



अयोध्या विकास प्राधिकरण
AYODHYA DEVELOPMENT AUTHORITY



अयोध्या विकास प्राधिकरण AYODHYA DEVELOPMENT AUTHORITY (E-Tender)

Request for Proposal
For
SITC Including Construction of 2.6 MLD STP Work for Vashishtha
Kunj Township
At
Firozpur Uperhar Lucknow Road,
Ayodhya

April: 2025

NIT No.Dated

Issued by:

Ayodhya Development Authority

Sh. A K Singh, Executive Engineer: +91 7388898909

E-mail: ycafd@qmail.com

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

Disclaimer:-

*SITC Including Construction of STP, Work for Vashishtha Kunj Township at Firozpur Uperhar
Lucknow Road, Ayodhya*

This Request for Proposal (RFP / TENDER) document for Construction of 2.6 MLD STP, Storm Water Drainage, Sewage & Water Supply Works with Boundary wall Work for Vashishtha Kunj Township at Firozpur Uperhar Lucknow Road, Ayodhya the contains brief information about the scope of work and qualification process for the successful applicant /Agency/Bidder/Contractor. The purpose of the RFP / TENDER Document is to provide the applicants (hereinafter referred to as applicant /Agency/Bidder/Contractor 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 / TENDER Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Ayodhya Development Authority (hereinafter referred to as "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 / TENDER Document.

The Authority reserves full right to change the terms and conditions in the RFP / TENDER and scope herein and/or terminate the RFP / TENDER 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.

1 General Information:

The Government of Uttar Pradesh (GoUP) envisions to develop Ayodhya as a global religious and tourism epicenter. The Ayodhya Development Authority ("ADA", "Client" or the "Authority"), under guidance from GoUP, is the nodal agency responsible for planning and undertaking development works in the Ayodhya Development Authority Area (ADAA) of ~875 Sq. km. ADA has undertaken and have also planned to initiate multiple projects of civil work, streetscape work, landscape work, water conservation works etc. and is envisaging to engage an applicant /Agency/Bidder/Contractor for "Construction of 2.6 MLD STP, Storm Water Drainage Sewage & Water Supply Works with Boundary wall Work for Vashishtha Kunj Township at Firozpur Uperhar Lucknow Road, Ayodhya

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

Key dates for this RFP / TENDER are as below:

- Last date of Submission of proposals:
- Date of opening of technical bid: **Next working day.**
- Date of opening of financial bid: **To be communicated later**

Contact details:

Ayodhya Development Authority

Sh. A K Singh, Executive Engineer: +91 7388898909

E-mail: ycafa@gmail.com

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

2- Data Sheet:-



**SITC Including Construction of STP, Work for Vashishtha Kunj Township at Firozpur Uperhar
Lucknow Road, Ayodhya**

1	Name of the Bid	SITC Including Construction of 2.6 MLD STP, Work for Vashishtha Kunj Township at Firozpur Uperhar Lucknow Road, Ayodhya.
2	Time-period of contract	16 months implementation
3	Method of selection	L1 of Financial bid after technical
4	Bid Processing Fee	Non-refundable fee of ₹ 5900.00 incl. tax/GST etc. The payments to be made in the form of RTGS/NEFT
5	Earnest Money Deposit (EMD)	Refundable amount of ₹ 11.46 Lakh The payments to be made in the form of RTGS/NEFT/FDR in favour of Secretary, Ayodhya Development Authority and no BG is allowed at this stage. Validity: EMD shall be valid for a period of 180 days from Proposal Due Date
6	Security Money Deposit (SMD)*	5 % of the contract value in form of Bank Guarantee (valid for 12 months). (New Deposit required) however if the tender goes beyond 10% below additional security deposit shall be demanded/required as per department norms
7	EMD and Tender Fee Exemption	Not allowed
8	Financial Bid and Technical Bid to be submitted together	Yes
9	Name of the Authority's official for addressing queries and clarifications	<ul style="list-style-type: none"> Sh. A.K. Singh, Executive Engineer: +91 7388898909 E-mail: vcafa@gmail.com
10	Account details	For Bid Processing Fee & EMD Link for online submission - https://emdada.ayodhya.in/loginWithotp
11	Proposal Validity Period	90 days from Proposal Due Date
12	Proposal Language	English
13	Project Cost	The indicative project value is as below ₹ 598.02 Lakh + GST extra as applicable
14	Proposal Currency	INR
15	Key Dates	
	Task	Key Dates
	Bid Start Date
	Bid End Date 05:00 PM
	Opening of Technical Bids	To be communicated
16	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
17	Consortium to be allowed (yes/ no)	No
18	JV to be allowed (yes/ no)	No
19	Bid System (No. of Covers-2)	This is Two BID Documents : <ul style="list-style-type: none"> First will be Technical Bid Second will be Financial Bid (Which will be accepted/opened only after pre-qualifying bid)

Note:-

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

3- Instructions To Applicants:

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A. General instructions

1. Number of Proposals and respondents
 - 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP / TENDER.
 - 1.2. Joint venture/Consortium is not allowed under this RFP / TENDER.
2. Proposal preparation cost
 - 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
 - 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

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

- 3.1. Notwithstanding anything contained in this RFP / TENDER, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Client reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP / TENDER while furnishing the required information/details.

4. Amendment of the RFP / TENDER

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

B. Preparation and submission of Proposals :

6. Language and currency

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation

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and evaluation of the Proposal, the English language translation shall prevail.

6.2. The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

7. Proposal Validity Period and Extension:

- 7.1. Proposals shall remain valid for a period of Ninety (90) 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 / TENDER 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. Site Visit:

- 9.1. Bidders must visit the Project Site and ascertain themselves for the site conditions, topography, hydrological and climatic conditions, extent and nature of work, laws, procedures and labour practices, availability of labour, material, machineries, fuel, water, electricity etc. and such similar information that may be necessary for preparation of the bid and entering the contract. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. Authority shall not be liable for such costs, regardless of the outcome of the Bidding Process.
- 9.2. The bidder has the flexibility to develop Project concept/design in line with project requirements stated in this document and Project Site condition without violating sanctity of the Project Site.

10. Submission of e-bid/Proposal:

- 10.1. 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 / TENDER published by the Client. Submission can be done till the Proposal Due Date specified in the RFP / TENDER. 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 / TENDER 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.
- 10.2. The Applicants have to adhere to the following instructions for submission:
 - 10.2.1. 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.
 - 10.2.2. 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/Proposalsubmission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should fist log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - 10.2.3. For successful registration of DSC on e-procurement website the Applicant 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 Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Client shall not be held responsible if the Applicant fails to submit

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- his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- 10.2.4. 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 offline" option available at the end of the view
- 10.2.5. tender details form. Before this, the Applicant should download the RFP / TENDER document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP / TENDER document in the PDF format.
- 10.2.6. After clicking the 'pay offline' option, 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 offline 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 the RTGS 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.
- 10.2.7. 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.
- 10.2.8. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 10.2.9. 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.
- 10.2.10. 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.
- 10.2.11. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

11. Submission of hard copy:

- 11.1. Only the final selected bidder shall submit the hard copy of their bid submission.

12. Deadline for submission:

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

13. Late submission :

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

14. Withdrawal and resubmission of Proposal :

- 14.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in/>. The Applicant should then select "My bids" option in the bid submission

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menu. The page listing all the bids submitted by the Applicant will be displayed. Click 'View' to see the details of the bid to be withdrawn. After selecting the 'bid withdrawal' option, the Applicant has to click 'Yes' to the message- 'Do you want to withdraw this bid?' displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the 'Submit' button. The Applicant has to confirm again by pressing 'OK' button before finally withdrawing his/her selected e-bid/Proposal.

- 14.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.
- 14.3. The Applicant can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in/>. The Applicant should then select 'My bids' option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click 'View' to see the detail of the e-bid to be resubmitted. After selecting the 'bid resubmission' option, click 'Encrypt & upload' to upload the revised e-bids documents.
- 14.4. The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 14.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

15. Selection of the Agency:

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

C. Proposal opening

16. Opening of Proposals

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

17. Confidentiality

- 17.1. 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.
- 17.2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation, and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

18. Tests of responsiveness

- 18.1. Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP / TENDER. The Proposals shall be considered responsive if:
 - 18.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.
 - 18.1.2. It contains all information as desired in this RFP / TENDER.



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18.1.3. Information is provided as per the formats specified in the RFP / TENDER.

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

18.1.5. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS/NEFT/FDR in favour **Secretary, Ayodhya Development Authority** of as specified in the Date Sheet of this RFP / TENDER.

18.1.6. 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.

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

19. Clarifications sought by Client

19.1. 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.

20. Proposal evaluation

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

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

21. Notifications

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

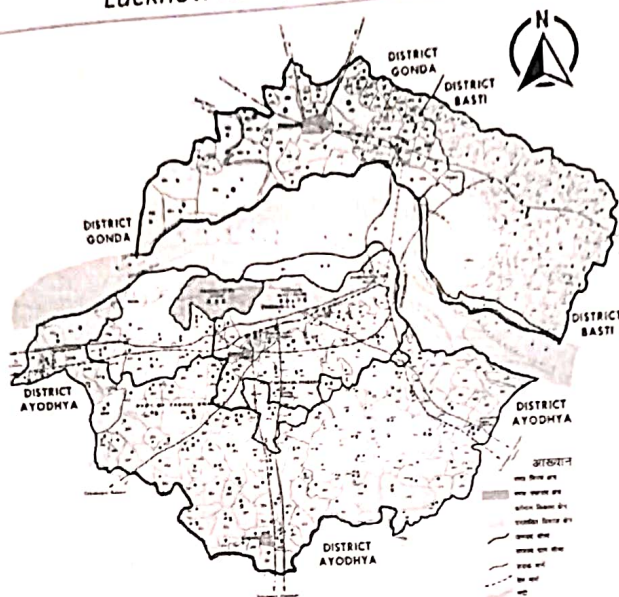
22- BACKGROUND

22.1 About 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.



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22.2 General Important Notes :

The tenderers are advised: -

- A. The Bidder is advised to visit the site and ensure the suitability of land for the proposed STP, Storm Water Drainage, Sewage & Water Supply Works for Vashishtha Kunj Township site and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather and insolation data, applicable laws and regulations, and obtain for itself on its own responsibility all information, as per their understanding, as may be necessary for preparing the Bid and entering into the Contract Agreement.
- B. To quote the rates strictly as per the language of Schedule G and tenderers should not quote or write any condition which is not required in Schedule G or anywhere in the document.
- C. To read carefully the specifications, terms and conditions, scope of work, work out their own quantities and rates from the drawing and site conditions before quoting the rates.
- D. To well acquaint themselves with the nature of work, the underground water table, the electrical lines or cable, Sub Station telephone lines or cable/data cable, irrigation minors, road, rail crossing & felling of trees and incoming drainage water flows through the alignment/area and should include in their rates sufficient allowances to meet all expenses to divert the flow of existing arrangements cable etc., strengthen the existing surface and sub-surface utilities which may get open during execution or any damages to water supply, sewer lines cables or any other structure during execution of work, as no claim shall be entertained on this ground after wards.
- E. To quote the rates as in Schedule G including supply of all materials, labor, T&P required for proper completion of work, whether clearly mentioned herewith or not. No extra claims shall be entertained on this account.
- F. Tenders with absurd rates are liable for rejection.
- G. i) No payment will be made for making the layout, construction of level pillars and removal of debris from the alignment and grass etc. for the proper execution of work. The successful contractor has to make the site workable at his own expenses, so they are advised to be acquainted them with site and make sufficient allowances in their rates to meet out these required/unforeseen expenses
 ii) Also, the contractor should include in his rates for diversion of drains, sewers, water lines, electrical/telephone/data cables/poles, minors, diversion of traffic, display of caution boards, arrangement of caution lights in the night, marking of level pillars etc. reinstatement of water pipe line, cleaning of side drain filled by excavated earth, reforestation etc., as mentioned elsewhere, for which no extra payment shall be made to the Contractor. The contractor should also make all arrangement for the safety of Public and Private Property for convenience of public at the time of execution of work. The contractor shall be responsible for damage done to any electrical/data/telephone cable, drains, sewer lines and water pipe line etc. and will pay to concerned department, the damage & repair charges for the same. If shifting of telephone, cable or water line etc. is necessary, he should inform the department well in advance. The correspondence (letters) shall be issued

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by AYODHYA DEVELOPMENT AUTHORITY, but contractor shall be responsible for early & timely approval in writing from the concerned department /company. No fees shall be payable by AYODHYA DEVELOPMENT AUTHORITY. (not the claims by department for damage done to their property during execution of works. No extension of time shall be admissible for unreasonable delay in seeking permission from the concerned department/company).

The contractor shall also hand over the works to client department or if required to local body (Ayodhya Development Authority) for which handing over note provided by the contractor shall be forwarded by the Ayodhya Development Authority and correspondence there to, on request of contractor, shall be made by Ayodhya Development Authority but the contractor shall be responsible for early & timely handing over of the works/scheme, as taking over certificate shall be issued by Engineer on receiving of appropriate handing over note.

- H. Alignment/route/plan of any part of proposed work may be changed as per direction of department during execution of work as per requirement of work. The department in this regard will entertain no extra claim.
- I. Execution of Ayodhya Development Authority /L.S.G.E. D/P.W.D./C.P.W.D. specifications, I.S. codes, CPHEEO Manual on Sewerage and Sewage treatment with latest amendment/ revisions shall be followed during execution of work/recording measurements and making payment.
- J. Stamp duty charge shall be borne by the tenderer as applicable at the time of award of the contract, presently as per notification of Government of Uttar Pradesh circulated vide notification no. 3636/Gyarah-2004-500(136)/2008 TC dated 3.7.2004.
- K. In case there is discrepancy among or any misinterpretation arises due to any clause/section/interpretation/meaning/technical specification/condition of contract/scope of work etc., then in this case decision of Department in favour of works for proper completion of works as required shall be final and binding to the bidders.

22.3 Background of the Project:

The Ayodhya has a warm humid subtropical climate with cool, dry winters from December to February and dry, hot summers from April to June. The rainy season is from mid-June to mid-September, when Varanasi gets an average rainfall of

896.2 millimeters from the south-west monsoon winds, and occasionally frontal rainfall will occur in January. In winter the maximum temperature is around 25 °C and the minimum is in the 7 to 9 degrees Celsius range. Fog is quite common from late December to late January. Summers are extremely hot with temperatures rising to the 40 to 45-degree Celsius range, the average highs being in the high 30s.

The AYODHYA DEVELOPMENT AUTHORITY has taken up the proposed work.

22.4 Location of Electrical Works:-

The proposed following site is to be executed in the premises of site, Ayodhya. Land is Available for the same in campus

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Brief Scope of Work:-

The Contractor shall ensure the technical feasibility of his Offer submitted after visiting the Site. the Contractor shall design and execute every such Item(s) of Work(s) which are considered required or necessary for the satisfactory completion and functioning of the entire Plant including Operation & Maintenance of the plant even if such Item(s) of Work(s) are not specified in the Bid documents, but are essential to complete the works. Design & Methodology should be Vetted by Govt. Department / Renounce Institute.

The Scope of Work includes but not limited to the following: (as per site requirement)

- 22.4.1 Design, Supply, Installation, Testing and Commissioning of Civil Works of Renovation/Upgrading of Construction of Sumps well & STP Works the selected bidder has to demonstrate assured performance of the station as specified in the bidding documents.
- 22.4.2 Land development to make the topography of the land generally flat & carrying out Geo- technical & Chemical study of soil for designing of foundation of Pumps.
- 22.4.3 Design, Supply, Installation, Testing and Commissioning of Civil Works of Renovation/Upgrading of Construction of

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Sumps well & STP Works keeping one transformer as per technical specification and state regulations.

22.4.4 All associated Electrical/civil works, including design and Engineering, required for Township Ayodhya.

22.4.5 3-month trial run of the STP, Storm Water Drainage, Sewage & Water Supply Works after successful commissioning, Trial Run and performance demonstration, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.

22.4.6

- The **detailed scope of work** is given in Section V: Technical specifications of this bidding documents.
- Arrangement of electricity for construction work will be provided by department limited to Suitable for Site only but all required material, safety and security is to be ensured by the bidder

The Bidders are to adopt the same nomenclature used for various units in their design report as used in the Tender documents.

Any other Items/units which have not been specifically mentioned in specifications but are necessary for construction of the Plant as per good engineering practice, safety norms and successful operation and guaranteed performance of the entire Electrical Work at Township shall be deemed to be included within Scope of Work and shall be notify by the Contractor to department and shall be arrange separately.

- The Bidders are advised to visit the Township site before quoting for the proposed Construction of STP, Storm Water Drainage, Sewage & Water Supply Works for Vashishtha Kunj Township at Firozpur Uperhar Lucknow Road, Ayodhya as the land available for proposed site is in a Running Civil Works and the bidder must ensure that the Civil Works will remain functional under complete execution of a fore said work.
- **Exterior Finishing of STP Building Shall be Exposed Brick work.**

The above works shall be completed within 09 months from the commencement date excluding 04-month trial run period

General Instructions to Bidders:-

22.4.7 Rates:

The quoted rate shall include supply of all materials, labor, 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 Schedule-G 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.

22.5 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.

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

23. Eligibility and Evaluation Criteria :

23.1 Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP / TENDER are not fulfilled. Each of the Pre-Qualification condition mentioned in RFP / TENDER is mandatory. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified. The Bidder must meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below: -

23.2 The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.

23.2.1 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

23.2.2 The bidder **must have experience** in providing similar services in India to the Government organizations/ departments/ Autonomous Bodies, within Seven (07) years.

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- 23.2.3 The bidder must have a minimum average annual turnover of 30% of during each of the last ~~Five~~ (5) Years ending on 31st March 2024 (in case of non-availability of audited financial statements, a provisional statement certified by CA may be provided for FY 2023-24) from India operations. The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. The Statutory auditor also needs to certify that the Bidder has positive Net worth in Five (5) consecutive financial years in last five financial years from the Proposal Due date of bid.
- 23.2.4 The Bid document fee and EMD as specified in the Data Sheet must be submitted.
- 23.2.5 The value of completed works shall be brought to the current price level by indexing the value at simple rate of 7% per year.
- 23.2.6 The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal. (Undertaking as per Form 6)

Note:-

Similar work and value shall be considered only of SITC Including Supply, Installation, Construction, commissioning of Construction of STP Works for Vashishtha Kunj Township at Firozpur Uperhar Lucknow Road, Ayodhya DEVELOPMENT AUTHORITY of Civil and E/M work combine in Government / Government Public Sector will be considered.

(If the bidder submits the certificate which has many works executed in one and in which the total value if coming from many component like building construction which is not pump house , ac work , internal wiring etc along with Sewage station work etc then the value of work only pertaining to BOQ asked for this tender shall be considered and those extra values shall subtracted like building construction which is not pump house , ac work , internal wiring and only net value shall be only taken for PQ and any other work which is not associated with the same work shall not be considered)

The "Technical & Financial Capacity Evaluation/Pre-Qualification bid" shall be evaluated on the basis of requirements given in NIT and in tender document. The financial bid of only those bidders, whose Technical & Financial capacity Evaluation bids found responsive/ qualified.

The evaluation and comparison of financial bid (however the department is/have free/right to make any decision in interest of work and can evaluate the bids on lowest rates basis of individual items / or in totality, as mentioned in schedule 'G' of project/ and reject any/ all bids without giving any explanation/reason what so ever) by Lowest Cost method (after PQ)

Definition of Contractor



- Here Contractor means under whose name tender fees is paid & EMD is deposited.
- Here in this bid all papers/licenses/ experience / authorizations /balance sheet (of minimum 5 years) etc. should be in the of name of Contractor only then shall be only considered.

24. Eligibility for the Bidders:

Application for pre-qualification will be evaluated under the following heads. The details of minimum qualifying criteria in these heads is given below-

- i. Technical Experience
- ii. Financial Standing / Experience
- iii. Past work Experience
- iv. Personal Capability
- v. Manufacturer authorization
- vi. Litigation History
- vii. Other Requirements

Contractor are required to furnish necessary data, documents, drawing and other particulars along with the application for prequalification, in support of their competence under above heads. Data/documents furnished should be true in all respects. On verification, if it is found at any stage that such data/documents are not true or concerned Contractor has attempted to conceal any unfavorable data, his application for tender will be rejected and he may be debarred form tendering in AYODHYA DEVELOPMENT AUTHORITY.

[Title]

Special condition for expose bricks-

- Exposed brick walls generally offer a high degree of fire resistance. Bricks themselves are non-combustible and can withstand temperatures up to 1200°C. While individual bricks are more fire-resistant than a brick wall, the wall as a whole can still achieve a significant fire resistance rating depending on its construction.

- A brick wall's fire resistance is also high, often achieving 4-hour fire-resistance rating.

Specialized Fire Bricks-

- Exposed bricks applications requiring even higher heat resistance, such as in furnaces or kilns, specialized refractory bricks (also called fire bricks) are available. These bricks are made from materials like fire clay, high alumina, or silica, and are designed to withstand extremely high temperatures and thermal shock.

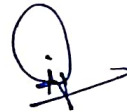
- While bricks are durable, the mortar and other components of the wall can be affected by heat and water. Regular inspection and maintenance are important to ensure the long-term fire resistance of a brick wall.

- * Various types like common clay bricks, sand lime bricks, and engineering bricks can be used. Facing bricks made of clay or shale are also suitable.

- * **Cement:** 43 grade OPC cement or PSC or PPC cement is recommended.

- * **Sand:** Graded, sieved, and washed sand should be used.

- * The bidder must initially submit a brick sample for approval by the Authority.



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24.1 Registration requirement of prime bidder must for any bidder (Must have) –

- Class A in our department / any housing Board of UP/ PWD/ and semi or government department

24.2 Experience:

The Contractor should have financial soundness, sufficient technical know-how and have successful complete the same nature of works in Government / Public Sector only during the last 07 years ending last day of the month previous to the one in which application is invited, as per details given below.

Design, Supply, Installation, Testing and Commissioning of Civil Works of Renovation/Upgrading of Construction of Sumps well & STP Works the selected bidder has to demonstrate assured performance of the station as specified in the bidding documents.

Definition of Similar Work:

Here work and value shall be considered only of Supply, Installation, Construction, commissioning of Sewage Pump Set, Electrical work along with its construction of RCC Sumps wall complete with Civil and E/M work combine in Government / Government Public Sector only will be considered.

24.2.1 Financial Experience of Similar Completed Works is Must for PQ

- One Similar successful Single order completed with civil work costing not less than the amount equal to 80% within 7 years.
- (Or)
- Two Similar successful Single orders completed with civil work costing not less than the amount Equal to 50% within 7 years.
- (Or)
- Three Similar successful Single orders completed with civil work costing not less than the amount Equal to 40% within 7 years.

24.2.2 Physical Experience must include the works of minimum 2/3rd capacity of maximum capacity proposed in scope of work/BOQ. is must for PQ

- The experience must include the successful completed works of minimum of 2/3rd capacity of STP i.e. (in this tender is) 1.7 MLD minimum of the tendered capacity of 2.6 MLD complete in all respect within 7 years.
- The experience must include the successful completed works of minimum of 2/3rd capacity of RCC Under Ground Tank i.e. (in this tender is) 9 lakh Liter minimum of the tendered capacity of 14 lakh Liter complete in all respect within 7 years.

Note:- As the tender of the all the work is one so work completed by tenderer should have experience of all the work in one certificate as the department has to judge the Contractor can do all the type of required work simultaneously thus no certificate with separate work shall be entertained.

Personnel Capability:

The Contractor should furnish the list of all personnel employed in the company (both technical and non-technical). The Contractor shall provide suitably qualified personnel to fill up the senior positions required during the execution of the job as given under. For each position the Contractor shall supply the relevant information as given in the form No.5 provided with the document.



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The Contractor shall supply the information for the following position with the details as specified below. The Contractor not supplying the information as given below shall be liable for disqualification. The selected Contractor will have to undertake an assurance to make available persons of following qualifications at site during construction.

S. No.	Position	Total years of Experience	Total years of experience in similar works	Minimum Qualification	Nos.
1.	General Manager	5	5	B.E. (Elec./Mech.)	1
2.	Graduate Engineer (E/M)	5	5	B.E. (E/M)	1
3.	Diploma Holder Engineer	5	5	Diploma (E/M/Ih)	2
4.	Diploma Holder Engineer	5	5	Diploma (Civil)	2

25. Equipment Capability:

25.1 The Contractor shall own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing equipment or other means) the key items of equipment in full working order and must demonstrate that base of known commitments. They shall be available for use in the design, supply, construction, installation, commissioning, 4 Months Trial- Run, the Contractor shall also list alternative equipment which the contracting agency shall propose to use for the contract work, together with an explanation / reasons and suitability of the said proposal. The information has to be supplied in the Form 6 for the construction of the plant within the stipulated period.

25.2 The list shall include equipment for heavy engineering works lifting, jacking, MS work, large excavation work and earth moving, well point equipment, Electrical Works and other T&P required for completing the above contract in time. The Contractor shall insert the list of key equipment based on the need of the job and performance criteria. The performance criteria shall also be stated with the list of the equipment available for the work. The equipment essential for timely completion of works shall be made readily available during the time frame to complete the work.

26. Financial Position: -

26.1 The Contractor shall demonstrate that it has access to and has available liquid Assets or unencumbered real assets or Line of Credit Rehabilitation (LOC), and other financial means sufficient to handle cash flow for works to be executed under this bid. Contractor should be financially capable to make each flow on works for at least 20% cost of tendered cost.

26.2 Turn-over:



The Contractor should have average minimum annual turnover of 30% of tender amount during last 3 years ending 31.03.2024. signed by CA including UDIN No.

26.3 Profit / Loss:

Net worth of Contractor should be positive on the date of bidding. And should be more than 30% of the bid value

26.4 Solvency Certificate:

The Contractor should a solvency of **40% of the Tender amount** as certified by his banker valid only for six months from the date of issue or concerning valid only for six months from the date of issue. A certificate of stations financial standing should be provided from the main BANKER. The Prime contractor / Contractor shall furnish the following information as part of his pre-qualification bid, along with the supporting documents.

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- 26.4.1 **Affidavit** circulated (Application Form)
- 26.4.2 **Bankers Certificate** regarding credit worthiness of the company from a Nationalized / Scheduled bank.
- 26.4.3 **Profile of Company**
- (a) Constitution of Company and Article of Association.
- (b) Nature of works being undertaken,
- (c) Registration with Government / Public Sector Undertaking
- 26.4.4 Contractor should have Class A Anumodit License from Director Electrical Safety U.P in its name only
- 26.4.5 Details of Key Engineering / Management Personnel with the company (Application Form-5 A).
- 26.4.6 GST registration certificate
- 26.4.7 All director/proprietorship Character certificate
- 26.4.8 Incorporation certificate.
- 26.4.9 Joint venture/Consortium is not allowed under this RFP / TENDER.
- 26.4.10 No Applicant shall submit more than one (1) Proposal, in response to this RFP / TENDER.
- 26.4.11 Joint venture/Consortium is not allowed under this RFP / TENDER.

a) LITIGATION HISTORY:-

- i. The Contractor shall provide accurate and correct information on any running / current litigation(s) or the past litigation(s) or the arbitration(s) resulting from the completed and / or under execution contracts by the Contractor over a period of past five (5) years till 30/6/2023. A consistent history of litigation against the Contractor or sub-contractor shall result in failure of the Contractor to bid for the said contract.
- ii. If ever the Contractor have been debarred, blacklisted by any Govt. Department, then Contractor shall furnish the complete details giving the reasons of blacklisting and thereafter final out-come of the dispute. The application/bid of any Contractor shall not be considered, who still is blacklisted or debarred by any Govt. Department.

b) Language

English should be the working language of the letter of application and pre- qualification document. In case the letter of application and / or pre-qualification document is issued in local language other than the working language the working language shall be the ruling language. The tender document and other relevant and associated documents shall be written in the working language.

27. EVALUATION OF TENDER (Only after the PQ qualification):

As required in tender document at various stage and Lowest Cost method (after PQ) shall be applied.

28. Payment Terms and Schedule: -

The overall period of the engagement of the agency shall be Nine months from the date of signing the contract (T), with the provision for extension based on requirement and mutual agreement (including duration, team-size, composition, etc.).

The Implementing Agency shall submit consolidated running (R.A.) bills to AYODHYA DEVELOPMENT AUTHORITY for the work completed during implementation stage.

29. Payment of GST:

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



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29.1 Site level Standards/Requirement/Agreement:

Assignment If Successful Bidder fails to render services in stipulated timeframe and as per schedule, AYODHYA DEVELOPMENT AUTHORITY, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar Agency to render similar services to complete project in stipulated timeframe.
Site level Agreement

The Site level to be established for the Services offered by the Successful Bidder to the AYODHYA DEVELOPMENT AUTHORITY. The Successful Bidder shall monitor and maintain the stated Site level to provide quality service to the AYODHYA DEVELOPMENT AUTHORITY.

The SLA parameters shall be monitored on a monthly basis as per the Onsite comprehensive (including all Hardware, Software, network cabling for all types of defects and problems) maintenance services shall be provided by the OEM during the period of warranty and Comprehensive Annual Maintenance Contract (CAMC). In case the supplier fails to rectify the problem within SLA including holidays then OEM shall be required to provide second level support, service to rectify the problem or replace the faulty system or part thereof. The performance of the system shall be measured, and applicable penalties shall be calculated and imposed on the contractor, in case the performance is below the defined thresholds.

Penalty for non-achievement of SLA Requirement (Implementation SLA) –

In case of failure / delay to complete the work/supply in time the penalty shall be levied @ 0.50% per week or part thereof of the total Contract Value subject to maximum of 5% of the total Contract Value.



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- i. if the rectification does not take place in Specified time and the problem still persists, the AYODHYA DEVELOPMENT AUTHORITY personnel along-with Engineer of the service provider will check & verify the faulty component/ equipment/hardware and the successful bidder is liable to replace the component/ equipment/hardware of same or higher specifications & same brand, which should be compatible with the existing hardware/software. For the purpose a show-cause notice will be issued to rectify the system in next 7 days otherwise the contract will be terminated, and the security amount will be forfeited. During the period of show cause notice penalty @ Rs.500 per day shall be imposed.
- b) Other Conditions
 - i. The Successful Bidder should comply with all applicable laws and rules of Government of India / Government of Uttar Pradesh/ Ayodhya Development Authority Guidelines.
 - ii. Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AYODHYA DEVELOPMENT AUTHORITY or its allied Offices.
 - iii. AYODHYA DEVELOPMENT AUTHORITY reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP / TENDER, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.
- c) Reporting Procedures
Agency representative shall prepare and distribute Site level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Site level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Authority management personnel as directed by Authority.
- d) Issue Management Procedures



This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Authority and Agency. Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at lower management levels.

e) Site level Change Control

i. General

It is acknowledged that this Site level may change as Authority's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- An issue management process for documenting and resolving particularly difficult issues.
- Authority and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

ii. Site level Change Process

The parties may amend Site level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. Agency's representative shall maintain and distribute current copies of the Site level document as directed by Authority. Additional copies of the current Site level shall be available at all times to authorized parties.

iii. Version Control / Release Management

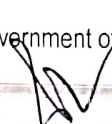
All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

29.1.1.1 GENERAL CONDITIONS OF CONTRACT (GCC)

1 General Provisions

1.1 Definitions

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

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

Works for Vashishtha Kuni

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- 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 AYODHYA DEVELOPMENT AUTHORITY whether performed or made by the Inspecting Officer or any Agency acting under the direction of AYODHYA DEVELOPMENT AUTHORITY.
- 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

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Authorized Representatives

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

1.6 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;
- 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



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otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Agency shall be considered as non-returnable and their cost as having been included in the contract price. Each package shall contain a packing note specifying the name and address of the Agency, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.

- b) **Marking:** The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: - The following particulars should be stenciled with indelible paint on all the materials/packages:

- Contract No:
- AYODHYA DEVELOPMENT AUTHORITY Name & logo:
- In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India

1.8 Labour 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 AYODHYA DEVELOPMENT AUTHORITY.

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.

1.10.2 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.

1.11 Limitation of Liability

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

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

1. Commencement, Completion, Modification and Termination of Contract

1.1 Effectiveness of Contract

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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 / TENDER or the Contract.

1.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP / TENDER or the Contract.

1.4 Modifications or Variations

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

1.5 Force Majeure

1.5.1 Definition

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

1.5.2 No Breach of Contract

The failure of a Party to 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 flood 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 flood-related risk.

1.5.3 Extension of Time

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

1.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

1.6 Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

1.6.1 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 2.6.1. 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).



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- 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 7 hereof.

1.6.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

1.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Agency:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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 Electrical Works 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. 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.

2.4 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.

3.2 Change in the Applicable Law Related to Taxes and Duties

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

4. Payments to the Agency

4.1 Professional fee and Payments

The total payment due to the Agency shall be governed by the Contract Price (as determined by the financial quote in the RFP / TENDER stage).

4.2 Terms and Conditions of Payment

Payments will be made to the account of the Agency and according to the payment schedule stated in Section 3.4. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Agency's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

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5. Good Faith and Indemnity

- 5.1 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.
- 5.2 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.

6. Settlement of Disputes

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

6.2 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 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.

6.3 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.

6.4 Jurisdiction:

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

8 Exit Management

a. Preamble

- i. The word „parties“ include the AYODHYA DEVELOPMENT AUTHORITY and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Management of SLA.
- iii. 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.
- iv. 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

- v. 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 AYODHYA DEVELOPMENT AUTHORITY 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 including its infrastructure.

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- vi. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the AYODHYA DEVELOPMENT AUTHORITY during the exit management period.
- vii. AYODHYA DEVELOPMENT AUTHORITY during the project implementation phase and 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- viii. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - All title of the assets to be transferred to AYODHYA DEVELOPMENT AUTHORITY 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 AYODHYA DEVELOPMENT AUTHORITY.
 - That the products and technology delivered to AYODHYA DEVELOPMENT AUTHORITY during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of AYODHYA DEVELOPMENT AUTHORITY. Supplied hardware, software & documents etc., used by selected bidder for AYODHYA DEVELOPMENT AUTHORITY shall be the legal properties of AYODHYA DEVELOPMENT AUTHORITY.
- c. **Cooperation & Provision of Information during Exit Management Period.**
 - The selected bidder/ bidder will allow AYODHYA DEVELOPMENT AUTHORITY 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies to assess the existing services being delivered.
 - The selected bidder/ bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Management of SLA and SOWs relating to any material aspect of the services provided by the selected bidder. AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by AYODHYA DEVELOPMENT AUTHORITY 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies the following:



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- Documentation relating to Intellectual Property Rights;
- Project related data and confidential information;
- All current and updated data as is reasonably required for purposes of AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by AYODHYA DEVELOPMENT AUTHORITY 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies, or its replacement operator (as the case may be).
- Before the expiry of the exit management period, the selected bidder shall deliver to AYODHYA DEVELOPMENT AUTHORITY 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 operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies, or its replacement operator.
- Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies, and/ or any replacement operator 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies or its replacement operator and which the operator 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 AYODHYA DEVELOPMENT AUTHORITY 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, the

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Operation and Management SLA and SOWs.

- A detailed program of the transfer process that could be used in conjunction with a replacement operator 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 AYODHYA DEVELOPMENT AUTHORITY 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies, and Replacement Operator 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 AYODHYA DEVELOPMENT AUTHORITY or its nominated agencies.
- In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- 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 operator during the transition period.

32 Site Specific Requirement

The Bidder shall take care of the following while installation of equipment's, hardware and other project components at the Project Site:

- a. Cabling should be made underground and properly concealed. Only minimum digging should be undertaken for laying cables. In any way no damage should be caused to any part of the Kund or surrounding area while laying cables.
- b. Location for any installations e.g. Electrical Works, light fixtures, transformer, switch room, etc., should be planned in such a way that it should not have visual impact on aesthetic of the kund and the Surya temple. These installations should be away from the structures and duly camouflaged.
- c. Electrical Works should be suitably camouflaged by both design and vegetation, and in no way, it shall visually impact view of the temple and Kund and its aesthetic.
- d. Control room, switch room, etc. should be adjusted in existing control room or any structure provided by AYODHYA DEVELOPMENT AUTHORITY. No new construction is allowed.
- e. The work has to be executed in close coordination and supervision of AYODHYA DEVELOPMENT AUTHORITY officials.



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33. 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	Description of the Approach, Methodology and Work Plan for performing the Assignment
TECH-4	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-5	Format for presentation
TECH-6	Self Declaration of Non-Blacklisting
TECH-7:	Undertaking on Authenticity of Equipment
TECH-8:	Manufacturer's Authorization Form (MAF)
TECH 9:	Experience relating to Operation, Maintenance and Management (O&M) of Similar Works
TECH 10:	Component Offered – BoM
TECH 11:	Bid capacity
TECH 12:	Site Visit Certificate

To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = $(A \times N \times M - B)$

Where

A = Maximum value of Electrical engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = M is taken 2.5

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

(i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

(iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

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34. Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To:

Dear Sir:

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 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: _____

35. Form TECH-2: Applicant's Organization and Experience

i. A - Applicant's Organization

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

ii.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:	Duration of assignment (months):
Country:	
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 Agency's, 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:	

b. Form TECH-3: Financial Qualification of The Applicant

Sr. No.	Financial	Annual Turnover	Net profit
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	Year		
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)

c. Form TECH-6: Self Declaration for Backlisting

(Non-blacklisted in company Letter Head)

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: Declaration of non-blacklisting for response to the RFP / TENDER for selection of Construction of STP, Storm Water Drainage, Sewage & Water Supply Works for Vashishtha Kunj Township at Firozpur Uperhar Lucknow Road, Ayodhya.

Ref: RFP / TENDER 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: _____

d. TECH-7: Undertaking on Authenticity of Equipment



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(To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)

To,

Secretary Ayodhya Development Authority

Civil Lines, Kosi Parikrama Road,

Ayodhya,

Uttar Pradesh-224001

Reference: RFP / TENDER No.; Dated:

This has reference to the items being supplied/ quoted to you vide bid ref.no. dated .

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ secondhand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ blacklist us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing authority should be no lower than Company Secretary of the OEM/bidder of equipment.



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e. TECH 8: Manufacturer's Authorization Form (MAF)

(To be submitted in OEM Letterhead at the submission of Bid)

Letter No.

Date.....

To,

Secretary Ayodhya Development Authority
Civil Lines, Kosi Parikrama Road,
Ayodhya,
Uttar Pradesh-224001

RFP / TENDER Ref No:

Subject: Authorization Letter for supply of

Dear Sir,

This has reference to subject matter and we hereby authorize, to quote for
..... Make for following Products for the above mentioned NIT. For

We hereby confirm that we shall provide all the technical assistance to them during the execution of the contract.

Yours faithfully, (Name)
Seal



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f. TECH 9: Experience relating to Operation, Maintenance and Management (O&M) of Similar Works
(to be submitted separately for each O&M project of Similar Works by the bidder)

Sr. No.	Particulars	Details
1.	Name of Project (Similar Work) & Location	
2.	Project Description	
3.	Project Cost/ Value of O&M Works (Rs.)	
4.	Name of Client	
5.	Project Duration (for O&M Works)	Start Date: ----- End Date: -----
6.	Status (Completed/ Ongoing)	
7.	Copy of Work Order	
8.	Copy of Completion Certificate issued by the Client	

a) Bidder shall submit details of experience relating to Operation, Maintenance & Management (O&M) of Similar Works strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility.

b) Authority reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/ certificates submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

g. TECH 10: Component Offered - BoM

(To be filled by the bidder and submitted in Company Letter Head duly signed by Auth. Sign.)

Please fill the following table for all components as mentioned in the Bill of Material and as quoted/ proposed by the bidder as a part of the overall solution. Also, please include the Compliance/ Deviation Sheet as per the details mentioned in the Section 5.8 - Technical Specifications for all the components and for any other Item offered/ included as a part of the solution.

Sr. No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	
2.		{Item No. xx}	
3.		{Item No. xx}	
4.		{Item No. xx}	



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36. FINANCIAL PROPOSAL:

a. FORM FIN-1: Financial Proposal Submission form

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: (Insert name of the consultancy)

Dear Sir,

1. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Site level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties/GST as mentioned in the financial bid (BoQ). I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP / TENDER.
3. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP / TENDER document.
4. I/ We have examined and have no reservations to the Bidding Documents, including any Corrigendum/addendums issued by AYODHYA DEVELOPMENT AUTHORITY;
5. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
6. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP / TENDER.
7. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period
8. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
9. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
10. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP / TENDER document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP / TENDER document.

Yours sincerely,

Signature and Name of the Authorised Person

NAME OF THE APPLICANT AND SEAL



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APPLICATION FORM - 11
Structure & Organization

1. The applicant is
an Individual
a proprietary firm
a partnership firms
a limited company or corporation
any other (please specify)
2. Attach the Organization Chart showing the structure of the Organization including the name of the Owners / Directors and position of the Officers.
3. No. of years of experience as firm shouldering major responsibility.
4. No. of years the organization has been in business of similar work under its present name and style areas if business when the organization was established.
New areas of business added to the organization and the year when added
5. Name of the project wherein the organization was required to suspend the construction and / or erection works for more than six months continuously after commencement. Please state the reasons therefore and the present status.
6. Name of the projects wherein the organization was required to suspend the operation and maintenance works for more than six months continuously after commencement. Please state the reasons therefore and the present status.
7. Name of the projects that the organization was required to abandon after award and the reasons therefore.
8. Areas of specialization and interest in civil engineering construction.
9. Details of experience in modern concrete technology for execution and quality control.
10. Details of experience in using heavy earthmoving equipment.

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**APPLICATION FORM - 12
General Experience Record**

Name of Applicant Firm:

The Applicant is requested to supply information regarding the annual turnover of the contractor, in terms of the amounts billed to clients for each year for last Five years of works in progress or completed.

Applicants are requested not to enclose Firm's publicity material with the applications as such material will not be taken into account for evaluation.

S. No.	Annual turnover data (construction only)- Year	Annual turnover - In crores	Reference of support document
1	2021-22		
2	2020-21		
3	2019-20		
4	2018-19		
5	2017-18		

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**APPLICATION FORM - 13
Particular Experience Record**

Name of Applicant Firm:

The Applicant is requested to list all contracts undertaken during the last 5 years that are of similar nature, complexity and value as the contract for which the Applicant wishes to qualify. The information is to be summarized, using the format shown below, ensuring that the amounts and periods of contracts mentioned are consistent with those specified in the qualifying requirements specified in the Pre-Qualification Document.

Use a separate sheet for each contract.

Please enclose copies of Work Orders / Letters of Intent / Completion Certificates for all the contracts mentioned herein.

1.	Name of Contract
2.	Name and Address of Employer
3.	Nature of work and special features relevant to the contract for which the Applicant firm wishes to pre-qualify.
4.	Details of Equipment deployed.
5.	Contract role (tick one) <> Sole Contractor <> Subcontractor
6.	Value of the total contract Value of portion allotted to Applicant Firm.
7.	Date of award
8.	Date of completion <> Scheduled <> Actual
9.	Contract duration (years and months) <> Schedule Years months <> Actual Years months
10.	Completion achieved as on or before 30.09.2016 <> Value <> Physical progress
11.	Give details of annual record in respect of earthwork, hard rock excavation and concreting in water-retaining structures and specify name of work and year.
12.	Name and professional qualifications of Applicant's Executive Engineer, for the Works.
13.	Details of penalties, fines, stop-notices, compensations, liquidated damages imposed, if any.

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APPLICATION FORM - 14

Current Contract Commitments / Works In Progress

Name of Applicant Firm:

The Applicant is requested to provide information on the Firm's current commitments under all contracts that have been awarded or for which a letter of intent and acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificates has yet to be issued.

Name of contract	Name & Address of the client	Brief Scope	Date of award / commence emend	Contract value	Stipulated completion date	Percent completion achieved as on 31.01.2018	Value of outstanding work	Estimated completion date
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

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APPLICATION FORM – 15

Personnel Capability

The Applicant is requested to provide the names of at least two candidates qualifying the specific positions that according to the Applicant are essential to contract implementation and for positions mentioned in the Pre-Qualification Document.

Please supply the candidate data on separate sheets using the format of Form 5.

Name of Applicant Firm:	
1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4	Title of position
	Name of prime candidate
	Name of alternate candidate

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APPLICATION FORM - 16

Candidate Summary

(Managerial / Technical Positions Only)

Name of Applicant Firm:		
Position	Candidate <> Prime <> Alternate	
Candidate Information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualifications	
Present employment	4. Name of Employer	
	Address of Employer	
	Telephone / Mobile	Contact (manager / personnel officer)
	Fax	E-mail
	Job title of candidate	Years with present Employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	To	Company / Project / Position / Relevant technical and management experience

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APPLICATION FORM – 17

Equipment Capability

Name of Applicant Firm: _____

The Applicant shall provide adequate information to demonstrate that the Firm has the capability to meet the requirements for all items of equipment required for timely completion of the Project.

Item of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
Source	6. Details of current commitments	
	7. Indicate source of the equipment <> If Owned Date of purchase <> Rented <> Leased <> Specially manufactured	

Omit the following information for equipment owned by the Applicant.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	E-mail
Agreement	Details of rental / lease / manufacture agreements specific to the Project	

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APPLICATION FORM - 18

Financial Capability

Name of Applicant Firm:

The Applicant should provide financial information to demonstrate that the Firm meets the requirement stated in the Pre-Qualification Document. If necessary, use separate sheets to provide complete banker information. Please attach a copy of the audited balance sheets / financial statements / tax returns.

Banker	Name of Banker		
	Address of Banker		
	Telephone	Contact name and title	
	Fax	E-mail	

Summarize actual assets and liabilities for the previous 5 years. Based upon known commitments, summarize projected assets and liabilities for the next two years.

Financial Information	Actual: Previous 5 years				
	1.	2.	3.	4.	5.
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Profit / Loss before taxes					
6. Profit / Loss after taxes					

Please also specify proposed sources of financing to meet the cash flow demands of the project, net of current commitments specified in the Pre-qualification application.

Source of financing	Amount
1.	
2.	

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APPLICATION FORM - 21
(Sample)

CERTIFICATE OF PERFORMANCE REPORT
Letter No. / / Dated

This is to certify that M/s
..... has successfully completed and commissioned the.....
..... work as Prime Contractor. Details of works are as follows: -

1. Contract Bond No. :
2. Name of Work. :
3. Date of Start of Contract :
4. Date of Completion of Contract :
5. Completion Cost of Work. :
6. Works executed (Manufacturer/Supplier Firm)
(i) Construction of Solar Plant (Capacity) :
- (ii) Operation and Maintenance (time Period) :
7. Other Works. :
8. Any other remark :

(Authorized Signature) Client Department

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SITE VISIT CERTIFICATE
(TO BE FURNISHED WITH PART 1 "TECHNICAL BID")

Name and address of the bidders.....

Ref.no. of tender:

date

I have seen the premises (.....) and I am completely
aware of the nature and quantum ofto be carried out.

Signature with Seal(Bidder/Bidders representative)

The above mentioned bidders has visited the site to assess the scope of work