



अयोध्या विकास प्राधिकरण

**AYODHYA DEVELOPMENT
AUTHORITY**



अयोध्या विकास प्राधिकरण
AYODHYA DEVELOPMENT AUTHORITY

Request for Proposal (RFP)

for Supply, Installing, Testing and Commissioning of 'Mudra Stambh' Pillar at 30 no's
in Ayodhya.

Issued by:

AYODHYA DEVELOPMENT AUTHORITY

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

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1. DATA SHEET

	Name of the Project	RFP for Supply, Installing, Testing and Commissioning of 'Mudra Stambh' Pillar at 30 no's in Ayodhya.
2	Duration of the Assignment	The duration of completion of Project is two (03) months. The VC, ADA reserves the right to terminate the tender process at any stage before the award of work, without any prior notice and cause at their sole discretion.
3	Method of Selection	Item Rate Tender
4	Project Cost	INR 82,68,292.28/- excluding GST.
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 2.50 Lakhs. The payments to be made through https://emdada.ayodhyada.in/loginWithotp (Online mode) in favor of Secretary A.D.A. Validity: EMD shall be valid for a period of 180 days from Proposal Due Date.
7	Bank Guarantee	5% of tendered cost in the form of Bank Guarantee from any Nationalized/Scheduled Bank which shall remain valid up to defect liability period.
8	Name of the Authority's official for addressing queries and clarifications	Secretary, Ayodhya Development Authority Ayodhya, Uttar Pradesh-224001 Telephone: +91-7355541575 E-mail: vcafda@gmail.com
9	Account details	ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran Account Number: 029005501009 IFSC code: ICIC0000290
10	Bid Validity Period	120 days from Proposal Due Date
11	Proposal Language	English
12	Proposal Currency	INR ₹
13	Consortium / JV to be allowed	NOT ALLOWED
14	Date & Timeline	As per N.I.T.

Bidders (authorized signatory) shall submit their offer Online only (both for technical and financial proposal) at e-tendering portal of <https://etender.up.nic.in> in electronic format with Digital Signature.

) 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).

Pre-bid link- Video call link:

- c) 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.

PREFACE

Ayodhya Development Authority, has been inter alia engaged for Supply, Installing, Testing and Commissioning of 'Mudra' Pillar at 30 locations in Ayodhya (Uttar Pradesh).

Through this RFP, Bidders are invited for Supply, Installing, Testing and Commissioning of 'Mudra' Pillar at 30 locations Ayodhya (Uttar Pradesh) on Item Rate Basis as per Scope of work defined in this tender, from Agencies / Companies/ Firms / Sole Proprietor/ Limited/ Private Limited/ Partnership/ Limited Liability Partnership (LLP) in two Part system i.e.

Part No. I : Pre-Qualification

and Part No. II : Financial bid

2. INSTRUCTIONS TO APPLICANTS

General instructions

1. Number of Proposals and respondents

1.1 No Applicant shall submit more than one (1) Proposal, in response to this RFP.

2. Partnership/Proprietorship/Companies can participate in the bid.

3. Joint venture/Consortium is not allowed

4. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.

2. Proposal preparation cost

Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

2.2 All papers submitted with the Proposal are neither returnable nor claimable.

2.3 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, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

3.2 Authority reserves the right to reject any Proposal if:

- i. At any time, a material misrepresentation is made or discovered, or
- ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. The Client shall endeavor to respond to the queries within the period specified therein but no later than 3 (three) days prior to the Proposal Due Date. The Client will post the reply to all such queries on the Official Website.
3. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this shall be construed as obliging the Client to respond to any question or to provide any clarification.

1. Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at Welcome to Ayodhya Development Authority (adaAyodhya.org.in) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.



in order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection

3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
4. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality.
 - ii. Received all relevant information requested from Authority and:
 - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
5. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above. Preparation, submission, opening & acceptance of Proposals/e-bids

1.2.1 Language and currency

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

1.2.2 Proposal validity period and extension

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

1.2.3 Format and signing of Proposals

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

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

1.2.4 Submission of e-bid/Proposal

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

- v. After clicking the 'pay online option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee Online payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of Amount paid should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

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

2.2.6 Late submission

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

Withdrawal and resubmission of Proposal

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

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 1. At any time, a material misrepresentation is made or uncovered, or

2. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - a. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
 - b. Bidders are hereby informed that any technical bids containing financial bid information will be summarily rejected. Bidders are strictly instructed to ensure that financial bid details are not included in the technical proposal submission.

2.2.9 Selection of the Bidder

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

2.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date and time will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

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

2 Tests of responsiveness

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

- i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
 - v. Power of Attorney for Lead Member of Consortium, if applicable
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

2.2.13 Clarifications sought by Authority

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

2.2.14 Proposal evaluation

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

2.2.15 Earnest Money Deposit

- a) The bid document must be accompanied by an Earnest Money Deposit (EMD) as specified in the Data Sheet of this RFP.
- b) Any e-Bid not secured with the required EMD shall be considered non-responsive and will be rejected by the Authority.
- c) The EMD of unsuccessful bidders will be refunded promptly after the opening of the Price Bid.
- d) For the successful bidder, the EMD will be returned only after submission of the Security Deposit and the signing of the contract.
- e) The EMD may be forfeited under the following circumstances:
 - a) If the bidder:
 - Withdraws its bid during the validity period.
 - Fails to accept corrections of errors identified during bid evaluation.
 - Modifies the quoted price during the bid validity period.
 - b) If the successful bidder fails to sign the contract with the Authority within the stipulated time.



6 Award Criteria

The contract will be awarded to the L1 bidder (lowest bidder) as per the evaluation criteria outlined in this RFP.

2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

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

2.2.18 Performance Security

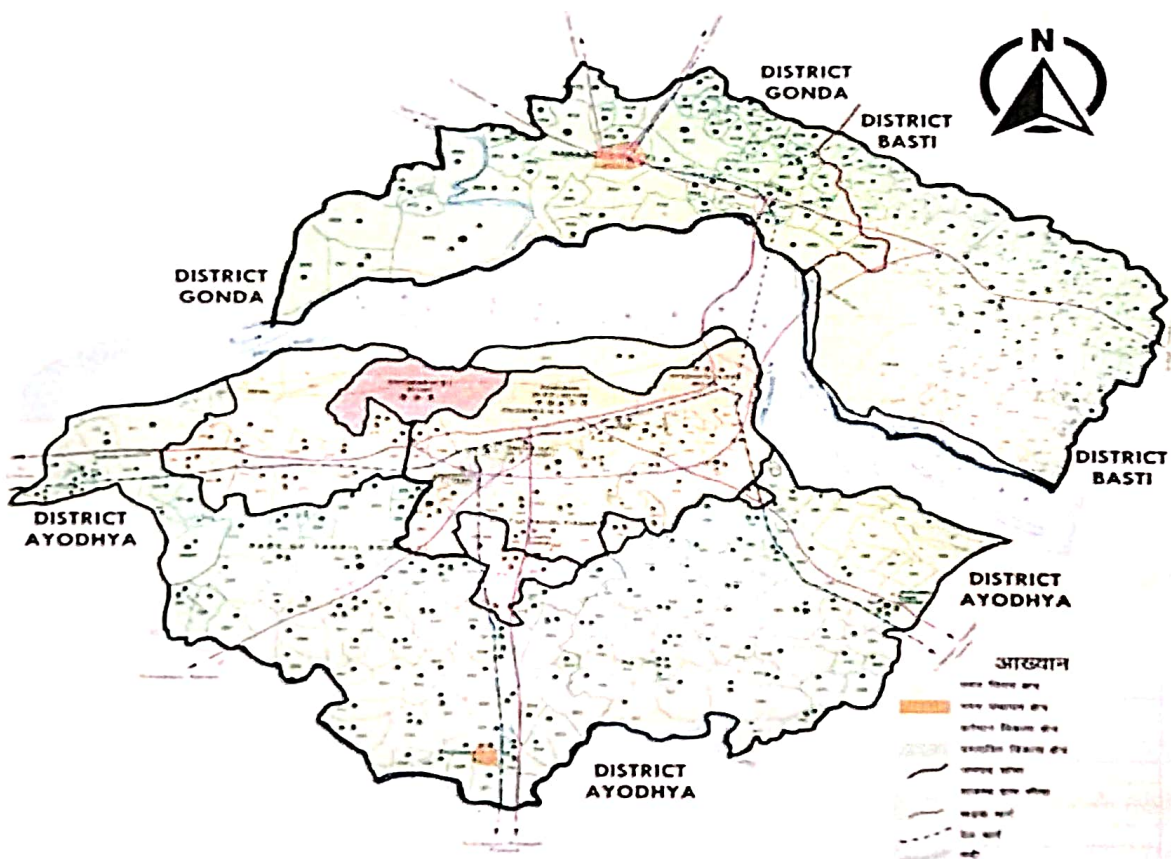
1. Before the contract is awarded, the successful bidder must submit a Security Deposit equivalent to 5% of the tendered cost in the form of a Bank Guarantee from any Scheduled or Nationalized Bank, in favor of Ayodhya Development Authority (ADA). This guarantee must remain valid for Twelve months after project completion.
2. Prior to contract execution, the selected agency must sign an agreement on a ₹100/- non-judicial stamp paper, to be procured from the Government of Uttar Pradesh, at the agency's own cost.



BACKGROUND

of Ayodhya

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



n and Context

osed Design-

ject Objectives-

- a. Enhancing Aesthetics: The installation of the Stambh sculptures aims to enhance the visual appeal of Ayodhya, creating a captivating and aesthetically pleasing environment. The intricate carvings inspired by Indian temple architecture will add a touch of grandeur and beauty to the cityscape.
- b. Celebrating Cultural Identity: The project intends to celebrate Ayodhya's cultural identity by incorporating elements of its rich heritage into the Stambh sculptures. The intricate designs will reflect the city's spiritual and historical legacy, preserving and promoting its cultural significance.
- c. Creating Landmarks: The Stambh sculptures will act as iconic landmarks along the Sahadatganj to Lata Mangeshkar Chowk Road, contributing to the city's distinct identity. These visually striking sculptures will serve as points of reference and orientation, making the road more recognizable and memorable for residents and visitors.
- d. Promoting Inclusivity and Accessibility: Ayodhya aspires to be an accessible city that welcomes people from all walks of life. The Stambh sculptures will symbolize the city's commitment to inclusivity by creating visually engaging structures that resonate with people of diverse backgrounds, cultures, and abilities.
- e. Boosting Tourism: The project aims to boost tourism in Ayodhya by creating unique attractions along the designated road. The Stambh sculptures, with their cultural significance and visual appeal, will attract tourists, thereby generating economic opportunities for local businesses and communities.
- f. Showcasing Innovation: The project exemplifies Ayodhya's spirit of experimentation by combining traditional architectural elements with modern artistic expressions. It will showcase the city's ability to embrace innovation while staying rooted in its cultural heritage, setting an example for other cities.
- g. Fostering Civic Pride: The Stambh sculptures will instill a sense of pride and ownership among the residents of Ayodhya. The project will encourage community engagement, fostering a collective responsibility for preserving and maintaining these cultural assets.
- h. Encouraging Artistic Expression: By commissioning skilled artisans for the design and carving of the sculptures, the project will promote artistic expression and provide a platform for local talent to showcase their skills. It will encourage a thriving artistic community and cultural exchange.

5.5 Project Scope

The scope of this project includes the design, fabrication, and installation of the Mudra & Shastra pillar. The detailed scope of work is as follows:

A. Design:

- Conceptualization and creation of the Mudra & Shastra pillar design, taking into consideration the height of 11-12 feet square pillar height 6ft and mudra height 5-6 feet. Ban pillar base 3ft x 3 ft.

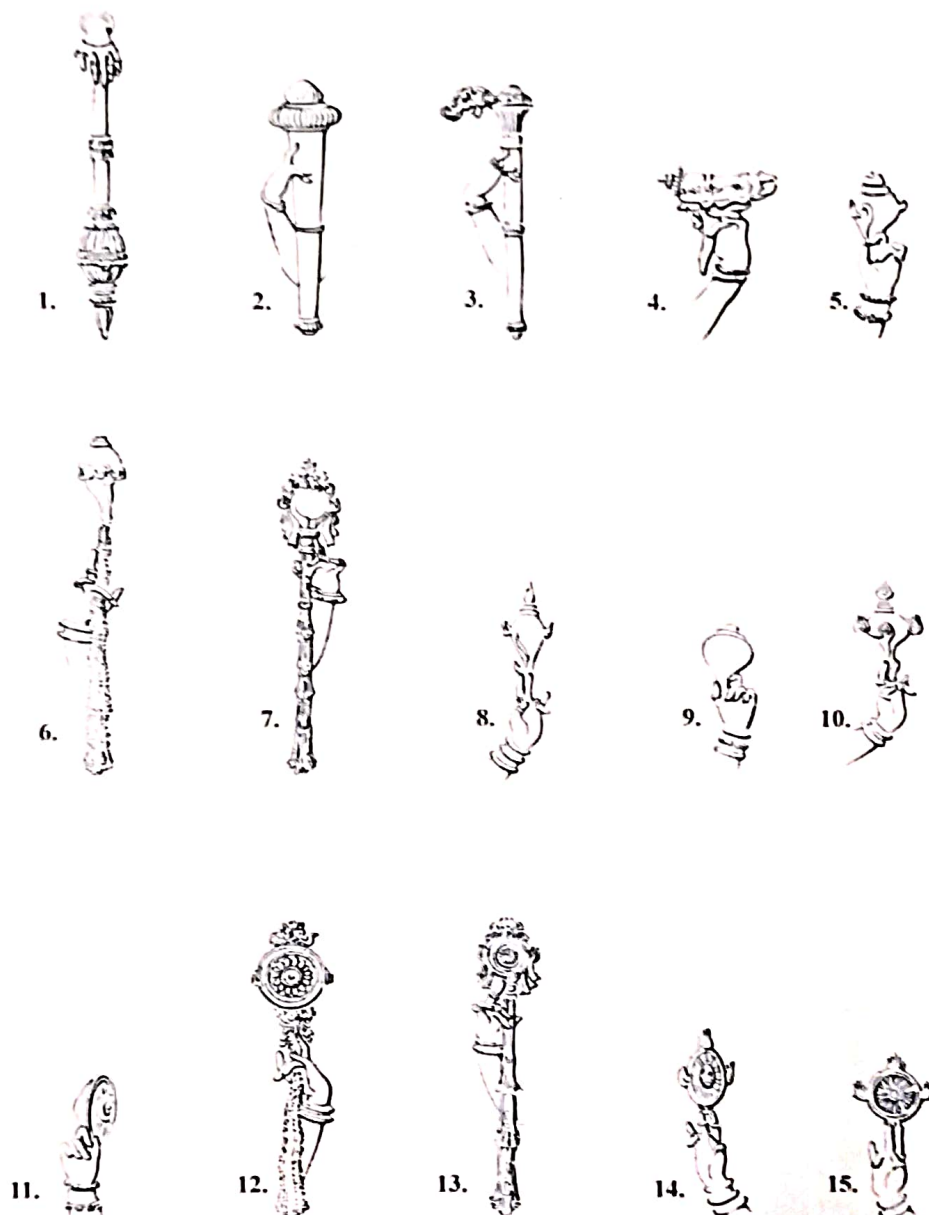
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tion of appropriate proportions, detailing, and aesthetic elements to ensure an attractive and
y captivating structure.

collaboration with stakeholders to finalize the design, incorporating cultural and artistic elements
evant to Ayodhya's heritage.

Refer Below the Conceptualized Images of the Stambh-

TYPE OF MUDRAS



8

TYPE OF MUDRAS

16.



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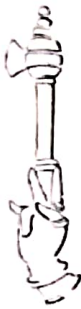
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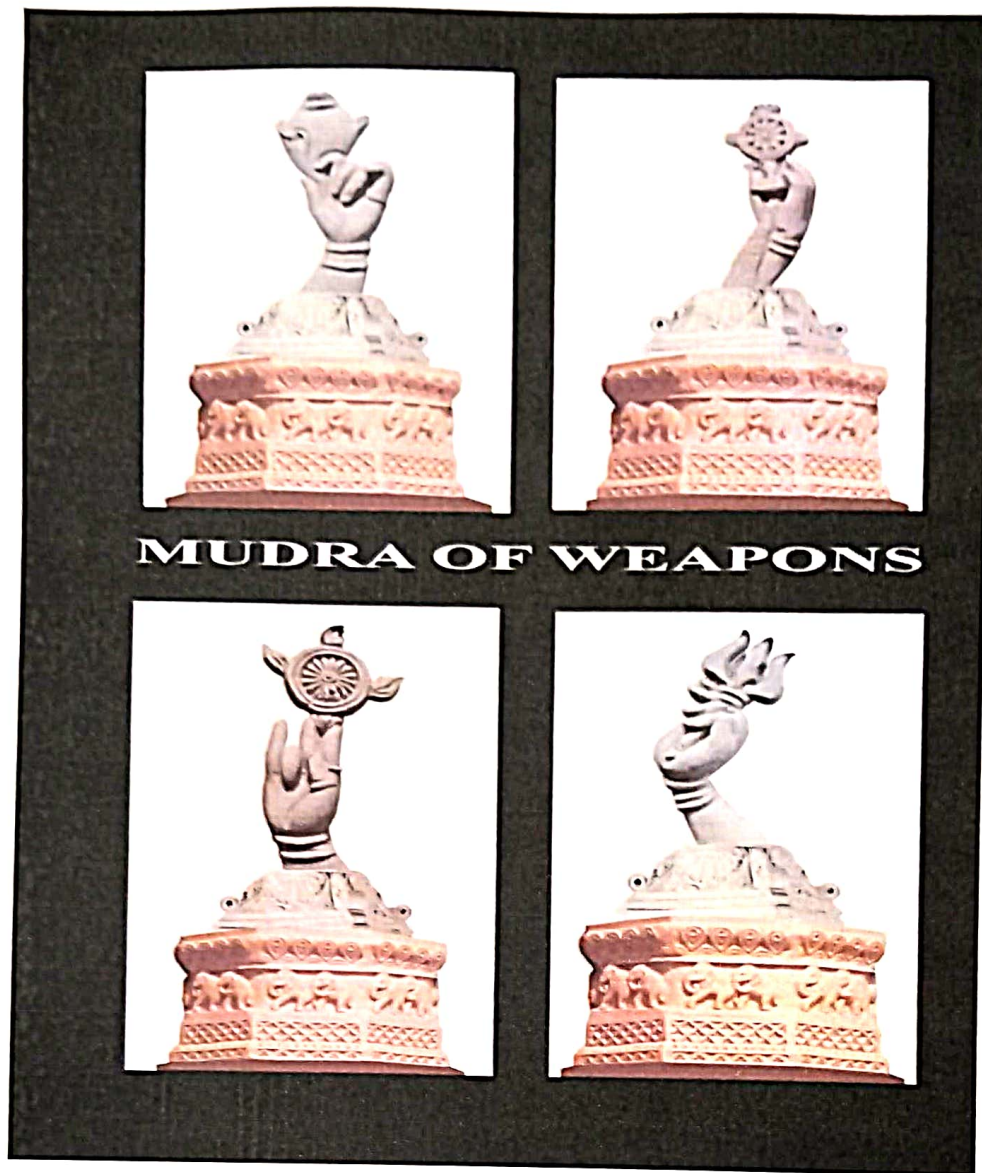
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B. Fabrication:

- Procurement of high-quality fire-retardant fibre material with UV protection, ensuring durability and safety.
- Precise shaping of the fiber panels to match the approved design specifications.
- Reinforcement of the fiber panels with 304 grade stainless steel to provide structural stability and resistance against environmental factors.
- Surface treatment and painting of the fiber material to enhance its aesthetic appeal and protect it from weathering.

C. Lighting Integration:

tion of suitable weatherproof lighting fixtures that complement the design and enhance the visual of the Mudra and Shastra Pillar.

Electrical work, including wiring and connections, to ensure proper functioning and safety of the lighting fixtures.

- Collaboration with lighting experts and technicians to optimize the illumination effect and ensure efficient energy usage.

D. Installation:

- Site preparation and groundwork to facilitate the installation of the Mudra and Shastra Pillar.
- Construction of foundation as a base for the Stambh.
- Secure and stable installation of the fabricated pillar structure, ensuring proper alignment and structural integrity.
- Testing and quality assurance to verify the stability, functionality, and visual impact of the installed pillar and lighting fixtures.

E. Maintenance and Upkeep:

- Handing-over the project to the client as per client's satisfaction
- Operation and Maintenance manual to be given to client specifying the maintenance
- Training of local personnel or engagement of maintenance professionals to ensure ongoing care and preservation of the pillar.

F. Defect Liability Period:

- Defect-Liability period will be for 1 year post successful handover of the project.

6. Payment terms and schedule

1. The request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
2. Due payments shall be made promptly by the Authority.
3. The currency or currencies in which payments shall be made to the Agency under this contract shall be Indian Rupees (INR) only.
4. All remittance charges shall be borne by the Agency.
5. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
6. Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.

ents to the bidder, after successful completion of the target milestones (including specified deliverables), would be made as under

S. No.	Implementation phases	Payment percentage of bid price
	Submission of project implementation plan comprising project design, project layout plans technical details of the components such as capacity, make, quantity etc. which shall be used for project.	5%
2	Completion of Foundation	20%
3	Installation of Stambh	40%
4	Complete Electric Works	10%
5	Commissioning & Site handover	15%
6	After defect liability period (within 60 days after completion of defect liability period)	10%

6.1 Rates

1. The quoted rate shall include supply of all materials, labor, fabrication, installation, transportation, T&P at the site of work, which are required for execution and proper completion of the item of works as mentioned in but not limited to as per RFP & as per design, drawings and specifications, and other terms and conditions mentioned in the tender documents and as required by Engineer In charge. The tenderers should include in his rates, cost of all labors, material, T&P, water, dewatering, fencing, lighting, traffic diversion, diversion and safety of existing system of campus, if required and reinstatement of all public amenities which are disturbed during execution of work, refilling with suitable earth, reforestation etc. which may become necessary for complete execution of the works to the satisfaction of the Engineer. No claims, whatsoever, will be entertained on this account later on.

2. The contractor should keep in view the fluctuation in market rates during the time of acceptance of tender and during the entire period of execution of contract, being a firm tender, no claims, whatsoever, will be entertained on this account.

3. Once the tenders have been opened, no request for consideration of any alteration in their offer shall be entertained.

6.2 General Conditions

1. The bidder must have to deploy the sufficient resources and manpower by advance planning and to ensure regular presence of manpower at running work site. In the case of any shortfall of the personnel or other resources during running work, alternate arrangements will be made by the Authority and expenditure occurred, will be deducted from the contractor bill along with the penalty clause.

2. 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 Authority shall be final in this regard.

Note:

8

a) No advance payment shall be made.

ent shall be released as per above mentioned Payment milestones after ensuring satisfactory y, installation, commissioning, Inspection of all material at AUTHORITY's premises as ioned above in the document.

Payment shall be made in INR by RTGS / NEFT on Bank in the name of bidder.

d) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.

e) Taxes, as applicable, shall be deducted/paid, as per the prevalent rules and regulations

6.3 Payment of GST

a) Payment of Goods & Service Tax GST shall be shown extra by the bidder in their invoices for the items applicable.

6.4 Deliverable Timelines

T=Date of Signing of Contract

T1=Date for Go-Live

Project Activity	Deliverables	Responsibility	Timelines
Milestone 1	Submission of project implementation plan comprising project design, project layout plan technical details of the components such as capacity, make, quantity etc. which shall be used for project.	Bidder	T+10 days
Milestone 2	Completion of Foundation	Bidder	T+30 days
Milestone 3	Installation of Stambh	Bidder	T+45 days
Milestone 4	Complete Electric Works	Bidder	T+50 days
Milestone 5	Commissioning & project completion	Bidder	T+60 days (T1)

Note: The schedule is indicative; however, bidder needs to provide an exhaustive work plan in their bid which would be evaluated during technical evaluation.

6.5 Penalty:

In case Authority identifies the non-satisfactory, incomplete or non-reasonable delayed completion of respective milestones, then Authority will take the measures as mentioned below to compensate the loss of time and efforts. In such cases, contractor must be agreeing to the measures and deductions as mentioned under the penalty clause under this section.

Penalty Clause		
6.5.1	Delay in achieving any milestone by 0-7 Days	No Penalty but a warning letter shall be issued by AUTHORITY.
6.5.2	Delay in achieving any milestone by 8-14 Days	AUTHORITY shall deduct an amount equal to 0.5% of estimated cost
6.5.3	Delay in achieving any milestone by 15-30 Days	AUTHORITY shall deduct an amount equal to 1% of estimated cost
6.5.4	Delay in achieving any	AUTHORITY shall have right to terminate the contract, hold the

Milestone by more than 30 Days	payment, take legal actions and blacklist the contractor.
Delay in rectification of work	Failure to rectify any problem within time defined by Engineer-in-charge, AUTHORITY shall get the work done from the third party and the amount will be deducted from PG amount holded of the successful bidder

6.6 Other Penalties

In case any Child labour is employed at site in violation with the laws of the state and India, the employer will levy an additional penalty of Rs 25,000 per incidence and in such instance occurs more than once the contract may be terminated, to be decided at the sole discretion of the Employer. This is in addition to any other action that may be available to the employer under rules & regulations.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to a maximum of 10% of contract price.

The decision of the **Engineer-in-Charge** shall be final and binding upon both the parties. And can further terminate the contract.

6.7 Handing over the project

The Contractor shall handover the Project along with all Project Assets in good working & running condition to the Authority. Along with all the manuals and specifications, contact details etc.

6. ELIGIBILITY AND EVALUATION CRITERIA

6.1 Technical Qualification

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

#	PREQUALIFICATION CRITERIA
1	The bidder may be a Company incorporated under the Companies Act, 1956/2013 or partnership or proprietor and should furnish certificate of incorporation/or partnership firm/or proprietorship firm. The bidder must be a single entity. Registration certificate should be submitted for the same.
2	The Joint Venture Agreement or the Consortium Agreement should include the following – <ul style="list-style-type: none"> • One of the partners shall be designated as a “Prime or Lead Bidder”. • Both the members shall be jointly and severally liable to complete the project; however prime bidder shall have the responsibility for successful completion of the project. (An undertaking of the same shall be submitted in the bid document. • In case of any issues, prime bidder would be responsible for all the penalties and obligations towards successful implementation of the assignment.
3	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. (Pan Card and GST)
4	Character certificate of the proprietor/ all partners/ all directors issued by DM/Competent authority.
5	The Bidder must have a minimum of last 3 years of experience in similar works anywhere in India. The Bidder shall enclose CA certified turnover certificate with UDIN no.
6	The Bidder shall submit the proof of payment of Bid processing fees and EMD.

	<p>The Bidder shall have minimum 3 years of experience in similar works* anywhere in India At least 1 similar work with minimum 80% of the estimated cost (Successfully completed during previous 3 (three) financial years.</p> <p style="text-align: center;">OR</p> <p>At least 2 similar works with minimum 50% of the estimated cost (Successfully completed during previous 3 (three) financial years.</p> <p style="text-align: center;">OR</p> <p>At least 3 similar works with minimum 40% of the estimated cost (Successfully completed during previous 3 (three) financial years.</p>
7	<p>Documentary proof (Photo manuals of similar work along with work Order and Completion Certificate from the client to be submitted.)</p> <p>* Similar contracts / works is defined as Fabrication, Supply, Installing (including construction of RCC foundation), of fabricated Structures, Sculpture, monument of minimum 5-meter height whereas, client means.</p> <p>Note: Documentary proof, including work orders, completion certificates, and project photos, must be submitted. Experience from Joint Ventures/Consortiums will not be considered.) (Details to be submitted on Form Tech 2).</p> <p>* Only experience from Municipal Corporation/ ULB/ Development Authority/ Smart City/ Central & State Government PSU & Department will be considered.</p>
8	<p>Financial Capacity: The Bidder must have a minimum average annual turnover of ₹ 33 Lakhs. as a single entity during the last three financial 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)</p>
9	<p>The Bidder must have a positive net worth for the last three consecutive financial years. This must be certified by a statutory auditor, confirming no financial losses. Duly attested certificate from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years.</p>
10	<p>The Bidder must not have been blacklisted, debarred, or terminated by any Central/State Government, Statutory Authority, Public Sector Undertaking (PSU), or Urban Local Body (ULB) as of the bid submission date. A declaration must be submitted on a ₹100 Non-Judicial Stamp Paper.</p>

7.2 Method of Selection:

This is a 2-Stage Selection Process –

Stage 1- Pre-Qualification – The bidder needs to successfully qualify as per the criteria laid down in Pre-Qualification Section (7.1) of this RFP.

Stage 2- Financial Evaluation – Financial Bid of only those bidders will be opened who has passed the Pre-Qualification Criteria. The lowest financial proposals shall be the L1.

7.3 Negotiation & Discussions:

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

7.4 Award of Contract:

- i. After completion of negotiation & discussions with the bidder, Authority shall issue Letter of Intent to the selected bidder.
- ii. The successful bidder is expected to commence the assignment on the date and at the location specified in the document/notified.

AD

PAYMENT TERMS AND SCHEDULE

Payment will be processed after the successful supply and installation at the site, based on joint measurements conducted on an item-rate basis.

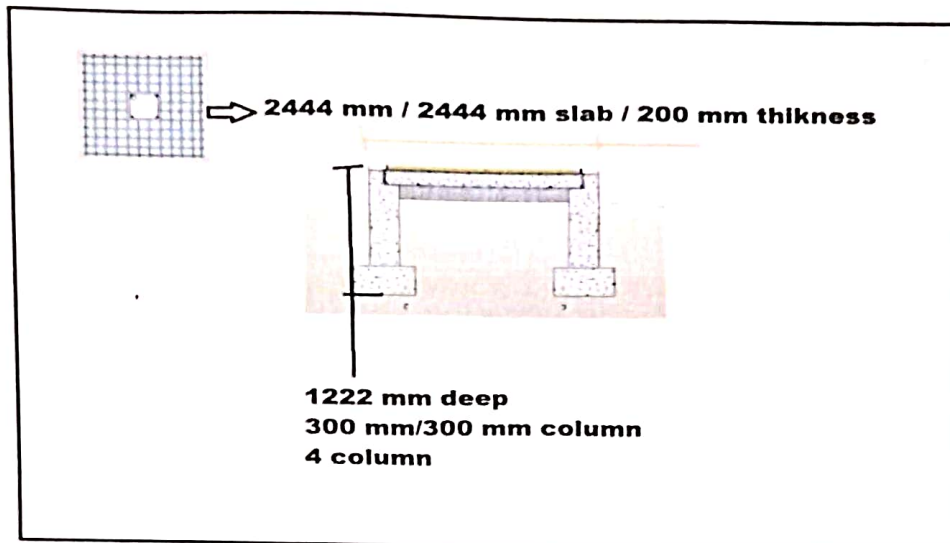
- No advance payment shall be provided to the agency.
- The agency must implement strict quality control measures, and the authority reserves the right to inspect and verify materials during the execution of work.

Some Other special condition:

- Bidder should deposit the drawing/ 3D of Stambh along with Bid.
- Bidder should facilitate 3rd Party Inspection and audit at its own cost upon request by Client and the 3rd Party inspection and auditor will be selected by Client.
- Bidder should show the prototype of the Stambh and get approval from the Authority before proceeding with the manufacturing of the 30 nos. Stambh.



B



SUMMARY OF ESTIMATE FOR PROPOSED MUDRA ASHAN STAMBH, 30 NO'S IN AYODHYA

S.NO	Particulars	AMOUNT(in Rs)
1	TOTAL PROJECT COST	8268292.28
	SUB TOTAL	8268292.28
	Taxes	
	Add 18% for G.S.T	1488292.61
B	TOTAL PROJECT COST (INCLUDING G.S.T)	9756584.89
a)	Contigencies @ 2% on (A+B)	195131.70
b)	Add 1% for Labour Cess on (A+B)	97565.85
	Say (in Lakhs.)	10049282.44
	Say (in Lakhs.)	100.49

D

SUMMARY OF ESTIMATE FOR PROPOSED MUDRA ASHAN STAMBH, AYODHYA**DISTRICT: AYODHYA [U.P.]****[BILL OF QUANTITY]**

	DESCRIPTION OF ITEM	SOR/DS R NO.	Qty.	UNIT	APPLICABLE RATE	A/m
1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift, as directed by Engineer-in-charge	DSR 23 2.6	464.19 8	CUM	130.4625	60,560. 43
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	DSR 23 4.1.8	35.708	CUM	5006.82	1,78.78 3.53
3	Providing and injecting chemical emulsion for Preconstructional antitermite treatment and creating a chemical barrier under and around the column pitwall trenches basement excavation top surface if plinth filling junction of wall and floor along the external perimer of binding expansion joints, surroundings of pipes and conduit etc. complete (Plinth area of the building at ground floor only shall be measured as per I.S. 6313 (Part II 1981) Aldrine emulsifiable concentrate or any other approved material such as Hephthachlor or chlordan will be used. The rate of applications of chemical emulsion	SOR 21 CH-8	357.08	SQM	190	67,844. 25
3	Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources. Portland Pozzolana/Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the minimum specified cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. 4.20.1 All works upto plinth level : Concrete of M25 grade with minimum cement content of 300 kg /cum	DSR 23 4.20.1.4	79.38	CUM	6937.70	5,50,71 4.76
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.	DSR 23 5.22.6	9063.6	kg	79.26	7,18,46 9.31
5	As per the approved design, the Mudra Stambh shall be fabricated using fiber-reinforced glass with a thickness ranging from 8 to 12 mm, featuring UV protection. The structure will be supported internally by an MS (mild steel) frame and finished with two coats of golden paint. Each stambh will have a height of 11 feet and a base footprint of 3x3 square feet. Electrical Work (SITC): Each pillar will include the supply, installation, testing, and commissioning of the following: 8 nos. of IP65-rated, dustproof and water-resistant spotlights (9 watts each), upward facing, with a color temperature of 2700K-3000K. Complete electrical wiring including earthing, using 3-core 2.5 mm ² copper armored cable (including earthing), suitable for 3-phase connections from pillar to pillar. FRLS (Fire Retardant Low Smoke) underground wiring with appropriate protective measures. Each pillar will be equipped to handle an 80-watt	M.R	30	No	1,90,110.00	57,03,3 00.00

ED load along with the 8 spotlights and an individual MCB for safety, and any further changes

					19500	
	EXTERNAL LIGHTING PANEL-1					
	Supply installing testing & commissioning of out door type External lighting Panel (Distribution Panel) compartmentalised design, dust tight & vermin proof made out of 14 gauge M.S. sheet, stove powder coated complete as required with following incoming & outgoing as per detail below.					
	INCOMER					
	1 No. 32 A DP MCB, 10 kA breaking capacity.					
	1 No. 32 A TPN Contactor, Auto/Manual switch & Astronomical Watch Timers for 24 Hrs. setting					
	METERING & INDICATION					
	OUTGOINGS					
	6 Nos. 16A DP MCB					
	Provide the space in panel for provision of CCMS System And Energy Meter					
	ALL EQUIPMENTS AND ITEMS INSTALLED SHALL BE AS PER - U.P.PWD/CPWD APPROVED MAKE					
	Supply of EXTERNAL LIGHTING PANEL as described above. (TAKEN FOR(C)	DSR-2022/.3. 7/2.13(With factor- 0.789*. 973	30	SET	13794.0	413820
8	Supply and burring of Safe Earthing Electrode T-19 (Hot Dip Galvanized), Length up to 2000mm, outer pipe 50mm, inner pipe 25, terminal Dia 12 mm, outer GI pipe of 16 swg and inner GI pipe of 12 swg with Hot Dip Galvanization up to 100 micron filled with crystalline conductive mixture (CCM) having anti corrosive & conductive property with 50 kgs activated soil (BFC) capable of reducing the soil resistivity with good mixture of retaining capacity along with 30cm square C.I. frame with hinged cover & masonry husing (from electrode terminal to switch board, cost of 25 x 3 G.I. strip will be extra) Make: As approved in U.P. P.W.D., & C.P.R.I. Certified	SOR-2018/72 6/C	60	Nos	9580	574800.00
	TOTAL				82,68,292.28	

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7. GENERAL CONDITIONS OF CONTRACT (GCC)

General Provisions

1.1 Definitions

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

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Authorized Representatives

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



Labor Law

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

1.9 Taxes and Duties

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

1.10 Fraud and Corruption

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

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

1.11 Measures to be take

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

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

1.12 Limitation of Liability

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

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

1.13 Commencement, Completion, Modification and Termination of Contract

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 Clients 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.

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Termination

1 By the Client

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

1.1.2 By the Agency

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

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

2. Obligations of the Agency

2.1 Standard of Performance

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

2.2 Confidentiality

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created

independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

3. Obligations of the Client

3.1 Assistance and Exemptions

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

4. Good Faith and Indemnity

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

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

5. Settlement of Disputes

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

5.2 Amicable Settlement

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

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

5.3 Arbitration

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

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

5.4 Jurisdiction

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

TECHNICAL PROPOSAL - STANDARD FORMS

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

AD

Form TECH-1: Technical Proposal Submission Form

ation, Date]

To: [Name and Address of Client]

Dear Sir/Madam,

We, the undersigned, offer to provide 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 Technical Proposal and a Financial Proposal.

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

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

If our Proposal is accepted, we undertake to initiate the consulting services related to the assignment on a mutually agreed date.

We understand that 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: _____

RB

Form TECH-2: Applicant's Organization and Experience

1 A - Applicant's Organization

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

1.1.2 B - Applicant's Experience

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

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

Form TECH-3: Financial Qualification of The Applicant

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

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

Seal of auditor's Firm:

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



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

(Non-blacklisted on 100 RS Stamp Paper)

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: Name of project.....

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

We confirm that our company (full registered name of company), _____ is currently 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:

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Form TECH 5: Power of Attorney for Signing of Application

to be executed on Non-Judicial Stamp Paper of ₹100/- or such equivalent amount, duly attested by (Notary Public)

Power of Attorney

Know all men/women by these presents that 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 [Designation], as our lawful 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 but not limited to:

- Signing and submission of all documents
- Providing information/responses to the Ayodhya Development Authority
- Representing us in all matters before the Ayodhya Development Authority
- Generally dealing with 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 all such acts, deeds, and things done by our aforesaid attorney shall always be deemed to have been done by us.

For and on behalf of [Name of the Firm]

Authorized Signatory:

(Signature)

Name: _____

Title: _____

Address: _____

Accepted by:

(Signature of the Attorney)

Name: _____

Title: _____

Address: _____

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 applicable laws and the charter documents of the executant(s). When required, the same should be affixed with the common seal as per the prescribed procedure.
- If 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 this Power of Attorney.

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- Joint ventures/consortiums are not permitted. Any form of Joint Bidding Agreement shall not be considered valid for this application.
2. The execution of agreements shall strictly follow the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s). When required, the same should be affixed with a common seal in accordance with the prescribed procedure.
 3. Any agreement executed and issued overseas shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, for Applicants from countries that are signatories to the Hague Apostille Convention 1961, legalization by the Indian Embassy is not required if the document carries a valid Apostille certificate..

Financial form 1- Financial Proposal

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

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

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BANK GUARANTEE FORMAT

_____[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 in the said Contract that the Agency shall furnish you with a Bank Guarantee issued by a recognized bank for the sum specified therein as security for compliance with its obligations under the Contract;

AND WHEREAS we have agreed to provide such a Bank Guarantee on behalf of the Agency:

NOW, THEREFORE, we hereby affirm that we are the Guarantor and are 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. We undertake to pay you, upon your first written demand and without objection or argument, any sum or sums within the limits of _____ [Amount of Guarantee], without your needing to prove or justify your demand for the specified sum.

We hereby waive the necessity for you to demand the said debt from the Agency before presenting us with the demand.

We further agree that no change, addition, or modification of the terms of the Contract or of the Works to be performed thereunder, 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. We hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid until Twelve (12) months from the date of completion of the project.

Signature, Name, and Seal of the Guarantor

Name of Bank: _____
Address: _____
Phone No.: _____
Fax No.: _____
E-mail Address of Signing Authority: _____
Date: _____

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

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