



अयोध्या विकास प्राधिकरण

AYODHYA DEVELOPMENT AUTHORITY



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Request for Proposal for

**Selection of Agency for Development and
Operations and Maintenance of Tent City along
Bramha Kund, Ayodhya**

Date: 1 May 2023

Issued by:

AYODHYA DEVELOPMENT AUTHORITY

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

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This bid document is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidders or any other person. The purpose of this bid document is to provide interested parties with information that may be useful to them in the formulation of their bids. This bid document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.

This bid document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this bid. The assumptions, assessments, statements and information contained in this bid may not be complete, accurate, adequate or correct. Each applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this bid and obtain independent advice from appropriate sources.

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The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this bid.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid.

The issue of this bid does not imply that the Authority is bound to select or to appoint the selected bidder or concessionaire, as the case may be, for the project and the Authority reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

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1 Data Sheet

1	Name of the Bid	Selection of Agency for development and operations of tent city along Bramha Kund at Ayodhya, Uttar Pradesh
2	Time-period of contract	<p>The Bidder shall commence the operations of tent city within 2 months of signing of license agreement</p> <p>The Assignment shall be valid for a period of 10 (Ten) years from the date of signing of Agreement. It may extend* up to a period of 5 (Five) years as per mutually agreed terms and conditions of both the parties.</p> <p>The VC, ADA reserves the right to terminate the contract at any time without any prior notice and cause at their sole discretion.</p>
3	Method of selection	Highest bid value (H1)
4	Bid Processing Fee	Rs.11,800/- including GST @ 18% on Rs 10,000/- (Non-refundable/ Non-transferable)
5	Ernest Money Deposit (EMD)	Rs. 50,00,000/- (Rupees fifty lakh INR only)
6	Performance Security	Rs. 60,00,000/- (Rupees sixty lakh INR only)
7	Financial Bid	<p>Project will be selected on the basis of the Highest quote (H1)</p> <p>The Financial Proposal shall be the first year License fee (Minimum License fee is INR 80 Lakhs per year exclusive of GST as applicable thereon, which shall be paid extra). This will be increased by 10% every year.</p>
8	Name of the ADA's official for addressing queries and clarifications	<p>Sh. Satyendra Singh Secretary, Ayodhya Development Authority, Ayodhya, Uttar Pradesh Telephone: +91 7355541575 E-mail: vcafda@gmail.com</p>
9	Proposal Validity Period	120 days from Proposal Due Date (PDD)
10	Proposal Language	English
11	Account details	<p>For Bid Processing Fee & EMD ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas PradhikaranA/c No - 029005501009 IFSC code ICIC0000290</p>
12	Proposal currency	INR
13	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	1 May 2023
	Bid End Date	29 May 2023

Last date of submission of pre-bid queries	09 May 2023 at 11.00 AM
Online Pre-bid conference	10 May 2023 at 04.00 PM Google Meet Link will be uploaded on the portal
Opening of Technical Bids	30 May 2023 at 1100 AM
Issuance of Letter of Award (LOA)	To be communicated
Consortium to be allowed	NO
JV to be allowed	NO

Note:

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

S.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).

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

2 Terms of reference

Ayodhya is one of the oldest continuously inhabited cities in the world, situated on the banks of the River Saryu in Uttar Pradesh. The city holds immense significance in Hinduism, Shaivism, Buddhism, and Jainism and is home to ancient temples and magnificent ghats that showcase the rich history and culture of India.

Due to its religious, cultural, and spiritual importance, Ayodhya attracts a massive influx of tourists. The tourist statistics for Ayodhya over the last decade have been provided in Annexure I. Against this backdrop, ADA invites proposals from reputed bidders to develop and operate & maintain a tent city along the Brahma Kund for a period of 10 years on a license basis. The tent city will be developed on a land parcel measuring 15,000 sqm and will accommodate a minimum of 200 tents for 365 days in an year.

The proposed tent city will provide visitors with a unique and comfortable camping experience, allowing them to immerse themselves in the city's culture and spirituality. The project will aim to offer modern amenities while preserving the natural surroundings and the historic and cultural significance of the area. The selected bidder will be responsible for developing and operating the tent city in compliance with all applicable laws and regulations, ensuring high-quality services, and providing a safe and memorable experience for visitors. The proposal should also outline plans for waste management, water conservation, and minimizing the impact on the environment. ADA is looking for innovative and sustainable proposals that will enhance the tourism potential of Ayodhya, while respecting its rich heritage and cultural significance."

Figure 1 Proposed Site for Tent City





Figure 3 Site photos



Figure 2 Approach Road to the site

2.1 Scope of Work

The bidder shall be responsible for end-to-end Development and Operation & Maintenance of Tent City along Bramha Kund, on license basis including planning, developing, operating, maintenance, sales, marketing and promotion, and handover of the site at the end of contract duration. The proposed site details are provided in Annexure II.

The Bidder is expected to provide a wide range of services, not limited to those mentioned in the scope of work. The services should align with the true intent and meaning of the project, even if they are not explicitly described but can be inferred from the RFP and license agreement. Additional incidental services and assignments may arise during the project's execution that are not explicitly listed, but they are necessary to complete the work comprehensively.

i. Development of Tent city

1. Develop concept, layout plan, working drawings & specifications for the site, with modifications as per local needs and ADA direction. Include multiple recreational activities such as tented accommodation (minimum 200 tents) with attached bath/toilet, reception/foyer area, restaurant, dining area, and VIP lounge.
2. Any kind of development must be temporary in nature. Bidder shall comply with quality standards and observe environmental codes and safety norms, as applicable. The entire development must be in compliance with minimum development obligations as specified in Annexure III.
3. Bidder shall Implement the project maintaining locational aesthetics, safety, and a consistent theme, approved by ADA. Finalized plans must meet safety and applicable standards, including fire safety measures.
4. Incorporate provisions for Persons with Disability (PwD) and universal accessibility.
5. The Bidder shall execute the civil works including site cleaning, site levelling / grading, development, plumbing and other services. Proper signage for the facilities along with emergency exit plan needs to be displayed at proper locations.
6. The Bidder shall Provide all infrastructural services (Electricity, Plumbing, Sanitation, Drainage, and exterior furnishing). ADA will support the bidder in obtaining connections to the source for electricity and water. The bidder must pay actual bills/charges for usage during the license period.
7. The bidder shall make necessary arrangement for drinking water, water supply line, overhead tank with stand etc & electric line with materials like panel board, distribution board, different size of cable, change over switch, earthing etc
8. The Bidder shall have to bear all expenses for temporary connection for water supply & electricity, deposits, usage charges, and any other chargeable expenses. Cover any other charges/ statutory tolls/levies/ dues not covered above.
9. The bidder shall arrange for DG set for 100% backup with all accessories, consumable, cabling, change over switches, panel board etc. complete at his cost.
10. The bidder will be responsible for liaising with the relevant authorities and utility providers to arrange for fire fighters and utilities at their own expense.

11. The Bidder shall arrange all furniture, electrical fixtures and other fixtures required for operation of the facilities. After the tenure, the operators shall handover the site to ADA and remove all temporary accommodation and infrastructure at their cost.
12. The Bidder should comply and obtain all statutory approvals. Licensed electrical contractor, clearances & License from labour department, Shops & Establishments, Entertainment License, Food & Drugs License, Fire safety License, etc. as required by Law of the state and India.
13. The Bidder shall be liable to abide by the rules, regulations and guidelines laid down by CPCB (Central Pollution Control Board), UPPCB (Uttar Pradesh Pollution Control Board) and any other as effective from time to time.
14. The bidder must possess all necessary documents and certificates required to obtain approvals from the government and other relevant agencies. They will also be responsible for coordinating and following up with the agencies to obtain the necessary approvals and certificates before commencing operations.
15. The Licensee shall be given the rights to operate in the site as handed over to them only. The Licensee shall be responsible to put up proper signage clearly mentioning name with a clearly visible logo of THE AUTHORITY after due approvals of The Authority.
16. The signage shall be back lit and shall be placed at the site and at any other place(s) at relevant distance from the site. All signage designs shall have to be approved by Authority.

ii. Operations of Tent city

1. The bidder shall be responsible for end-to-end operations of tent city including maintenance, sales, marketing, promotion and dismantling and handover after the license period.
2. Bidder shall manage all the operations of tent city including, front office, kitchen, restaurant, room service, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, garbage disposal, security, up keeping of the structures, etc. Service to be rendered by the bidder shall also include managing booking and ticketing operations.
3. The quality of service rendered by the Operator must be commensurate with the standards set forth by hotels of the 2 and 3-star category. The Operator is required to furnish skilled and trained manpower as necessary to fulfill this obligation. In addition, the Operator shall scrupulously abide by all laws, rules, and regulations governing workman's compensation and other labor-related matters, ensuring the protection and insurance of all its employees against third-party bodily injury or loss of life throughout the duration of their employment. To this end, the Operator shall undertake police verification of all staff engaged in the provision of services. Please note that any consequences resulting from the actions of the Operator's staff shall be solely the Operator's responsibility, and ADA shall not be held liable for any such eventualities.
 - a. If any accident occurs due to operations or due to negligence on the part of the Agency's personnel it shall be the full responsibility of the Agency.
 - b. The agency indemnifies and holds ADA harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment.
4. A reasonable proportion of the agencies superintending staff shall have a working knowledge of English and/or Hindi language.

5. The agency shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.
6. The Operator shall deploy CCTV(s) at all important locations in the project site, especially at the entry and exit locations of the site and provide clean feed free of cost to ADA for the monitoring and surveillance purpose
7. Operator shall ensure emptying of soak pits on daily basis or as per requirements for the entire sites pertaining to tentage and other relevant structures (by mechanical means only). Such disposal, maintenance and cleanliness would be in the scope of work of Operator.
8. The sludge tank capacity shall be adequate as per the requirements of the site and the machines shall have standard capacity vacuum pump. The suction machines will be used daily in 2-3 shifts for cleaning of drains / soak pits / septic tanks in the tent city area managed by Operator.
9. The sewerage shall have to be connected to nearest available sewer manhole/ soak pit. Emptying soak pits on daily basis or as per requirements including entire system pertaining to cottages, dormitories, tents & other relevant structures, dining hall etc (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of bidder.
10. All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the agency.
11. The garbage shall be collected in bags during cleaning and shall be disposed of by the contractor outside the site area in designated location, as identified by ADA and after getting prior approval from ADA
12. The bio degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from competent authority
13. The agency shall maintain ecological balance by preventing water pollution, defacing of natural landscape or any other disturbance to ecology.
14. In the backdrop of COVID-19, operator shall take into consideration all guidelines and SoPs issued by Government from time to time in facility design, management and operations. Operator to deploy staff who are trained in COVID-19 handling and management.
15. To attend to any critical situation, Operator shall provide for an emergency vehicle, doctor facility, an isolation room, rapid testing facilities and also ensure an operational tie up with a hospital in the vicinity of the project site.
16. The Operator shall set up a medical room on-site and shall ensure the provision of proper first aid / medical facilities to provide timely medical support to any person in the tent city.
17. Operator shall be responsible to promote and market the product and shall fix tariff in consultation with ADA.
18. The Authority shall have the right to inspect the premises and also the books of accounts, etc. of the Licensee at any time. Licensee may be required to submit the accounts as and when directed by The

Authority, which the Licensee cannot deny and the same shall be provided by the Licensee within a reasonable time not later than 10 days.

19. The Licensee shall not encumber the site under consideration by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Licensee shall not sub-license whole of its rights and obligations in relation to the Project to a single party although he may be allowed to sub-license selected services to other party/person. The Licensee shall not raise any kind of finance or funding in the name of site under any conditions whatsoever. The Licensee will be allowed to use the site on 'Right-to-use' basis.
20. The Licensee must employ adult and skilled labour only. Employment of child labour will lead to the termination of the Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Licensee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments.

iii. Handover of site

Upon the termination or expiration of license period, the Bidder shall be liable to:

1. Handover the peaceful possession of the project site on an 'as-is-where-is' basis to the ADA
2. Transfer all rights, permits, approvals, guarantees, and insurance policies relating to the project to the ADA;
3. Execute all such contracts, agreements and documents required to ensure the abovementioned handover of project site.
4. Cease all access to project site
5. The condition of the site upon handover should be same as it was before the Tent City.

iv. Minimum development obligations

The bidder is required to erect tent city that has minimum about 200 tents. The bidder may install as per different categories with their dimension ranges but the minimum size of the tent shall be 250 sq. ft. The bidder shall get the approval from ADA for final categories and size of the tents.

The basic structure erected shall have the facilities & quality standards (non-exhaustive list) as indicated in Annexure III Minimum development obligations. **The bidder has to install a demo tent at the site in AYODHYA, which shall be approved by ADA.**

a. Responsibility of ADA

- ADA shall be responsible for providing land free of all encumbrances to the Bidder
- ADA shall secure the available land
- ADA will provide water supply connection and power supply connection at a designated point at the site. Further, extension of such utilities (including fittings and cabling) inside the Tent City shall be in the scope of the Bidder
- ADA shall assist in providing administrative support in getting approvals from various government departments for electricity, water supply, fire department, etc.

b. Rights of bidder

Bidder will be entitled to get all the revenue from operations in the tent city area, sale of tents, restaurant, recreational activities, etc. The Bidder shall collect revenue through licensed online payment gateways only. Bidder will not be allowed to sub-let/ sub – license any part of scope of work during the license period.

c. Commencement of operations

The Bidder shall commence the operations of tent city within 2 months of signing of license agreement

d. License term

The license agreement shall be valid for period of 10 years from the date of execution of agreement.

e. Annual license fees

2.6.1.1 The Bidder shall Quote Annual License fee in financial BoQ format (Form 8 - Financial Proposal) and shall and the annual licensing fee could be divided into four equal installments (Which could be called Quarterly License Fee hereinafter) and paid to ADA along with applicable taxes.

2.6.1.2 The license fee may be escalated at 10% per annum every year, on last paid quarterly license fee, excluding applicable GST. All applicable taxes (including GST) shall be paid by the bidder in addition to the quarterly license fee.

2.6.1.3 Quarterly license fees shall be paid 30 days in advance of commencement of respective quarter of agreement (For example, license fees for quarter of April 2023- June 2023 may be payable by March 2023). However, no more than 2 extensions shall be granted in any case. For any kind of extension/ delay in payment of license fees, the Bidders shall be charged 12% interest per annum on due license fees.

2.6.1.4 Quarterly license fees shall be paid for all months of the license period. The months of non-operation shall not be exempted from calculation of quarterly license fees and their payment by the Bidder

2.6.1.5 The payment cycle for quarterly license fees will be depend on signing of contract agreement and same follow of every year. The first quarterly license fees shall be payable by the Bidder before signing the license agreement.

f. Review and monitoring of the Bidder's work

- This will require a dedicated team of professionals with expertise & experience in large scale project management and execution.
- The Authority shall do the quality check of the material specified in Annexure III Minimum development obligations after the selection of the bidder.
- Project management plan and weekly reporting should be submitted to ADA
- Checklists should also be prepared by bidders and submitted to ADA

g. Service Level Benchmarks

The basic structure to be erected must have the facilities & quality standards (non-exhaustive list) as indicated in Annexure III Minimum development obligations. The following service level benchmarks need to be adhered to by the Bidder during the agreement period.

- i. The Bidder shall provide and erect a fire-resistant Temporary Structure which shall be non-allergic, odorless, non-toxic, VOC free, non-carcinogenic, Fire retardant or 'FlameResist' or equivalent as approved by the Authority.
- ii. The Joinery and supports should be properly engineered, firm and with good finish. No water should seep inside the tentage structures.
- iii. All the furniture should be firm, comfortable, traditional and as per functional requirements
- iv. Decayed or cracked wood shall not be used. Wood used should be of superior quality.
- v. Defective, cracked materials shall not be used. All material used should be of superior quality.
- vi. All the material shall be conforming to IS codes or as approved by the Authority.
- vii. Any broken furniture or torn cloth shall be replaced within 3 hours of notification to the Bidder without any additional charge.
- viii. Any non-functioning electricity ports, plugs, fans, lights shall be replaced within 1 hour of notification to the Bidder.
- ix. New Decorative Carpeting shall be used and in case of stains on the carpet, it shall be cleaned/ replaced within 1 hour of notification to the Bidder.
- x. Signage height and letter/ shape size should be clearly visible, and the signage should not be damaged in any way
- xi. The Bidder shall use Environmentally friendly chemical / detergents / reagents, for the purpose of Cleaning of tentage structures.
- xii. The Bidder shall provide the photo identity card to all their staff housekeeping staff working on site after getting their antecedent verified from local police.
- xiii. The Bidder shall adopt the necessary safety procedures to avoid any type of accidents to workers any other personnel & to avoid damages to the Structure.
- xiv. There must be smooth entry and exit to the Structure. The movement within the Venue shall be barrier free and friendly to physically challenged people.
- xv. If the Bidder has not corrected a defect within the time specified, the Authority will assess the cost of having the defect corrected, and the Bidder shall pay this amount. The Authority's decision in this regard is final and binding on the Bidder
- xvi. Loss or damage to the Works or materials shall be remedied by the Bidder at the Bidder's cost if the loss or damage arises from the Bidder's acts or omissions.
- xvii. The quality of design, workmanship and service shall be consistent with any 3-star facility.

v. Eligibility and Evaluation criteria

a. Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation. To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

#	Eligibility Conditions
1	The Applicant should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. (Registration certificate should be submitted for the same).
2	Financial Capacity: The Applicant should have minimum Average Annual Turnover of INR 10 Crore during the last 3 financial years (2019-20, 2020-21 and 2021-22). The statement of turnover shall be supported by the Audited Financial Statements along with notes and schedules thereof, certified by the Chartered Accountant. A Certificate from Chartered Accountant is to be submitted for Turnover only from similar work as provide in RFP, along with valid UDIN. (Form 2 and Audited Financial statements should be submitted for the same).
3	The Bidder should have been in Event Management business for minimum 10 years (Form 3 and completion certificate from client should be submitted for the same).
4	The bidder must have minimum 5 years of experience in running and operating tented/temporary accommodation/Eco resorts anywhere in India.(Form 3)
5	The Bidder should not have been barred by the Central Government, any State Government, a statutory Board or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal. (An undertaking as per form 6)
6	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant. An undertaking (Self Certificate) is to be submitted for the same. ((An undertaking as per form 7)

Similar works to include end to end conceptualization, design, development, operations, sales, and marketing of tent city which includes accommodation, recreation, housekeeping and food catering services.

The Bidder shall submit their details, financial details, work completed/in progress by them in the Form 2, 3 and 4 of the Bid for the works to be considered for qualification in Eligibility. Documentary proof such as completion certificates from client clearly indicating the scope of work, cost of work and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** Only Eligible Bidders will be taken up for Financial and Technical Evaluation.

b. Evaluation

The Bidder shall be selected under the H1 with procedures described in this RFP.

i. Technical Evaluation:

The Technical Evaluation of the proposals shall be based on following parameters:

Sl.	Description	Requirements	Marks
A	Bid Evaluation		60
	Sectoral & financial capabilities	The bidder should have a cumulative turnover of INR 20 Crore for last 03 years (5 marks); For each additional INR 5 Crore – 5 mark,	20
		The Bidder must have successfully implemented similar works in last 7 years with minimum project cost of INR 05 Crore each with minimum operational period of 2 years. 10 marks for each experience (max up to 20 marks)	20
		The bidder shall have experience of operation & maintenance of tented/temporary infrastructure throughout the year-365 days <i>*Note: Seasonal operation will not be considered 5 marks for each experience (max up to 20 marks)</i>	20

Marking of Technical Presentation would be as below:

B. Presentation on Proposal			40
1	Company Profile, previous similar experience	The bidder shall present its company profile along with presentation of similar work done.	10
2	Concept Design and Operations Plan	Draft layout, drawing, design & 3-D views Note: Operator shall visit the proposed site and submit their plan /conceptual design, as applicable Operations plan including teams for housekeeping, food services, other staff for operations, change management, quality control mechanisms, feedback and grievance redressal mechanisms for end user, etc.	15
3	Innovative ideas for better tourist experience	The bidder shall propose unique features in the project that shall enhance the overall tourist experience	10
4	Marketing Strategy and business plan	The bidder shall propose a comprehensive marketing and business plan.	5
A+	Total Marks		100
B			

Note: The (project) experiences that would be claimed by the Bidder against any criteria both for the eligibility as well as for technical evaluation shall have work orders and completion certificates from the clients. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India. Minimum score of 70 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms

which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

ii. Financial Evaluation

Any Bidder that passes the benchmarks is declared as technically qualified and their financial bids are opened. Financial bids shall not be submitted with technical documents and only be submitted in excel sheet provided in Financial Proposal on e-tender website only.

The Financial Proposal shall be the first year's Annual License fee (Minimum License fee is INR 60 Lakhs/ Annum exclusive of GST as applicable thereon, which shall be paid extra) to be quoted by the Bidder (Refer Form 8 - Financial Proposal) The annual License fee payable by the Bidder can be paid in equal quarterly installment to the Authority, as the case may be, as per the terms and conditions of the RFP and the provisions of the Agreement. The Annual License fee shall be increased in accordance with Clause 2.6 of this RFP.

Financial Bids of eligible Bidders will be evaluated on H1 basis. Total cost, as specified in the Financial Bid format will be considered for evaluation. The highest cost proposal will be ranked as H-1 and the next higher and so on will be ranked as H-2, H-3 etc. The highest cost proposal (H-1) will be considered for award of contract.

vi. Instructions to Bidders

a. General instruction

4.1.1 Number of Proposals and respondents

4.1.1.1 An Entity shall be eligible to submit only one (1) Proposal, in response to this RFP. Any Bidder shall not be entitled to submit another Proposal .

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

4.1.1.3 A Bidder applying individually shall not be entitled to submit no more than one Proposal.

4.1.2 Proposal preparation cost

4.1.2.1 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.

4.1.2.2 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.

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

4.1.3 Right to accept and reject any or all the Proposals

4.1.3.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

4.1.3.2 Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c) The Bidder does not adhere to the formats provided in the Clause 9 to the RFP while furnishing the required information/details.

4.1.4 Clarifications

4.1.4.1 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.

4.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Client in writing before the date mentioned in the Schedule of bidding process. The queries will be sent only by email at the mail id provided in communications details in the Data Sheet with subject clearly written the following identification:

4.1.4.3 "Queries/Request for Additional Information concerning RFP to undertake

4.1.4.4 The Client shall endeavor to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD. The responses will be sent by e-mail. The Client will post the reply to all such queries and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

4.1.4.5 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 5.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

4.1.5 Amendment of the RFP

4.1.5.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the BID by the issuance of Addenda.

4.1.5.2 Any Addendum thus issued will be sent in writing to all those who have purchased/downloaded the BID.

4.1.5.3 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 Proposal Due Date.

4.1.6 Data identification and collection

4.1.6.1 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.

4.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

4.1.6.3 Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2 Preparation and submission of Proposals

4.2.1 Language and currency

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English 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 language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

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

4.2.2 Proposal validity period and extension

4.2.2.1 Proposals shall remain valid for a period of 120 days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

4.2.2.2 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 be deemed to have withdrawn their Proposal at the expiry of validity period.

4.2.3 Format and signing of Proposals

4.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

4.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.

4.2.3.3 In case the Bidders intend 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.

4.2.4 Submission of e – bid/ Proposal

4.2.4.1 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.

4.2.4.2 The Bidders have to follow the following instructions for submission:

- a. For participating through the e-tendering system, it is necessary for the Bidders to be the

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.

- b. 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.
- c. 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 Client 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.
- d. 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 offline" 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.
- e. After clicking the 'pay offline' 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 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.
- f. Before uploading, the Bidder has to select the relevant DSC. He/she 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.
- g. 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 DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. 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.
- i. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

4.2.5 Deadline for submission

- 4.2.5.1 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.
- 4.2.6 Late submission
- 4.2.6.1 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.
- 4.2.7 Withdrawal and resubmission of Proposal
- 4.2.7.1 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.
- 4.2.7.2 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 Bidder's forfeited of his/her e-bid/Proposal security.
- 4.2.7.3 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. 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.
- 4.2.7.4 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.
- 4.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

4.2.8 Selection of the Bidder

- 4.2.8.1 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.

4.3 Proposal opening

4.3.1 Opening of Proposals

- 4.3.1.1 Client will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Client office.
- 4.3.1.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e-bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Client within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 4.3.1.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 4.3.1.4 The Client will prepare minutes of e-bid/Proposal opening.

4.3.2 Confidentiality

- 4.3.2.1 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.
- 4.3.2.2 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.

4.3.3 Tests of responsiveness

- 4.3.3.1 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:
- a) It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - b) It contains all information as desired in this RFP.

- c) Information is provided as per the formats specified in the RFP.
- d) It mentions the validity period as set out in Data Sheet.
- e) Bids are accompanied with Bid Processing Fee and EMD as specified in the Date Sheet of this RFP.
- f) The selected Bidder shall give EMD as indicated in data sheet at the time of bid submission.

5.3.1.1 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.

4.3.4 Clarifications sought by Authority

4.3.4.1 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.

4.3.5 Proposal evaluation

4.3.5.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.3.3. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Evaluation Criteria set out in Clause 3.1 of this RFP.

4.3.5.2 The Proposal containing the Technical Details in Clause 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

4.3.5.3 Technical proposal of eligible Bidders shall be evaluated as per Clause 3.2. Bidder scoring highest score shall be identified as "Selected Bidder"

4.3.5.4 In case of tie, the bidder with highest technical score shall be considered.

4.3.6 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Bidder and the Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.3.7 Execution of license agreement

After acknowledgement of the LOA as aforesaid by the Bidder, Agreement shall be shared with the Bidder for execution within the period prescribed in "Data Sheet" or as amended in LOA. The Bidder shall not be entitled to seek any deviation in the Agreement, unless agreed by the Authority. The Bidder shall submit Performance Security and License fee for first quarter as per Clause 5.1.11 and Clause 2.6 respectively before signing of Agreement.

4.3.8 Mobilization period

The Bidder will be granted 15 calendar days from the date of signing the Agreement to mobilize the team as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the 'Effective Date'; The Authority may request to mobilize part team on priority (if need be) during mobilization period, Bidder shall extend required assistance to the Authority if such request is raised.

vii. General Conditions of Contract (GCC)

a. General conditions

5.1.1 Definitions

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- b) "Authorized Representatives" shall have the meaning set forth in Clause 5.1.5
- c) "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- d) "Bid Processing Fee" shall mean the fee as specified in the Data Sheet
- e) "Client" means the Authority with which the Bidder signs the Contract for the Services i.e., Ayodhya Development Authority
- f) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- g) "Confidentiality" shall have the meaning set forth in Clause 5.2.8
- h) "Dispute" shall have the meaning set forth in Clause 5.2.14.
- i) "Eligibility" shall mean the Eligibility Criteria as specified in Clause 3.1
- j) "EMD" means Earnest Money Deposit
- k) "Government" means the Government of the Client's country/state
- l) "Key Dates" shall mean the dates specified in the Disclaimer and the Data Sheet
- m) "LOA" means Letter of Award
- n) "Official Website"
- o) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- p) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- q) "Proposal Due Date" shall mean the date as specified in the Data Sheet
- r) "Proposal Validity Period" shall have the meaning set forth in Clause 4.2.2
- s) "RFP" means Request for Proposal is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.

- t) "Services" means the work to be performed by the Bidder pursuant to the Contract.

5.1.2 Law Governing Contract

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

5.1.3 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.

5.1.4 Notices

5.1.4.1 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.

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

5.1.5 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 Bidder may be taken or executed by the officials specified in the Contract.

5.1.6 Taxes and Duties

GST shall be inclusive/exclusive of fee quoted by the Bidder [please select as applicable in the RFP and insert appropriate language] which will be paid by the Bidder additionally on the fee agreed as part of this Contract.

5.1.7 Fraud and Corruption

5.1.7.1 For the purpose of this Contract, the terms set forth below as defined as follows:

- a) "corrupt practice" means 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 misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Bidders, 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 the contract.

5.1.7.2 Measures to be taken

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

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

5.1.8 Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder or accident caused due negligence of the Bidder.

5.1.9 Insurance

5.1.9.1 The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- loss of or damage to the Works, and Materials.
- Damage to the inventory due to Fire incidents.
- loss of or damage to Equipment, property in connection with the Contract; and
- Personal injury or death of the employees/third party personnel using the tentages

For any accident/ mis-happening that may occur onsite, the Client does not take any responsibility for insurance coverage.

5.1.10 Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement/ license Value per day, subject to a maximum of 10% (ten per cent) of the Agreement/ total license Value shall be imposed and shall be recovered by appropriation from the Performance Security. However, in case of delay due to reasons beyond the control of the bidder, suitable extension of time may be granted.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this clause.

5.1.11 Performance Security

5.1.11.1 Within 10 days, or within period as amended Letter of Acceptance (LoA), of receipt of the LoA, the Selected Bidder shall deliver to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount of 60,00,000/- INR (Indian Rupees Sixty

Lakhs only) for the license period.

- 5.1.11.2 Performance Security shall be submitted in the form of Bank Guarantee in the format acceptable to the Authority as per bank details provided in the data sheet.
 - 5.1.11.3 Failure of the successful Bidder to comply with the requirements of this clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
 - 5.1.11.4 The performance security shall be submitted for entire License Period and shall be valid for six months after the scheduled completion date.
 - 5.1.11.5 It is expressly understood and agreed that the performance security is intended to secure the performance of entire License Period. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
 - 5.1.11.6 Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished
 - 5.1.11.7 Performance Security submitted by the Bidder shall be forfeited if the Bidder fails to commence operations as per the requirements of this RFP.
 - 5.1.11.8 In the event the Bidder fails to perform any or all its obligations under the License Agreement and damages are imposed for such failure, the ADA shall have right to appropriate such amount as damages from the Performance Security submitted by the bidder.
 - 5.1.11.9 Upon occurrence of a Bidder Default or failure to meet any condition as per the License Agreement, the ADA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Bidder Default or failure to meet any Condition Precedent.
 - 5.1.11.10 Upon such appropriation from the Performance Security, the Bidder shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the ADA shall be entitled to terminate this Agreement.
 - 5.1.11.11 Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Bidder shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Bidder Default or to meet any Condition Precedent, and in the event of the Bidder not curing its default or meeting such Condition Precedent within such Cure Period, the ADA shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.
 - 5.1.11.12 Performance Security submitted, will be returned to the Bidder subject to the ADA's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.
- 5.1.12 Bid security/ EMD
- 5.1.12.1 Proposal should necessarily be accompanied by an Earnest Money Deposit as stated in data sheet through Bank guarantee only to the bank account as per bank details provided in the data sheet and proof of the same to be shared along with the Technical Proposal. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.

5.1.12.2 Tenders without EMD are liable to be rejected.

5.1.12.3 EMD of successful Bidder shall be retained by the Authority till Performance Security Deposit and license fee for first quarter is submitted by the successful Bidder. EMD of unsuccessful Bidders will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.

5.1.12.4 The EMD shall be forfeited by Authority in the following events:

- i) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- ii) If a Bidder submits a Non-Responsive Proposal or if any information or document furnished
- iii) If the Bidder turns out to be misleading or untrue in any material respect;
- iv) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of
- v) Proposal during the validity period or any extension thereof.
- vi) If the Bidder tries to influence the evaluation process.
- vii) In the case of Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or
 - to sign the Agreement; and / or
 - to furnish the Performance Security; and / or
 - to furnish license fees for first quarter and
 - in case the Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

5.1.13 Conflict of Interest

5.1.13.1 Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Bidder under any of the circumstances set forth below:

- i) **Conflicting Assignment/job:** A Bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the Bidder to be executed for the same Employer.
- ii) **Conflicting Relationships:** A Bidder that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of
 - the preparation of the Terms of Reference of the Assignment/job,
 - the selection process for such Assignment/job, or
 - supervision of the Contract, may not be awarded a Contract, until and unless the conflict
 - stemming from this relationship has been resolved in a manner acceptable to the Authority.

b. Commencement, Completion, Modification and Termination of Contract

5.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

5.2.2 Commencement of Services

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

5.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

5.2.4 Modifications or Variations

- a) The Authority shall have power to order the Applicant to do any or all of the following as considered necessary or advisable during the progress of the work by him.
- Increase or decrease of any item of work included in the contract
 - Omit any item of work in the contract
 - Change the character or quality or kind of any item of work in the contract
 - Change the levels, lines, positions and dimensions of any part of the work in the contract;
 - Execute additional items of work of any kind necessary for the completion of the works;
Change in any specified sequence, methods or timing of construction of any part of the work;
 - Change the location of the works and
 - Any other item as desired by the Authority
- b) The Applicant shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Authority and such alteration shall not vitiate or invalidate the contract.

5.2.5 Force Majeure

5.2.5.1 Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the

conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.2.5.2 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.

5.2.5.3 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.

5.2.6 Termination

Either Party may terminate the Contract 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.

5.2.6.1 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 Clause 5.2.6.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Bidder 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 Bidder becomes insolvent or bankrupt.
- c) If the Bidder, 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 Bidder is 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 Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.2.14 hereof.

5.2.6.2 By the Bidder

The Bidder may terminate this Contract by giving a written notice of not less than thirty (30) days to the Client, after the occurrence of any of the events mentioned in paragraphs (a) through (c) of Clause 5.2.6. These events are:

- a) The Client's failure to pay any amount due to the Bidder under this Contract, which is not under dispute as per Clause 5.2.14, within forty-five (45) days of receiving written notice of overdue payment from the Bidder.
- b) If the Bidder is unable to perform a material portion of the Services for a minimum period of sixty (60) days due to Force Majeure.
- c) The Client's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.2.14.

5.2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 5.2.6, the Client shall be entitled to

- a) Forfeit the whole or such portion of the Performance Security amount, as deem fit. In case the balance outstanding dues, are more than performance security, the said dues shall be recoverable from the bidder before bidder along with its installations, equipment and staff is permitted to vacant site .

Forfeit all rights given to the Bidder under the Agreement and the Project Site. All the items attached to the project and project site including the installations, software, technology, equipment, etc. (both movable and immovable) shall be transferred to the Client as per the provisions of the Agreement without any obligation on the Client to pay or adjust any consideration or other payment to the Selected Bidder.

- b) Recover from the Bidder the cost of carrying out the balance works/services, according to the certificate of the client's representative, if the works/services had been carried out and completed by the Bidder under the terms of the contract. Such certificate shall be final and binding upon the Bidder. The amount to be recovered may be added by the Client to the money due from the Bidder alone or jointly under this or any other Agreement.

5.2.6.4 Survival upon termination

The Parties to the RFP hereby agree that the termination of the contract:

- a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except as otherwise provided in any provision of this RFP expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination

All obligations surviving the cancellation, expiration or termination of the contract shall only survive for a period of three (3) years following the date of such termination or expiry of this Contract.

5.2.7 Obligations of the Bidder

5.2.7.1 Standard of Performance

The Bidder is expected to perform the Services and fulfill their obligations with utmost diligence, efficiency, and economy. They should adhere to generally accepted professional standards and practices, and use appropriate technology, safe and effective equipment, machinery, materials, and methods. The Bidder should follow sound management practices at all times.

Moreover, they should always act in good faith and as a faithful advisor to the Client, protecting and promoting

the Client's legitimate interests in all their dealings with third parties. The Bidder should also prioritize safety and environmental protection while executing the project.

5.2.7.2 Responsibility of the Bidder

The Bidder shall be fully responsible for conducting a thorough site review and ensuring that the services provided conform to relevant Indian or international standards as per the approved specifications and drawings provided by the Authority. The Applicant shall be responsible for designing, executing, procuring, constructing, managing, coordinating, testing, and commissioning the event in its entirety. The Bidder should aim to optimize the allotted area for the installation or construction of various facilities/components.

The Bidder may commence the execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder. The program shall be updated with the approval of the Client, and the intended completion date shall be met. The workmanship should be of high quality to prevent accidents and environmental damage to the surroundings.

The Bidder shall ensure that the existing structure shall not be damaged during the execution of the services. In the event of any such incident, the selected Bidder shall be held responsible and will be liable for the cost of required rectifications. The site shall be returned to the Authority in its original condition, completely free of garbage and temporary structures.

The Bidder shall use practical methods and devices available to control and minimize air and noise pollution during cleaning activities and equipment operation. The Bidder shall also ensure compliance with all applicable laws and guidelines issued by the government or Client from time to time, notwithstanding anything mentioned in this RFP.

5.2.8 Confidentiality

Except with the prior written consent of the Client, the Bidder 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 Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract 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 the Contract, (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 the Contract, 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 the Contract.

5.2.9 Documents prepared by the Bidder to be the property of the Client

5.2.9.1 All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder 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.

5.2.9.2 Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract 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 the Contract, (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 the Contract, 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 the Contract.

5.2.10 Accounting

The Bidder 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.

5.2.11 Obligations of the Client

5.2.11.1 Assistance and Exemptions

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

5.2.11.2 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 by the Bidder under this Contract shall be increased or decreased accordingly under this Contract.

5.2.12 Good Faith and Indemnity

5.2.12.1 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.

5.2.12.2 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.

5.2.12.3 The Bidder will indemnify, defend and hold the Authority and its agents, officers and employees harmless against any and all claims, demands made against; loss caused; damages suffered; costs, charges or expenses incurred or put to; penalty levied; any claim raised due to injury to or death of any person; loss or damage caused or suffered to property owned or belonging to the Authority, its agents, officers and employees or any third party as a result of any breach by the Bidder of any of its obligations under this RFP or on account of failure of the Bidder to comply with Applicable Laws.

5.2.13 Penalty

- a) In case any Work is not found as per the prescribed specification as given in this RFP or is not carried out in time, if Applicant fails to provide the Work in time the Authority may impose penalty in addition to the liquidated damages to the Applicant.
- b) In case the Work provided by the Applicant are found to be unsatisfactory or if any

incidence of misbehavior by the staff of the Applicant is reported or service is not provided in time, then the Authority may impose a penalty up to Rs. 5000/- per such case.

- c) The Authority shall have discretion to impose penalty if any House-Keeping personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a house keeping personnel or found attempt to claim false attendance and shall take such other action as may be required under the circumstances. Authority may impose a penalty up to Rs. 5000/- per such case
- d) The failure to employ adequate number of persons resulting in sub-standard service will be considered as breach of the terms and conditions under the agreement. Authority may impose a penalty depending upon the quantum of breach for such cases as per its discretion
- e) The Applicant has to submit weekly workplan. If the Authority, is not satisfied with the progress and quality of the work by the Applicant under the contract, the Authority may impose a penalty up to Rs. 5000/- per day per location.
- f) In the event of failure of the Applicant to recoup the quality in the mutually agreed time frame, the Authority shall be entitled to terminate the contract and forfeit performance security. The Authority may impose additional penalty depending upon the quantum of breach for such cases.
- g) The Authority will provide the Applicant free of cost water and electricity for the execution of work; The Applicant should keep the usage of the water and electricity to a reasonable level. If it is found misuse of water and electricity and involves wastage, the Authority, reserves the right/option to levy penalty on the Applicant up to Rs. 1000/- for each incident.

5.2.14 Settlement of Disputes

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

5.2.14.2 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 the Contract, 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.

5.2.14.3 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.

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

5.2.14.4 Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Ayodhya. The language of arbitration proceedings shall be English. Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Ayodhya. Courts located in Ayodhya shall have exclusive jurisdiction to settle dispute arising under this agreement.

5.2.15 Interpretation of documents

- a. Authority will have the sole discretion in relation to:
 - the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - all decisions in relation to the evaluation of Proposals.

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

- b. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Agreement, the documents shall be given the following priority:
 - Agreement,
 - Information and Instructions to Bidder
- c. Authority reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder in its absolute discretion.

5.2.16 Prohibition against collusion amongst Bidders

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder shall lose its/their Earnest Money, at Authority's sole discretion.

viii. Annexure III Minimum development obligation

- The quality of design, workmanship and service shall be as per industry practice.
- Defective, cracked or torn materials shall not be used.
- All Tents shall be firmly grounded and stable against wind force and dead loads.
- Considering the surrounding environment & wind force & rains.
- Tents shall be designed and executed considering adverse weather conditions.
- Joinery and supports should be properly engineered, firm and with good finish.

- Water flow and pressure should be uniform in toilets of each tent.
- All Tents shall have good quality furniture, fixtures & fittings. The furniture, fixtures & fittings should as per good industry practice and conformity to ISI. (Bed, Mattress, Pillow, Bed sheets, Towels, Chairs, Writing Desk, Note Pad with Pen, Chappal/sleeper pair, Bucket, Mug, Hanger, cold water / warm water supply (Geyser), Fire extinguisher, WC & Bath, Flush cock / tank, wash basin, mirror, Tumbler, Towel Rod, Napkin Holder, Toilet paper roll with roll handler)
- Fire precaution measures shall be taken care of
- All the furniture should be firm, comfortable, traditional and as per functional requirements

ix. Annexure III Standard Forms

a. Form 1: Technical Proposal Submission Form

[Location, Date]

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

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

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

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

We undertake, if our Proposal is accepted, to initiate the [•] 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: _____

b. Form 2: Financial capacity of the Bidder

#	Financial Year	Annual Turnover (in INR)
1.	2019-2020	
2.	2020-21	
3.	2021-22	

Note: Attach audited financial statements as proof of the above figures.

c. Form 3: Eligible assignments of the Bidder

#	Name of Project *	Name of Client	Professional fee received by the Bidder/ project cost(in Rs. crore)	Project start date and Project end date	Operational period of the project	No of accommodation facilities	Area of tentcity in sqm	Scope of work of Bidder
1								
2								
3								

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

d. Form 4: Bidder's organization and experience

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

e. Form 5: Approach and Methodology

f. FORM 6: Declaration for not being barred by the Central Government, any State Government, a statutory Board or a public sector

Declaration Letter for Installation, operation, maintenance and management of tents at_____

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to RFP for Selection of Agency for _____in Ayodhya, we also declare that our Company / LLP / Partnership / Society / Proprietorship

<Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department/ Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person) Name:

Designation:

- g. Form 7: Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.**

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to RFP for Selection of Agency for _____ in Ayodhya, we also declare that our Company / LLP / Partnership / Society / Proprietorship

<Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person) Name:

Designation:

h. Form 8 - 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

Annual license fee for first year	
Total Financial bid (in figures)	
Total Financial bid (in words)	

Form 4: Format for Power of Attorney (POA) for the bid signatory

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, _____ [name of the Company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at _____ [Address of the Company] (hereinafter referred to as "Company"):

WHEREAS in response to the Request for Proposal (RFP) for Bid for the Selection of Agency for Development, Operation and Maintenance of Tent City at Ayodhya ("Project"), the Company is submitting Bid Comprising Technical and Price Bids on behalf of the Bidder for the design, financing, construction, operation and maintenance of the Project to the Chief Engineer (CPC), The Authority and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ do hereby nominate, constitute, and appoint..... [name & designation of the person]as its true and lawful attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say :

- To act as the Company's official representative for submitting the Bid comprising Capability Statement, Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;
- To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;
- To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ----- Day of -----, YYYY in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company])))-----) [name & designation of the person])
--	---

Format for Letter of Undertaking

[To be furnished by the Bidder on the letterhead of the Firm]

Date:

To,
Ayodhya Development Authority
Civil Lines, Parikrama Marg, Faizabad
Ayodhya - 224001, Uttar Pradesh
Phone: (05278) 223460, 223969
Email: vcafa@gmail.com

Subject: Bid for the Selection of Agency for Development, Operation and Maintenance of Tent City at Ayodhya

Dear Sir,

With reference to this tender, I/We confirm the following:

1. Declaration for Not Blacklisted: I/We hereby confirm that our firm has not been banned or blacklisted by any government organization / Financial institution / Court / Public sector Unit / Central Government / State Government as on the Bid Submission Date.
2. Indemnity Undertaking:
 - a. I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non- Technical working on behalf of our firm will abide by all the rules, regulations, guidelines and procedures.
 - b. I / We also declare that our firm will be responsible for any safety violations / accident etc. in the project facilities allotted to me/us as per the Agreement. THE AUTHORITY will not be responsible in case of any accident /incident and will not compensate financially or otherwise. I hereby declare that I am sole responsible on behalf of the firm for giving such declaration.
3. Anti-Collusion Certificate: I / We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal

4. History of Litigation: I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in last five years or currently under execution/operation:

Year	Award for/ or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____, 2021

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

Note:

In case bidders have been banned or blacklisted by any government organisation / Financial institution / Court / Public sector Unit / Central Government / State Government as on the Bid Due Date, their bids will not be entertained for evaluation.