



अयोध्या विकास प्राधिकरण

AYODHYA DEVELOPMENT AUTHORITY



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Request for Proposal (RFP)

for the Selection of an Agency for Waterproofing the Roofs of Bungalow Nos. 09 and 10 using
Drythene Waterproofing.

Issued by:

AYODHYA DEVELOPMENT AUTHORITY

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

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1. DATA SHEET

1	Name of the Project	RFP for the Selection of an Agency for Waterproofing the Roofs of Bungalow Nos. 09 and 10 using Drythene Waterproofing.
2	Duration of the Assignment	The duration of completion of Project is two (02) months. The VC, ADA reserves the right to terminate the tender process at any stage before the award of work, without any prior notice and cause at their sole discretion.
3	Estimated Cost	INR 14,38,887.18/- excluding GST.
4	Bid Processing Fee	Non-refundable fee of INR 5,900/- including GST. The payments shall be made through given link/portal https://emdada.ayodhyada.in/loginWithotp
5	Earnest Money Deposit (EMD)	EMD shall be INR 43,165/- The payments to be made through https://emdada.ayodhyada.in/loginWithotp (Online mode) in favor of Secretary A.D.A. Validity: EMD shall be valid for a period of 180 days from Proposal Due Date.
6	Bank Guarantee	5% of tendered cost in the form of Bank Guarantee from any Nationalized/Scheduled Bank which shall remain valid up to defect liability period.
7	Name of the Authority's official for addressing queries and clarifications	Secretary, Ayodhya Development Authority Ayodhya, Uttar Pradesh-224001 Telephone: +91-7355541575 E-mail: vcafda@gmail.com
8	Account details	ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran Account Number: 029005501009 IFSC code: ICIC0000290
9	Proposal Language	English
10	Proposal Currency	INR ₹
11	Consortium / JV to be allowed	Not Allowed
12	Date & Timeline	As per N.I.T.



Note:

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

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

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

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



2. INSTRUCTIONS TO APPLICANTS

General instructions

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

Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

3.1 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

3.2 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. The Client shall endeavor to respond to the queries within the period specified therein but no later than 3 (three) days prior to the Proposal Due Date. The Client will post the reply to all such queries on the Official Website.



3. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this shall be construed as obliging the Client to respond to any question or to provide any clarification.

3.3 Amendment of the RFP

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

2.2.1 Language and currency

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

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's

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consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

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

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any

Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

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

2.2.5 Deadline for submission



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

2.2.6 Late submission

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

2.2.7 Withdrawal and resubmission of Proposal

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



- e. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- f. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 1. At any time, a material misrepresentation is made or uncovered, or
 2. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - a. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
 - b. Bidders are hereby informed that any technical bids containing financial bid information will be summarily rejected. Bidders are strictly instructed to ensure that financial bid details are not included in the technical proposal submission.

2.2.9 Selection of the Bidder

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

2.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date and time will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their



technical scores will be read out. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

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

2.2.12 Tests of responsiveness

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

2.2.13 Clarifications sought by Authority

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

2.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.

2. The Proposal containing the Technical Details in Clause 4.3 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.2.15 Earnest Money Deposit

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

2.2.16 Award Criteria

1. The contract will be awarded to the L1 bidder (lowest bidder) as per the evaluation criteria outlined in this RFP.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

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

2.2.18 Performance Security

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

3. SCOPE OF WORK

1. Project Overview

The objective of this Request for Proposal (RFP) is to invite qualified and experienced agencies to submit proposals for undertaking the waterproofing of the roofs of Bungalow Nos. 09 and 10. The waterproofing work shall be carried out using Drythene Waterproofing or an equivalent approved system, with the aim of ensuring long-term protection against water seepage and enhancing the structural durability of the buildings.

2. Objectives

The primary objective of this Request for Proposal (RFP) is to engage a competent and experienced agency for carrying out comprehensive waterproofing of the roofs of Bungalow Nos. 09 and 10. The waterproofing shall be executed using Drythene Waterproofing or an equivalent system, with the goal of preventing water ingress, protecting the structural integrity of the buildings, and ensuring long-term durability and performance.

This initiative aims to:

- Eliminate existing water leakage issues.
- Enhance the lifespan of the roofing structures.
- Minimize maintenance requirements and associated costs.
- Ensure high-quality workmanship and adherence to industry standards.

The selected agency will be expected to provide end-to-end services, including surface preparation, material supply, application, and post-completion inspection and warranty coverage.

3. Scope of Work

SPECIAL CONDITIONS FOR WORK

All the work shall be carried out as per detailed C.P.W.D., U.P.P.W.D., U.P. JAL NIGAM, U.P. POWER CORPORATION LTD., M.O.R.T.H. (Road Wing) specifications for road and bridge work (third revision 1995) as the case may be, latest circulars and instructions issued time to time as per Instructions of Engineer-in-charge and other inspecting officers.

EXTENT OF CONTRACT

The Contract comprises construction and completion of the specified job and the provisions of all labour, materials, T&P etc. and transport, temporary works etc. whether of temporary or permanent in nature required for the construction, completion and maintenance of the work.

INSPECTIONS OF THE SITE

The tenderer (s) must inspect and examine the site of work and its surroundings and satisfy himself/themselves before submitting his/their tender. He/they has/have to make sure of the positions of quarries and availability of required material from quarries mentioned in the specifications, topography of the site availability of labour and material and other amenities before tendering. No claim for additional work or extra work due to any of the above will be allowed.

ENTRIES IN TENDER



A All entries by the tenderer should be in one ink and one hand/on prescribed bill of quantity only. Erasers and overwriting are not permissible. All corrections should be neatly written and signed by the tenderer. Rate should be written in figures as well as in words. In case there is any variation, lower rate shall be treated as Tender rate.

CONDITIONAL/INCOMPLETE TENDER

Conditional, incomplete, unsigned tenders will not be considered. Only those bidders who supply necessary proof/documents of possession of the required equipment's in their bids should be considered as responsive for further evaluation.

ADDRESS OF CONTRACTOR

The contractor shall give his full permanent postal address. The postal receipt of the letters sent to him on this address shall be considered sufficient proof that they have been delivered to him.

ACCEPTANCE OF TENDER

The department shall have the right to accept or reject any or all the tenders or part thereof, without assigning any reason to contractor and no claim whatsoever shall be entertained on this account.

SIGNING OF TENDER DOCUMENTS

Contractor shall sign each page of tender documents before offering his tender and required stamp duty on the contract deed will be borne by the contractor.

COPY OF CONTRACT

On request, the Executive Engineer may furnish the contractor with a copy of the contract.

TIME OF COMPLETION

The time of completion as shown in this tender is for completion of the entire work.

EMPLOYMENT OF LABOR

The contractor shall submit a daily report to the Engineer-in-charge regarding the total labour employed by him for the work and shall be bound to pay wages which shall not be less than the wages fixed under Minimum Wages Act.

LINE AND LEVELS

The contractor shall be solely responsible for setting out the works and for the correctness of the position, levels, dimensions and alignment according to the specification and shall provide all necessary assistance, instruments, pegs, sticks, poles and other materials, required for the purpose. The tender rates shall be deemed to include all this.



PROGRAMME AND RETURNS TO BE FURNISHED

As soon as practicable, but not later than 7 days after the acceptance of his tender, the contractor shall submit to the Engineer-In-Charge for his approval, a time schedule to carry out works. The contractor shall whenever be required by the Engineer-in-charge, furnish for his information arrangements for carrying out the work. The submission to and approval by Engineer-in-charge of such program or furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contracts. In addition, the contractor shall have to furnish returns of work done by him, as may be directed by the Engineer-in-charge from time to time.

EXECUTION

The contractor shall have to execute various item of works strictly according to the order and time schedule approved by the Engineer-In-Charge. Materials will also be tested as per required frequency of tests.

TECHNICAL STAFF AT SITE OF WORK

The contractor shall have to employ full time technical staff and other supporting staff for supervision of the work. Name of the technical staff employed by the contractor shall be intimated in writing to the Engineer-in-charge. Any change of technical staff during the execution of work should be intimated immediately in writing to the Engineer-in-charge.

SITE OFFICE

The contractor shall establish and maintain a site office under his authorized representative/technical staff. All relevant documents shall be kept in the site office

SITE ORDER BOOK

A site order book shall be maintained at the site of work in which instructions shall be given to the contractor as and when necessary. These instruction/orders, shall have to be signed and complied by the Contractor or his authorized representative. The entries in 'Site Order Book' shall be treated as proper notice serving upon the contractor in terms of his contract.

LIGHTING ARRANGEMENT

The contractor shall make his own arrangement for lights during the fag end of the day in case the work is likely to be delayed due to unavoidable circumstances.

TRAFFIC CONTROL

The contractor shall take all measures necessary for the safety of traffic during execution of work and shall provide, erect and maintain such barricades, reflective signs and caution boards, making flags, lights flagmen as necessary or as directed by the Engineer-in-charge for smooth and safe flow of traffic

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during execution or work. The contractor shall ensure to proper maintenance of pattries in 2.5m. width during execution of the bituminous work and it shall be kept always damp by regularly watering to avoid nuisance. In case of any causality taking place at the work site, the contractor shall be solely responsible for payment of any compensation etc. to the aggrieved party.

SUSPENSION OF WORK

The contractor on the written order of the Executive Engineer/Assistant Engineer shall suspend the progress of the works or any part thereof, for such time and in such manner as may be considered necessary and during such suspension shall properly protect and secure the work as far as necessary in the opinion of the Executive Engineer. Nothing extra shall be paid to the contractor if such a suspension is necessary for proper execution of the work by reason of weather or by some default or the contractor or necessary for safety of the work or any part thereof

SAMPLES

Contractor shall make laboratory with sufficient arrangement of testing facilities, appliances and laboratory technicians etc. at site and shall always co-operate in procurement of samples, conduction tests, as may be directed and no extra payment shall be made for them. Test samples shall be taken carefully in accordance with the 1.5.1. method of sampling, no plea shall be entertained on this account. Job Mix Formula for B.M. and S.D.C. shall be done from any reputed authority by the contractor on his cost.

TESTING MATERIALS

All materials and workmanship shall be of the respective kind described in the contract and in the accordance with Engineer-in-charge instructions and shall be subjected from time to time to the testes mentioned under specifications. The contractor shall provide such assistance, labour and materials as are normally required for examining measuring and testing of the works and quantity weight or quality of materials used and shall supply materials, sufficiently in advance for testing as mentioned under specifications. The materials used subsequently for execution of the work shall strictly conform to the quality and sample approved. Necessary test for which facilities are not available locally or at site shall be conducted in the nearest available government controlled

Laboratories/Research Institute, Lucknow or any other reputed technical institution. Cost of such testing and forwarding of sample to the laboratory etc. shall be borne by the contractor and nothing extra shall be paid on this account. Regular quality control test registers shall be maintained by the contractor.

ROYALTIES AND TAXES ETC.

The contractor shall pay all royalties, license fee, other charge at quarry, octroi duties, custom duties, toll taxes, trade tax and any other local taxes as may be levied. No passes for octroi or toll levied by local bodies on toll bridges shall be issued by the Department. Rate shall inclusive of the same. Nothing

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extra shall be paid due to fluctuations in the cost of materials, machines, bitumen, P.O.L., labour and all types of taxes etc

COMPLIANCE WITH LOCAL BYE LAWS

The contractor shall throughout the continuance of the contract and in respect of all matters arising out of performance thereof, conform with all required regulating and bye-laws of the local or other authorities which may be applicable to the works.

ROAD TRANSPORT

The contractor employing motor vehicles for transport of material shall abide by provisions of the Motor Vehicles Act.

DAMAGES BY RAINS, ACCIDENTS OR NATURAL CALAMITIES

No payment will be made to the contractor for damage caused by rains, accidents or other natural calamities during the progress of work. No claim whatsoever shall be entertained on this account.

DEFAULT OF CONTACTOR IN COMPLIANCE

Constant defiance of the instructions of Engineer-in-charge on the part of the contractor or his authorized agent will make the contract will liable to be terminated.

CLEARANCE OR SITE ON COMPLETION

The contractor shall at all times keep the premises free from accumulated waste materials or rubbish caused by his employees on the works and on completion of the work, he shall clear away and remove from site all surplus materials, rubbish and temporary work of any kind and fill up borrow pits dug by him. He shall leave whole of the site and work clean and in a workmanlike condition to the entire satisfaction of the Engineer-in-charge.

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6. ELIGIBILITY AND EVALUATION CRITERIA

6.1 Technical Qualification

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

#	PREQUALIFICATION CRITERIA
1	The bidder may be a Company incorporated under the Companies Act, 1956/2013 or partnership or proprietor and should furnish certificate of incorporation/or partnership firm/or proprietorship firm. The bidder must be a single entity. Registration certificate should be submitted for the same.
2	Bidder must have a valid Goods and Service Tax (GST) registration in India. The bidder is required to submit a true copy of its Good and Service Tax (GST) registration certificate along with PAN card. (Pan Card and GST)
3	Character certificate of the proprietor/ all partners/ all directors issued by DM/Competent authority.
4	The Bidder must have a minimum of 3 years of experience (2021-22, 2022-23 & 2023-24) in similar works anywhere in India. The Bidder shall enclose CA certified turnover certificate with UDIN no.
5	The Bidder shall submit the proof of payment of Bid processing fees and EMD.
6	<p>The Bidder shall have minimum 3 years of experience in similar works* anywhere in India At least 1 similar work with minimum 80% of the estimated cost (Successfully completed during previous 3 (three) financial years ending on 31st March 2024) OR At least 2 similar works with minimum 50% of the estimated cost (Successfully completed during previous 3 (three) financial years ending on 31st March 2024) OR At least 3 similar works with minimum 40% of the estimated cost (Successfully completed during previous 3 (three) financial years ending on 31st March 2024)</p> <p>Documentary proof (Photo manuals of similar work along with work Order and Completion Certificate from the client to be submitted.) *Similar works means work of Supply, installation, and commissioning of Building Construction/Multistorey Building Construction.</p> <p>Note: Documentary proof, including work orders, completion certificates, and project photos, must be submitted. Experience from Joint Ventures/Consortiums will not be considered.) (Details to be submitted on Form Tech 2). * Only experience from Municipal Corporation/ ULB/ Development Authority/ Smart City/ Central & State Government PSU & Department will be considered.</p>
7	Financial Capacity: The Bidder must have a minimum average annual turnover of ₹10 Lakhs as a single entity during the last three financial years (2021-22, 2022-23 & 2023-24) from India operations. The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. The Statutory auditor also needs to certify that the Bidder has positive Net worth in three (3) consecutive financial years from the Proposal Due date of bid. (Details to be submitted on Form Tech 3)
8	The Bidder must have a positive net worth for the last three consecutive financial years. This must be certified by a statutory auditor, confirming no financial losses. Duly attested certificate from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years.
9	The Bidder must not have been blacklisted, debarred, or terminated by any Central/State Government, Statutory Authority, Public Sector Undertaking (PSU), or Urban Local Body (ULB) as of the bid submission date. A declaration must be submitted on a ₹100 Non-Judicial Stamp Paper.

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

6.2 Financial Evaluation

Only bidders who meet the technical eligibility criteria will proceed to the financial evaluation stage. The selection will follow the L1 procedure as outlined in this RFP.

- The total quoted cost in the Financial Bid format will be considered for evaluation.
- The bidder with the lowest quoted price (L-1) will be ranked first, followed by the second-lowest (L-2), third-lowest (L-3), and so on.
- The contract will be awarded to the L1 bidder based on the lowest total cost.

Important Note:

The Financial Bid must not be submitted along with technical documents. It should be uploaded separately in the Excel format provided in the Financial Proposal section on the e-tender website.

6.3 Award of Contract

- Upon successful completion of negotiations and discussions, the Authority shall issue a Letter of Intent (LoI) to the selected bidder.
- The awarded bidder must commence the assignment on the specified date and at the designated location as mentioned in the contract documents or official notification.

6.4 PAYMENT TERMS AND SCHEDULE

- 6.4.1 Payment will be processed after the successful supply and installation at the site, based on joint measurements conducted on an item-rate basis.
- 6.4.2 No advance payment shall be provided to the agency.
- 6.4.3 The agency must implement strict quality control measures, and the authority reserves the right to inspect and verify materials during the execution of work.

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7. GENERAL CONDITIONS OF CONTRACT (GCC)

7.1 General Provisions

1.1 Definitions

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

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Authorized Representatives

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



1.8 Labor Law

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

1.9 Taxes and Duties

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

1.10 Fraud and Corruption

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

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

1.11 Measures to be take

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

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

1.12 Limitation of Liability

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

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

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1.13 Commencement, Completion, Modification and Termination of Contract

1.1 Effectiveness of Contract

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

1.2 Commencement of Services

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

1.3 Expiration of Contract

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

1.4 Modifications or Variations

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

1.5 Force Majeure

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

1.6 No Breach of Contract

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

Majeure, provided that the Party affected by such an event

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

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

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



1. Termination

1.1.1 By the Client

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

1.1.2 By the Agency

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

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

2. Obligations of the Agency

2.1 Standard of Performance

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

2.2 Confidentiality

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

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

3. Obligations of the Client

3.1 Assistance and Exemptions

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

4. Good Faith and Indemnity

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

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

5. Settlement of Disputes

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

5.2 Amicable Settlement

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

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

5.3 Arbitration

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

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

5.4 Jurisdiction

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

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8. TECHNICAL PROPOSAL - STANDARD FORMS

TECH-1 Technical Proposal Submission Form

TECH-2 Applicant's Organization and Experience

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

TECH-3 Financial Qualification of The Applicant

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

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

Financial form 1- Financial Proposal

Contract Agreement Format

Bank Guarantee Format

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and Address of Client]

Dear Sir/Madam,

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

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

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

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

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

We remain,
Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____



Form TECH-2: Applicant's Organization and Experience

1.1.1 A - Applicant's Organization

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

1.1.2 B - Applicant's Experience

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

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

Form TECH-3: Financial Qualification of The Applicant

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

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

Seal of auditor's Firm:

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

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

(Non-blacklisted on 100 RS Stamp Paper)

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: Name of project.....

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

We confirm that our company (full registered name of company), _____ is currently not blacklisted by any of the State or UT and or Central Government or any of its agencies in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of bid submission.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Firm: _____

Address: _____

Phone: _____



Form TECH 5: Power of Attorney for Signing of Application

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

Power of Attorney

Know all men/women by these presents that we, [Name and Address of the Registered Office], do hereby constitute, appoint, and authorize Mr./Ms. [Name and Residential Address], who is presently employed with us and holding the position of [Designation], as our lawful attorney, to do, in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application "[Insert Name of the RFP]", including but not limited to:

- Signing and submission of all documents
- Providing information/responses to the Ayodhya Development Authority
- Representing us in all matters before the Ayodhya Development Authority
- Generally dealing with all matters in connection with our bid for the said project

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

For and on behalf of [Name of the Firm]

Authorized Signatory:

(Signature)

Name: _____

Title: _____

Address: _____

Accepted by:

(Signature of the Attorney)

Name: _____

Title: _____

Address: _____

Note:

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the applicable laws and the charter documents of the executant(s). When required, the same should be affixed with the common seal as per the prescribed procedure.
- If the application is signed by an Authorized Director of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of this Power of Attorney.



Notes:

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

Financial form 1- Financial Proposal

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

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

Handwritten signature/initials

BANK GUARANTEE FORMAT

To,

_____[Name of Employer]
_____[Address of Employer]

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

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

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

NOW, THEREFORE, we hereby affirm that we are the Guarantor and are responsible to you on behalf of the Agency, up to a total of _____ [Amount of Guarantee]* (in words: _____), such sum being payable in the types and proportions of currencies in which the Contract Price is payable. We undertake to pay you, upon your first written demand and without objection or argument, any sum or sums within the limits of _____ [Amount of Guarantee], without your needing to prove or justify your demand for the specified sum.

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

We further agree that no change, addition, or modification of the terms of the Contract or of the Works to be performed thereunder, or of any of the Contract Documents, which may be made between you and the Agency, shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition, or modification.

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

Signature, Name, and Seal of the Guarantor

Name of Bank: _____

Address: _____

Phone No.: _____

Fax No.: _____

E-mail Address of Signing Authority: _____

Date: _____

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

