The FMC shall ensure operation and upkeep of all equipment's in accordance with Operation and maintenance manuals provided by Supplier / Vendor / Manufacturers / CPWD guidelines and ensuring safety of equipment and personal using it.
- d. The FMC shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.
- e. The FMC will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- f. The FMC shall operate all equipment's, fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the entire project

facility.

- g. The FMC shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the guidelines provided in O&M Manual / Authority /CPWD guidelines for smooth operation and functioning of the project facility.

B. Waste Management

- a) Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- b) FMC shall procure the adequate dust bins and place them at adequate intervals and locations to meet the service level requirements.
- c) FMC shall Collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Authority
- d) FMC shall ensure that 100% of recyclable waste is being recycled.
- e) FMC shall be responsible for arranging the transport and in consultation with Authority, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined. FMC shall also coordinate with competent Urban Local Body / Local Authority / Municipal body for ensuring proper disposal of waste.
- f) Waste management methodology shall comply with the guidelines laid down in applicable Waste Management Rules of Central Government and Local Authorities,
- g) Renovation Debris is to be stored at designated space at designated area
- h) The FMC undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load

1. Horticulture

The FMC shall be responsible for ensuring proper maintenance and upkeep of all horticulture works including indoor and outdoor plants as per the service level requirement and to the satisfaction of the Authority/end user of the project facility. Adequate equipment shall be procured by FMC including grass cutting machine and other tools required for maintenance of horticulture areas.

FMC shall provide seasonal plants, seasonal flowers round the year by the FMC to maintain the horticulture / landscape as per the satisfaction of client/ end user. FMC shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Manure etc. as deemed fit by the FMC to ensure healthy condition of the horticulture within the project facility.

Guidelines for maintenance of buildings and services as contained in CPWD Manual shall be applicable in general for horticultural maintenance also.

Any other direction as given by the authority on timely basis

2. Management:

- 1. Co-ordination with all the stakeholders of the Project including Authority, Contractors, and other agencies.
- 2. Maintain a record of all the Equipment's/assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Authority when the validity

is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of ADA.

3. Submission of monthly progress report.
4. Payment of all utility bills.
5. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
6. Prepare a preventive maintenance plan for all equipment's /fittings & fixtures, ensuring 100% compliance.
7. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
8. It is the responsibility of the Facility Management Agency to ensure highest level of uptime and reliability of all equipment is maintained at site.
9. Prepare and undertake Standard Operating procedures for smooth functioning of the maintenanceservices, within 30 days of commencement of agreement.
10. Brief the representative on maintenance and operational proceedings on day-to-day basis.
11. Liaison with local, state authorities, and/or private agencies related to the Facility.
12. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.
13. Provide support and guidance to the Authority in all matters as requested
14. The FMC, within its staff shall provide persons who are trained in first-aid/ paramedics in case of emergency.
15. The AGENCY shall report to an Authorized representative appointed by Authority for the management services as and when required.

i. Complaint management

Facility Management Agency shall create complaint register with designated senior official of Facility Management Agency managing the same with adequate infrastructure for time bound complaint management. Facility Management Agency shall prominently display the complaint register and enable easy monitoring by the Authority. Such facility shall be easily approachable and adequate signage.

The following are defined SLA times for responding and closure of complaints by AGENCY and based on standards these present guidelines and may be changed by Authority from time to time.



Table: Service Level Agreement (Defects)

Description of Complaints	Service required	Report	Complaint closure time
For minor defects	Rectification without any replacement by AGENCY personnel	Immediately	2hrs
For Major Defects			
Item available locally	Rectification/Replacement by	Immediately	1 week
Item available domestically	external agencies (Main Contractor)	24 hrs	2 weeks
Item to be procured	Contractor/Vendors/Manufacturer/Supplier	48 hrs	1 month

To the extent possible, Facility Management Agency shall make ensure that Vendor / Manufacturer performs their obligations as per Contract. Even after Facility Management Agency making all the efforts, Vendor / manufacturer fails to perform its obligations, the Facility Management Agency shall notify the Authority and ask for necessary action.

A. Others

Sr. No.	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Repair and maintenance of sanitary fixtures, lavatories etc.	On Alternate Days	Compulsory	300/Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As Per twice the Market Rate of Damaged/ Theft Fixture Or 2000/Day whichever is higher
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As Per twice the Market Rate of Damaged/ Theft Fixture Or 2000/Day whichever is higher
4	Cleaning of all lamps, street light poles etc	On Alternate Days	4 Days	300/Day
5	Removal of damaged lights and fixtures if required.	Immediate	Compulsory	As Per twice the Market Rate of Damaged/ Theft Fixture Or 2000/Day whichever is higher
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's, and all main and sub panels including replacement of all fixtures if found theft or	On Alternate Days	1 Week	300/Day
7	Regular maintenance of plumbing fixtures	On Alternate Days	1 Week	700/Day

B. PUMP

S.N.	Service Level Requirement	Schedule/ Timing	Non Compliance Limit	Penalty Rate (INR)
1	Regular maintenance of pump with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In Alternate Days	1 Day	2000/- day

C. DRINKING WATER

1	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	1 Time/Day	1 Day	2000/Day
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HORTICULTURE WORK

1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	5000/Day
2	Manual watering.	Whenever Required	Compulsory	1000/Day
3	Replacement of damaged grass, trees and shrubs.	Whenever Required (to be done immediately)	Compulsory	1000/Day
4	Anti-termite treatment	Whenever Required (to be done immediately)	Compulsory	1000/Day

The authority shall give notice for non-compliance of maintenance of trees, horticulture, existing structure, parking, premises and accordingly penalty will be imposed. If noncompliance is observed more than three times during contract period, the authority has the right to terminate the agency and accordingly forfeit the performance security.

ii. Reporting

The Facility Management Agency shall establish a logbook register system for reporting & governance. The report shall be reported on monthly basis to ADA. The Facility Management Agency shall submit the MPR (Monthly Progress Report) within 1st week of start of every month to the Authority:

The report shall cover the following aspects:

- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Facility Inspection: The Facility Management Agency shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by ADA. The Facility Management Agency shall indicate frequency of inspection covering all premises.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations/alternatives, cost, time schedules, etc.
- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- Report on Audits/ drills etc.

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- **Parking Management**

Parking and Vehicle Management is in FMC scope. FMC can use the revenue generated from ticketing of parking as its own income, under below mandatory conditions for FMC:

- a. Parking charges shall not be more than the rates prescribed by ADA.
- b. FMC shall be responsible for operation and management of entire parking within Project Facility through-out contract period
- c. Coordination with local authority where required,
- d. Procure any equipment's or infrastructure and deploy manpower required for parking management on its own cost

- **Security Services**

Security of Project Facility is in Facility Management Agency scope. The activities and responsibilities of Facility Management Agency are:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.
- b. Ensure safety and security of the staff and material.
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- e. Prevent entry of stray animals like cow, dogs etc.
- f. Round the clock patrolling of the Project Facility.
- g. Visitor's management in common areas, during events & exhibitions, and during other special occasions.
- h. Having effective control on movement of materials in/out.
- i. Assisting the occupants during the emergency
- j. Complete disaster management in case of emergencies/ disasters.
- k. Providing of adequate security as per the requirement.
- l. Lodging of complaints/FIRs in case of emergency/disaster on intimation.

The restriction on permanent construction under the bridge-

- No permanent construction is permitted under or around the space beneath the flyovers.
- All installations must be removable and non-invasive, ensuring no damage or alteration to the bridge infrastructure.
- Concrete or masonry structures that cannot be dismantled easily are strictly prohibited.
- Any proposed structure must comply with safety norms and obtain prior written approval from Ayodhya Development Authority.
- The FMC (Facility Management Company) must ensure that no part of the flyover is used for load-bearing or foundation-based construction.
- In case of violation, the Authority reserves the right to impose penalties, dismantle unauthorized constructions, and terminate the agreement.
- The FMC must submit a layout plan clearly showing only temporary setups for approval before commencement of any activity.



ELIGIBILITY AND EVALUATION CRITERIA

Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet the below mentioned prequalification criteria. Technical evaluation will be done only of those bidders who meet the prequalification criteria.

#	Pre-Qualification criteria
1	The bidder may be a Company incorporated under the Companies Act, 1956/2013 or a partnership firm or proprietor and should furnish certificate of incorporation/or partnership firm/or proprietorship firm. The Bidder may be a single entity or a group of entities (the Consortium), coming together to implement the Project. Each consortium member (apart from Lead Bidder) should independently be in operation for at least 3 years as on date of submission of the bid and shall submit their Registration certificate too. (Form Tech 1, Form Tech 5, Form Tech 6 and Form Tech 7 to be duly filled and signed). Refer Clause 6 in Chapter 3 for Consortium conditions. Registration certificate should be submitted for the same.
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 along with Pan Card.
3	Character certificate of the proprietor/ all partner/ all director issued by DMC/Competent authority.
4	The bidder must have minimum last 3 years of working in similar experience anywhere in India. The bidder shall enclose CA certified turnover certificate with UDIN No.
5	The Bidder shall submit the proof of payment of Bid processing fees and EMD.
6	Financial Capacity: The Bidder should have a minimum average annual turnover of INR 20 Lakhs during the last three (3) years 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)
7	The Bidder should have a positive net worth during the previous three financial years. Duly attested certificate from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years.
8.	The Bidder should have in his name the below experience in the last 3 years anywhere in India: At least 1 similar work of value not less than 5 lakhs. *Similar works means successfully providing Comprehensive Facility Management Services including operation and maintenance services/housekeeping services for Open spaces/parks/ kunds /Lake/ food court/ parking. 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/ Reputed private organization will be considered.
9	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)



6.2 Financial Evaluation

Any Bidder that passes the pre-qualification shall be declared as technically qualified and their financial bids shall be opened. Financial bids shall be evaluated on annual license fee shared by the bidder. The financial bid shall not be submitted with technical documents and only be submitted in excel sheet provided in Financial Proposal on e-tender website.

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 INR 8.10 Lakhs, exclusive of GST with 15% of escalation per three (03) year. Any bid below this amount will not be considered for evaluation. The moratorium period shall be three (3) months after issuance of the work order and afterthat the Bidder shall pay the quoted license fee.

Bid Evaluation: The bid with the highest quote, exceeding the minimum license fee of INR 8.10 Lakhs, will be awarded the contract.

The Bidder shall be selected under the H1 with procedures described in this RFP. Total cost, as specified in the Financial Bid format will be considered for evaluation. The highest cost proposal will be ranked as H-1 and the next higher and so on will be ranked as H-2, H-3 etc. The highest cost proposal (H-1) will be considered for award of contract



4. GENERAL CONDITIONS OF CONTRACT (GCC)

7.1 General Provisions

1.1 Definitions

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

- a) "Agency/Bidder/Contractor" means any private or public entity that will provide the Services to the Client ("the Client") under the Contract.
- b) "Client" means the Authority with which the Agency signs the Contract for the Services i.e. Ayodhya Development Authority
- c) "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexure particulars and the other conditions specified in the acceptance of tender, and amendments.
- d) "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.

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

- a) 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.
- b) 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.

1.6 Environmental Health & Safety Norms

Agency has to submit Project Specific Plan for Implementation of Environment, Health and

Safety (EHS) norms of statutory bodies before start of execution of the Project and abide by/ comply/ implement all the provisions of the approved EHS Plan. Non-compliance of any provision in this regard would attract penalty and suitable amount for the same shall be recovered from their Running Account Bills.

The Agency shall provide a report on the Environmental, Health and Safety (EHS) metrics. The Agency shall also provide immediate notification to the Project in Charge of incidents in the following categories. Full details of such incidents shall be provided to the Engineer in Charge within the timeframe agreed with the Engineer In Charge.

- a) confirmed or likely violation of any law or international agreement.
 - b) any fatality or serious (lost time) injury.
 - c) significant adverse effects or damage to private property (e.g., vehicle accident, damage from fly rock, working beyond the boundary)
 - d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species.
- or
- e) any allegation of sexual harassment or sexual misbehavior, child abuse, defilement, or other violations involving children.

1.7 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 notespecifying the name and address of the Agency, the number and date of the acceptanceof 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

- a) 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.
- b) In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the ADA.

1.10 Fraud and Corruption

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

- a) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of

anything of value to influence the action of a public official in the selection process or in contract execution;

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

1.11 Measures to be taken

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

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

1.12 Limitation of Liability

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

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

1.13 Commencement, Completion, Modification and Termination of Contract

1.1 Effectiveness of Contract

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

1.2 Commencement of Services

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

1.3 Expiration of Contract

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

1.4 Modifications or Variations

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

1.5 Force Majeure

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

circumstances.

1.6 No Breach of Contract

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

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

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

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

1. Termination

1.1.1 By the Client

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).

- a) 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.

1.1.2 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



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 consent.

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.

2.3 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.
- 

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 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

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 Amicable Settlement

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

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

5.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one

Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Ayodhya, India. The language of arbitration shall be English.

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

5.4 Jurisdiction

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

6. Exit Management

a. Preamble

- i. The word „parties” include the ADA and the selected bidder.
- ii. In the case of termination of the Project Implementation and/ or Operation and Management due to illegality, the Parties shall agree mutually at when and if the provisions of this Schedule shall apply.
- iii. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b. Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a 30 days period from the date of expiry or termination of the agreement, if required by ADA to do so. During this period, the selected bidder/ bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated Agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project in the stage it was handed over by the Authority.
- ii. ADA during the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide ADA or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iii. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - All title of the assets to be transferred to ADA or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to ADA.

c. Cooperation & Provision of Information during Exit Management Period.

- The selected bidder/Agency will allow ADA or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable ADA or its nominated agencies to assess the existing services being delivered.
- The selected bidder/Agency shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project



any replacement Agency to have reasonable access to its employees and facilities as reasonably required by ADA or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d. Confidential Information, Security & Data

The selected bidder will promptly on the commencement of the exit management period supply to ADA or its nominated agencies the following:

- Documentation relating to Intellectual Property Rights;
- Project related data and confidential information;
- All current and updated data as is reasonably required for purposes of ADA or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by ADA or its nominated agencies; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable ADA or its nominated agencies, or its replacement Agency to carry out due diligence in order to transition the provision of the services to ADA or its nominated agencies, or its replacement Agency (as the case may be).
- Before the expiry of the exit management period, the selected bidder shall deliver to ADA or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e. Transfer of Certain Agreements

- On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favor of procuring entity or its nominated agencies, or its replacement Agency in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, Agency's, or Agency, and which are related to the services and reasonably necessary for carrying out of the replacement services by ADA or its nominated agencies, or its replacement Agency.
- Right of Access to Premises: At any time during the exit management period and for such period of time following termination, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to ADA or its nominated agencies, and/ or any replacement Agency in order to inventory the assets.

f. General Obligations of the selected bidder

- The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to ADA or its nominated agencies or its replacement Agency and which the Agency has in its possession or control at any time during the exit management period.
- The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g. Exit Management Plan

- The selected bidder shall provide ADA or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation.

- A detailed program of the transfer process that could be used in conjunction with a replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on ADA operations as a result of undertaking the transfer; and
 - If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to ADA or its nominated agencies, and Replacement Agency for a reasonable period, so that the services provided continue and do not come to a halt.
 - The bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - Each Exit Management Plan shall be presented by the selected bidder to and approved by ADA or its nominated agencies.
 - During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- It would be the responsibility of the selected bidder to support new Agency during the transition period.

6. **TECHNICAL PROPOSAL - STANDARD FORMS**

TECH-1 Technical Proposal Submission Form

TECH-2 Applicant's Organization and Experience

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

TECH-3 Financial Qualification of The Applicant

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

TECH 5: Format for Power of Attorney for Lead Member of Consortium

TECH 6: Format for Memorandum of Understanding (MOU) for Consortium

TECH 7: Format for Power of Attorney for signing of application

Financial form 1- Financial Proposal

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

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

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

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

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

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

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

We remain,

Yours

sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____



Form TECH-2: Applicant's Organization and Experience

1.1.1 A - Applicant's Organization

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

1.1.2 B - Applicant's Experience

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

Assignment name:	
Country:	Duration of assignment (months):
Location within country:	
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 Agencies, if any:	No. of professional person-months provided by associated Agencies:
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 Client]

Subject: Appointment of Agency for providing Comprehensive Facility Management service for space beneath Suryakund flyover in Ayodhya

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 Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

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

Power of Attorney

Whereas the (Client) has invited Bids from interested parties for RFP for

“<Insert name of the RFP>”

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESS THAT;

We, M/s. (Lead Member), and M/s and M/s..... (the respective names and addresses of the registered office) do hereby designate M/s.

being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with.....Client, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with(Client).

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, 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/Consortium.

Dated this theDay of 2024

(Executants)

(To be executed by all the members of the Consortium)

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.



Form TECH 6: Format for Memorandum of Understanding (MOU) for Consortium

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

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 2024 at _____ among _____ and having its registered office at _____, (hereinafter referred as “_____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

_____ and having its registered office at _____, (hereinafter referred as “_____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Client, has invited Request for Proposal (RFP) from entities interested for RFP “<Insert name of the RFP>” (“Project”) as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:

1. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
2. That this MoU shall be governed in accordance with the laws of India and courts in Ayodhya shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party

2. Second Party

Witness:



Form TECH 7: Format for Power of Attorney for signing of application

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

Power of Attorney

Know all women/men by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....

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

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

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



Form TECH 8: Joint Venture Agreement

[To be executed on Stamp paper of appropriate value]

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2024

BETWEEN

1., a company/ firm/ sole proprietorship having its registered office at (hereinafter referred to as the —**First Part** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2., a company/ firm/ sole proprietorship having its registered office at (hereinafter referred to as the —**Second Part** which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the —**Parties** and each is individually referred to as a —**Party**

WHEREAS,

A. Ayodhya Development Authority, represented by its Vice Chairman and having its office at Civil Lines, Kosi Parikrama Rd, Marg, Ayodhya, Uttar Pradesh 224001 (hereinafter referred to as the "Procuring Entity" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "Applications") by its Request for Bids No. dated (the "RFP") for "The Selection of Agency for Development and Operations & Maintenance of Tent City along Saryu River" in Ayodhya.

B. The Parties are interested in jointly Bidding for the Works as members of a Joint Venture Agreement (the "**JVA**" or the "**Agreement**") and in accordance with the terms and conditions of the RFB document and other Bid documents in respect of the Works, and

C. It is a necessary condition under the RFP document that the members of the JV shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. JVA

- (a) The Parties do hereby irrevocably constitute a Consortium/Joint Venture (the "**JV**") for the purposes of jointly participating in the Bidding Process for the Works. The Parties confirm that all JV members shall sign the Contract Agreement.
- (b) The Parties hereby undertake to participate in the Bidding Process only through this JV and not individually and/ or through any other consortium constituted for this Works, either directly or indirectly or through any of their associates.

3. Covenants



The Parties hereby undertake that in the event the JV is declared the Successful Bidder and awarded the Contract, the JV members shall enter into a Contract Agreement with the Procuring Entity and, through its lead partner, undertake to perform all its obligations in compliance with the Contract Agreement for the Works.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Tendering Process, for execution of the Contract Agreement is entered into with the Procuring Entity and until the completion of the Project Work; Party of the First Part shall be the..... and
- (b) Party of the Second Part shall be the [■]
- (c) Party of the Third Part shall be the [■]

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the RFP, Bidding Document and the Contract Agreement.

6. Percentage Participation in the JV

- (a) The Parties agree that the proportion of percentage participation in works among the Parties in the JV shall be as follows:

First Party (Lead Member): [should have at-least 51% (fifty one percent) participation] Second Party: [should have at least% (.....percent) participation]

- (b) The Parties undertake that they shall collectively hold 100% (one hundred percent) of the percentage participation of the JV at all times until the completion the Contract of the Works.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained; or
 - ii. violate any Applicable Law presently in effect and having applicability to it; or
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; or
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances

that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the defect liability period is completed under and in accordance with the Contract Agreement, in case the Contract is awarded to the JV. However, in case the JV is either does not get selected for award of the Contract, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

- (a) This Joint Bidding Agreement shall be governed by laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:



(Witness 1)

(Witness 2)

Notes:

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



Financial form 1- Financial Proposal

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



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 Parkrama Road, Ayodhya, Uttar Pradesh- 224001 (hereinafter referred to as "ADA")

and

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

Definitions

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

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

WHEREAS

- i. The ADA has invited the Agency to _____ as per the conditions of the contract.
- ii. The Agency having represented to the ADA that they have the required experience, resources and skills and have agreed to provide the services on the terms and conditions set forth in this Contract.
- iii. The Go-live period will be 3 months from the date of issue of work order.
- iv. The moratorium period will be till the time of Go-Live. The Go live period will be 3 months from the date of signing of work order. The license fee period shall begin after the end of moratorium period. The Annual revenue share shall be as quoted by the bidder. And should be divided into four equal installments (which should be called quarterly license fee) and to be paid to ADA along with applicable taxes. Within 30 days of the beginning of the next quarters. An escrow account will be opened on the basis of which revenue will be shared.
- v. 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). For any kind of extension/ delay in payment of license fees, the Bidder shall be charged 12% interest per annum on due gross revenue share as detailed out in the Escrow Account to be paid to ADA.
- vii. Quarterly license fees shall be paid for all months of the license period.
- viii. Only space will be provided by the authority. The interior works or other allied structural works will be carried out by the agency at its own cost.
- ix. The agency will liable to damage/theft/loss of any goods/materials.
- x. All necessary NOC's/ Statutory permissions shall be obtained by the agency.
- xi. NOW THEREFORE the parties hereto agree as follows:
 1. The following documents shall be deemed to form an integral part of this Contract:
 - a) Contract Agreement,
 - b) Scope of Work
 - c) General and Special Conditions of Contract,
 - d) Work Order- _____
 - e) Performance Security
 - f) Price Bid,
 - g) Addendum & Corrigendum if any
 - h) Technical Bid
 - i) Prebid query and its reply
 - j) RFP
 - k) Any other Document as mentioned in RFP.

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

FOR AND ON BEHALF OF
Ayodhya Development Authority

FOR AND ON BEHALF OF

WITNESS 1

WITNESS 1

WITNESS 2

WITNESS 2

BANK GAURANTEE FORMAT

To,

_____[Name of Employer]

_____[Address of Employer]

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

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

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

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

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

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

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

Address _____

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

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