



अयोध्या विकास प्राधिकरण

AYODHYA DEVELOPMENT AUTHORITY



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Request for Proposal for

**Selection of Agency for Development and
Operations & Maintenance of Tent City (Patch 1) at
Ayodhya, Uttar Pradesh**

Date: 11th September 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.

TABLE OF CONTENTS

1. Data Sheet.....	4
2. Terms of Reference.....	6
3. Eligibility and Evaluation criteria.....	15
4. Instruction to Bidders	17
5. General Conditions of Contract	24
6. Minimum Development Regulations.....	36
7. Standard Forms	47

1 Data Sheet

Sr. No.	Particulars	Details
1	Name of the Bid	Selection of Agency for Development and Operations & Maintenance of Tent City on 10 Acre land parcel (Patch 1) at Ayodhya, Uttar Pradesh.
2	Time-period of contract	<p>The license fee period shall begin after the end of moratorium period and the period for lease shall be for 5 years from the date of signing of Agreement. It may be extended up to a period of 5 years as per mutually agreed terms and conditions of both the parties.</p> <p>The tent city shall be operational within four months from the signing of the Agreement. The Bidder shall be provided 12 months of moratorium period from the signing of the Agreement.</p> <p>The VC, ADA reserves the right to terminate the bid at any time without any prior notice and cause at their sole discretion.</p> <p>Minimum License Fee: The Bidder shall pay to the Authority by way of concession fee a sum of Rs. 25 lakhs per annum with 5% escalation every year.</p>
3	Method of selection	<p>Project will be selected on the basis of the Highest quote (H1).</p> <p>The bidder shall quote the percentage of revenue shared with ADA as minimum license fee. The minimum revenue (license fee) to be shared with ADA is 10% of the gross revenue of the bidder from the operation of this facility.</p>
4	Bid Processing Fee	Rs.11,800/- including GST (Non-refundable/ Non-transferable)
5	Ernest Money Deposit (EMD)	<p>INR 10,00,000/- (Rupees ten lakh only)</p> <p>Exemption of EMD will only be given to those MSME/NSIC registered bidders who have MSME for the Primary Service category as mentioned in the scope of work. MSME/NSIC registered bidders must submit copy of respective registration certificates to avail EMD exemption.</p> <p>Validity: EMD shall be valid for a period of 180 days from the Proposal Due Date</p>
6	Performance Security	The selected operator/ agency will have to submit an irrevocable Operation Performance Security amount to INR 40,00,000/-. Valid till 3 months after completion of the project.
7	Name of the ADA's official for addressing queries and clarifications	<p>Secretary, Ayodhya Development Authority, Ayodhya, Uttar Pradesh Telephone: +91 98994 16984 E-mail: vcafd@gmail.com</p>
8	Proposal Validity Period	120 days from Proposal Due Date (PDD)

9	Proposal Language	English
10	Account details	For Bid Processing Fee & EMD ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran A/c No - 029005501009 IFSC code ICIC0000290
11	Proposal currency	INR
12	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	11 th September 2023 at 1:00 PM
	Bid End Date	27 th September 2023 at 1:00 PM
	Last date of submission of pre-bid queries	15 th September 2023 at 11:00 AM
	Online Pre-bid meeting	15 th September 2023 at 04.00 PM https://meet.google.com/rjc-zqmy-dfx
	Opening of Technical Bids	27 th September 2023 at 3:00 PM
	Opening of Financial Bid	To be communicated later
	Issuance of Letter of Award (LOA)	To be communicated later
	JV/Consortium to be allowed	Maximum two members including the Lead Bidder

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. Against this backdrop, ADA invites proposals from reputed bidders to develop and operate & maintain a tent city for a period of 5 years on a license basis. The tent city will be developed on a land parcel measuring **10 Acre** (Patch 1) and will accommodate a minimum of **150** tents for minimum 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 Sites for Tent City



2.1 Scope of Work

The bidder shall be responsible for end-to-end Development and Operation & Maintenance of Tent City on license basis including planning, developing, operating, maintenance, sales, marketing and promotion, and handover of the site at the end of contract duration.

The Bidder shall 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.

2.2 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 150 tents) with attached bath/toilet, reception/foyer area, restaurant, dining area, and VIP lounge. The tents created shall be of different categories including villa tents, deluxe and super deluxe tents.
2. Any kind of development must be temporary in nature with no use of RCC/PCC. 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 Chapter 6.
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. The Bidder shall execute the works for 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
- 11.
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), Irrigation Department 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 Agency shall ensure in upkeep of the natural habitat of the Site and plan the development along the existing trees.
16. The Agency shall develop the Project on the principle of minimal discharge of effluents into the air and water streams/water bodies and ensure the management and disposal of the waste generated by the Project.
17. 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.
18. The Bidder shall adopt environment friendly practices and facilities for differently abled persons.
19. The Bidder shall take steps to conserve energy and harvest water, segregation of garbage and disposal/recycling as per Pollution Control Board (PCB) norms and following other Eco-friendly measures.
20. The Bidder shall incorporate the checklist of facilities and services contained in this document before applying.
- 21. The Development of Tent City shall strictly conform to IS 8758:2013 - FIRE PRECAUTIONARY MEASURES IN CONSTRUCTION OF TEMPORARY STRUCTURES AND PANDALS — CODE OF PRACTICE.**

2.3 Operations of Tent city

1. The bidder shall be responsible for end-to-end operations of tent city including maintenance, sales, marketing, promotion 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 4 and 5-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 another 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.

2.4 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.

2.5 Minimum development obligations

The bidder is required to erect tent city that has minimum about 150 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 Chapter 6- Minimum development obligations. **The bidder has to install a demo tent at the site in AYODHYA, which shall be approved by ADA.**

2.6 Conditions for Consortium

1. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used

herein would apply to both a single Entity and a Consortium.

2. No Member at any given point of time may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of ADA.
3. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of other consortia bidding for the project.
4. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 5. Number of members in a consortium shall not exceed two (2) including the Lead Member
 6. The Members of the Consortium shall nominate one member as the Lead Member
 7. The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
 8. The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
9. The Members of the Consortium shall submit a declaration consisting of the following:
 - Undertake that each of the members of the Consortium shall have an independent. Definite and separate scope of work which was allocated as per each members field of expertise
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution. –
 - The Consortium shall nominate a Representative who shall have the ADA to conduct all business for and on behalf of any and all the members of the Consortium during the Bidding process and, in the event the Consortium is awarded the Contract, during contract execution.
 - Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
10. All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Lead member should have minimum 51% share in Consortium. Consortium agreement to be submitted.
- 11. For assessing the eligibility of Consortium/JV, the financial capability of only LEAD member shall be considered.**

2.7 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.

2.8 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.

2.9 Commencement of operations

The Bidder shall commence the operations of tent city within 4 months of signing of license agreement

2.10 License term

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

2.11 Annual license fees

2.11.1 The Bidder shall Quote Annual License fee in financial BoQ format (Financial Form 1) and the annual licensing fee should be divided into four equal installments (Which should be called Quarterly License Fee hereinafter) and paid to ADA along with applicable taxes.

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

2.11.3 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 Bidder shall be charged 12% interest per annum on due license fees.

- i. Quarterly license fees shall be paid for all months of the license period. The months of non-operation shall not be exempted from calculation of quarterly license fees and their payment by the Bidder
- ii. The payment cycle for quarterly license fees will depend on signing of contract agreement and same shall follow every year. The first quarterly license fees shall be payable by the Bidder before signing the license agreement.

2.12 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 Chapter 6 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

2.13 Service Level Benchmarks

The basic structure to be erected must have the facilities & quality standards (non-exhaustive list) as indicated in Chapter 6- 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 'Flame Resist' 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 hours 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 4-star facility.

3 Eligibility and Evaluation criteria

3.1 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 bidder may be a Company incorporated under the Companies Act, 1956/2013 and should furnish certificate of incorporation/or partnership firm/or proprietorship firm. The Bidder may be a single entity or a group of entities (the Consortium), coming together to implement the Project. Each consortium member (apart from Lead Bidder) should independently be in operation for at least 3 years as on date of submission of the bid and shall submit their Registration certificate too. (Form Tech 1, Form Tech 5, Form Tech 6 and Form Tech 7 to be duly filled and signed). Refer Clause 2.6 for Consortium conditions
2.	The Sole and the member of Consortium must have a valid Goods and Service Tax (GST) registration in India. The bidder is required to submit a true copy of its Good and Service Tax (GST) registration certificate. - Pan Card
3.	The Sole or Lead bidder must have minimum 3 years of similar experience anywhere in India.
4.	The Sole Bidder or the Lead Bidder of the consortium should have a minimum average annual turnover of INR Five (5) Crore during each of the last three (3) years ending on 31st March 2022 from India operations. The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. (Details to be submitted on Form Tech 2)
5.	The Statutory auditor also needs to certify that the Bidder has positive Net worth in three (3) consecutive financial years from the Proposal Due date of bid.
6.	The Bidder shall have similar experience in last 7 years anywhere in India. At least 1 work with minimum 100 tents/ keys* OR At least 2 works with minimum 50 tents/ keys* OR At least 3 works with minimum 30 tents/ keys* Note: The experience shall be met by any member of the Consortium. Documentary proof (Work Order and Completion Certificate from the client shall be submitted for the same.) (Details to be submitted on Form Tech 3) <i>*Keys means number of tents/rooms</i>
7.	The Sole or Lead Bidder or the member of the consortium should not have been blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as on the date of the Proposal. (Form 4a with undertaking on Rs. 100 Non judicial stamp paper)
8.	The Sole or Lead Bidder or the member of the consortium should have, during the last three years, neither failed to perform on any agreement, nor been expelled from any project and nor have had any agreement terminated for breach by such Applicant. An undertaking (Self Certificate) is to be submitted for the same. (Form 4b with Undertaking on Rs. 100 Non judicial stamp paper)

Similar experience shall mean conceptualization, design, operation and maintenance of tent city/eco resort/nature resort/wildlife resort anywhere in India.

The Bidder shall prepare a Concept plan and Design including Draft layout, drawing, design & 3-D views and Proposed safety plan and measures at the site. The Bidder when selected shall get the final concept and plans approved from the Authority. The proposed concept plan shall retain all the existing trees, waterbodies, shrubs within the area of the site.

3.2 Financial Evaluation

Any Bidder that passes the pre-qualification shall be declared as technically qualified and their financial bids shall be opened. Financial bids shall be evaluated on annual license fee shared by the bidder. The financial bid shall not be submitted with technical documents and only be submitted in excel sheet provided in Financial Proposal on e-tender website. The conditions mentioned in Clause 2.11 shall be read along with this clause.

The Bidder shall Quote Annual License fee in percentage in financial BoQ format (Financial Form 1) and paid to ADA along with applicable taxes. All applicable taxes (including GST) shall be paid by the bidder in addition to the Annual license fee.

The Revenue Share/License shall be payable yearly instalments, within 7 (seven) days of the end of the 12th month. No extensions shall be granted in any case. For any kind of extension/ delay in payment of license fees, the Bidder shall be charged 12% interest per annum on due license fees.

Minimum License Fee: The bidder shall quote the percentage of revenue shared with ADA as minimum license fee. The minimum revenue (license fee) per annum to be shared with ADA is 10% of the Gross revenue of the bidder. Any bid below this percentage shall not be considered for evaluation. The moratorium period shall be 24 months after issuance of the work order and after that the Bidder shall pay the mentioned license fee

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

Terms and Conditions for payment of the License fees (revenue share):

1. The Bidder shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "Escrow Bank").
2. The License fee from the gross revenue shall be processed through Escrow account. Escrow account will be valid till the retention period of agency.
3. The Bidder shall ensure that all the billing shall be done digitally with proper bills and receipts. Cash transactions shall be totally restrictive.
4. The Bidder shall maintain proper records of the number of visitors, revenues generated from various the eco resort and ancillary activities. The Bidder shall submit comprehensive Fortnightly/ Monthly Reports, Quarterly/ Half Yearly Reports and Annual Reports on a regular basis to the AUTHORITY.
5. The Concessionaire/Bidder shall maintain books of accounts recording all its receipts (including the Revenues from the Keys, restaurants, sale of food and provision of Associated Services, and all incomes derived or collected by it from or on account of the Resort and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.
6. The Concessionaire/Bidder shall provide 2 (two) copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by the Bidder under this Agreement. The Authority shall have the right to inspect the Revenue records of the Concessionaire/Bidder during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the

Authority only for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by the Concessionaire/Bidder under this Agreement.

7. The Concessionaire/Bidder shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter.
8. The Concessionaire/Bidder shall appoint and have during the subsistence of this Agreement as its Statutory Auditors. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire/Bidder.
9. Any claim or document provided by the Concessionaire/Bidder to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors.
10. The Bidder shall maintain all the records of all the expenses done.
11. The Bidder shall maintain & back-up the CCTV Footage for any periodical quarterly inspections or as and when required by the Authorised Officials of the AUTHORITY.
12. The concerned 'Officers', authorized by the Authority shall have the right to inspect the premises of 'Tent City at any time with or without prior intimation to the Agency and may undertake inspection of the 'CCTV Footage' on Fortnightly/Monthly basis or as and when required.
13. The Bidder shall, with each payment of the License Fee submit the following:
 - a. certificate that the amounts paid are correct and in accordance with the provisions of the Agreements;
 - b. detailed calculations of the Revenue Share based on the Gross Revenue
14. The Authority may, in order to satisfy itself that the Bidder is reporting its Gross Revenue in an honest and faithful manner, depute its representatives to the Tent City and the offices of the Bidder, and undertake such other measures and actions as it may deem necessary to ascertain the actual Revenues.
15. If the verification of Revenues demonstrates that the Gross Revenue is more than the amount reported by the Concessionaire/Bidder, the Authority shall for the purpose of determining the average daily Revenues, be entitled to undertake sampling of Revenue receipts of a continuous period of 15 (fifteen) days. The Parties hereto agree that if the average daily Revenue exceeds the average daily Revenue reported by the Concessionaire/Bidder during the preceding 2 (two) months by 5% thereof, the difference between such daily Revenue and daily Gross Revenue shall be multiplied by 60 and the product thereof shall be paid as Damages by the Concessionaire to the Authority.
16. The Authority has the right to cancel the Agreement, in case the Bidder/Concessionaire is unable to share the quoted revenue with ADA in the first year after the end of moratorium period.

4 Instructions to Bidders

4.1 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 4.1.4 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 Corrigendum.

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

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.

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

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 3.1 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 3.1. 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

4.3.6.1 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

4.3.7.1 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 2.10 respectively before signing of Agreement.

4.3.8 Mobilization period

4.3.8.1 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.

5 General Conditions of Contract (GCC)

5.1 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.

5.1.8 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.

5.1.9 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 to negligence of the Bidder.

5.1.10 Insurance

5.1.10.1 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.

5.1.11 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.

5.1.12 Performance Security

5.1.12.1 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 INR 40,00,000/- (Indian Rupees Forty Lakhs only) for the license period.

5.1.12.2 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.

5.1.12.3 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.

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

5.1.12.5 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.

5.1.12.6 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

- 5.1.12.7 Performance Security submitted by the Bidder shall be forfeited if the Bidder fails to commence operations as per the requirements of this RFP.
- 5.1.12.8 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.
- 5.1.12.9 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.
- 5.1.12.10 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.
- 5.1.12.11 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.
- 5.1.12.12 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.
- 5.1.13 Bid security/ EMD
- 5.1.13.1 The payments for Earnest Money Deposit to be made in the form of RTGS / NEFT in favour of Secretary A.D.A. and no BG is allowed at this stage. The proof of the same to be shared along with the technical proposal. EMD shall remain valid for a period of 180 days from the proposal due date.
- 5.1.13.2 Tenders without EMD are liable to be rejected.
- 5.1.13.3 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.
- 5.1.13.4 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.

5.1.14 Conflict of Interest

5.1.14.1 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.

5.2 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 deemed 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 vacate site.
- b) 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.

- c) 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 upto 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.

6 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 rollwith roll handler)
- Fire precaution measures shall be taken care of
- All the furniture should be firm, comfortable, traditional and as per functional requirements

Villa Tent		
1	Tent	fire resistant tent which shall be non-allergic, odorless, made of two-layer fabric with MS pipe skeleton framing, VOC free, non-carcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent and properly anchored to ground against wind pressure and for other stability purposes. The inner layer shall be printed in uniform pattern.
	Tent (A.C.)	
2	Furniture, Household & Appliances / Tent for the license period	
a	Double Bed	Queen Size: 152cm x 198cm, fresh quality
b	Mattresses for double bed with pillow set	Mattresses:6"Thick Pillow (4 Nos.): Pillow of Large Size
c	Chair made of traditional material	Fresh Quality and good finish and color as approved by ADA
d	Sofa Set with seating and centre table	Fresh Quality and of good finish and color. Sofa set: 1 Nos. of 2-Seater +2 single seater Centre Table: Decorative 2'6"x2' size
e	TV Set with Direct to Home (DTH) System	Branded Company with Remote and Sound System (42" LED) all in working condition
f	Handloom/Handicraft wall pieces for ambience	Decorative and of Good Quality and Finish
g	Mirror	With Border frame and decorative fittings (2'x3')
h	Bed side units/Tepoys	Wooden / Steel matching style with surrounding furniture and of good quality (2' x 2')
i	Torch with battery backup	Digi LED
j	Writing Desk	Good Quality and Finish
k	Note pad with pen	Gala Writing Pad of 20 pages. Pen: water-proof, fade proof gel pen of branded company.
l	Mosquito Net	Of approved brand and Quality tested
m	Chappal/Sleeper pair	Branded Company and of good quality
n	Bucket	Good quality and color, 5-10 liters capacity
o	Mug	Fresh Quality and good quality
p	Hangers	good quality and make
q	Cupboard with locking arrangement	with proper arrangement and good quality
r	Wooden flooring in bedroom, dress and drawing room.	good quality and make
s	Ceramic tiles on toilet floor	good quality and make
t	Foot mate	good quality and make

u	Electric Geyser with adequate safety features for continuous supply of Hot water with sufficient pressure and quantity (24hrs.)	Electric Geyser of good brand and fresh quality and the capacity of geyser shall be decided by bidder
v	Fire Extinguisher 5kg. DCP, or 4.5 kg CO2 type	good quality and make, ISI approved
3	Utilities (W.C. and Bath)	
a	E.W.C. with floor trap with flush tank	good quality product
b	N.T. Jali	Of approved brand and fresh Quality
c	Washbasin set with angle cock and pillar cock and complete with all drain pipe and all accessory.	good quality product. Framing shall be of good finish
d	Mirror	With Border frame and decorative fittings(2'x3')
e	Tumbler	good quality and color
f	Towel rod	Of approved brand and good Quality
g	Napkin Holder	Of approved brand and good Quality
h	Toilet paper roll handle	Of approved brand and good Quality
i	bib tap	rand
j	Cold water supply line 25 mm dia	G.I. Pipe, ISI mark
k	Hot water supply line 15 mm dia	G.I. Pipe, ISI mark
l	75 dia PVC drain Line	ISI mark
m	100 dia PVC drain line	ISI mark
n	1litter water bottle (to be served Daily)	(ISO certified)
4	Consumables (shall be of four-star hotel category and shall be replaced daily as well as on demand)	
a	Bed sheet for double bed (to be replaced daily)	for Queen size bed of good quality and make
b	Quilt	for Queen size bed of good quality and make
c	Blanket	Woolen of good quality and make
d	Pillow cover (To be replaced daily)	good brand and Quality
e	Toothbrush, Tooth Paste & tongue cleaner kit	Branded
f	Saving Kit	Branded
g	Shampoo bottle 100 ml	Branded
h	Towel (To be replaced daily)	good quality and make-cotton
i	Napkin (To be replaced daily)	good quality and make-cotton
j	Soap of 100 gm each	Branded
k	Liquid Soap bottle	Branded
l	Comb	Branded
m	Hair Oil Bottle 100 ml.	Branded
n	Toilet paper roll (To be replaced daily)	good quality and make
o	Mosquito Repellent	Branded or any Spray
p	Tissue paper box	High Absorbent and branded quality
5	Services	
a	Soak pit	Sufficient Size, slope and system shall be arranged by contractor
b	Soak pit cover with frame	Good quality and I.S.I. mark
c	Water supply Line from main tank 40 dia	G.I. Pipe, ISI mark
6	Technicians	

a	Tent attendant One person/shift/25 tent	
b	Electrician one/shift/50 tent	
c	Plumber one/shift/50 tent	
d	Housekeeping One person/shift/10 tent	
7	Electric	
a	Decorative Lamp	Traditional lamp
b	Fan (pedestal)	Fresh quality and good brand Make
c	Night Lamp	Fresh Quality and of Brand make
d	5 AMP Plug Point	any make and fresh quality make
e	15 AMP Plug Point	any make and fresh quality
f	Split A.C. 2 ton each	Fresh Quality and of Brand make
g	Pipe Earthing	Good quality workmanship and material
h	tubelight/LED lamp/Conventional Lamp	sufficient for toilet mirror
i	Room Heater	Of approved quality and brand make
j	Geyser	Of approved quality and brand make

Super Deluxe Tent		
1	Description	Specifications
	Tent	fire resistant tent which shall be non-allergic, odorless, made of two-layer fabric with MS pipe skeleton framing, VOC free, noncarcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent and properly anchored to ground against wind pressure and for other stability purposes. The inner layer shall be printed in uniform pattern.
	Tent (A.C.)	
2	Furniture, Household & Appliances / Tent for the entire event period.	
a.	Double Bed	Queen Size: 152cm x 198cm, fresh quality
b.	Mattresses for double bed with pillow set	Mattresses:6"Thick Pillow (2 Nos.): Pillow of Large Size
c.	chair made of traditional material	Fresh Quality and good finish
d.	Sofa Set with seating and centre table	Fresh Quality and of good finish and color. Sofa: 3Nos. single seater Centre Table: Decorative 2'x2'size
e.	TV Set with Direct to Home (DTH) System	Branded Company with Remote and Sound System (42" LED) all in working condition.
f.	Handloom/Handicraft wall pieces for ambience	Decorative and of Good Quality and Finish
g.	Mirror	With Border frame and decorative fittings (2'x3')
h.		Wooden / Steel matching style with surrounding furniture and of good quality (1' x 1')
i.	Torch with battery backup	digiled
j.	Writing Desk	Good Quality and finish
k.	Note pad with pen	Gala Writing Pad of 20 pages. Pen: waterproof, fade proof gel pen of branded company.
l.	Mosquito Net	Of approved brand and Quality tested
m.	Chappal/Sleeper pair	Branded Company and of good quality
n.	Bucket	good quality and color, 5-10 litres capacity
o.	Mug	Fresh Quality and good quality
p.	Hangers	good quality and make
q.	Rack/cupboard for wardrobe purpose	with proper arrangement and good quality
r.	Non-woven fire-retardant carpet	good quality and make
s.	Lenonium/PVC carpet on Toilet floor	good quality and make
t.	Foot mate	good quality and make
u.	Electric Geyser with adequate safety features for continuous supply of Hot water with sufficient pressure and quantity (24hrs.)	Electric Geyser of good brand and fresh quality and the capacity of geyser shall be decided by bidder
v.	Fire Extinguisher 5kg. DCP, or 4.5 kg CO2 type	good quality and make, ISI approved
3	Utilities (W.C and Bath)	
a.	E.W.C. with floor trap with flush tank	Branded
b.	N.T. Jali	Branded

c.	Washbasin set with angle cock and pillar cock and complete with all drainpipe and all accessory.	Framing shall be of good finish
d.	Mirror	With Border frame and decorative fittings (2x3")
e.	Tumbler	Branded
f.	Towel rod	Of approved brand and good Quality
g.	Napkin Holder	Of approved brand and good Quality
h.	Toilet paper roll handle	Of approved brand and good Quality
i.	bib tap	Branded
j.	Cold water supply line 25 mm dia	G.I. Pipe, ISI mark
k.	Hot water supply line 15 mm dia	G.I. Pipe, ISI mark
l.	75 dia PVC drain Line	ISI mark
m.	100 dia PVC drain line	ISI mark
n.	1 liter water bottle (to be served Daily)	(ISO certified)
4	Consumables (shall be of five-star hotel category and shall be replaced daily as well on demand)	
a.	Bed sheet for double bed (to be replaced daily)	for Queen size bed of good quality and make
b.	Quilt	for Queen size bed of good quality and make
c.	Blanket	Woolen of good quality and make
d.	Pillow cover (To be replaced daily)	good brand and Quality
e.	Toothbrush, Toothpaste & tongue cleaner kit	Branded
f.	Saving Kit	Branded
g.	Shampoo bottle 100 ml	Branded
h.	Towel (To be replaced daily)	good quality and make-cotton
i.	Napkin (To be replaced daily)	good quality and make-cotton
j.	Soap of 100 gm each	Branded
k.	Liquid Soap bottle	Branded
l.	Comb	good quality and make
m.	Hair Oil Bottle 100 ml.	Branded
n.	Toilet paper roll (To be replaced daily)	good quality and make
o.	Mosquito Repellent	Branded and Spray
p.	Tissue paper box	High Absorbent and branded quality
5	Services	
a.	Soak pit	sufficient Size, slope and system shall be arranged by contractor
b.	Soak pit cover with frame	Good quality and I.S.I. mark
c.	Water supply Line from main tank 40 dia	G.I. Pipe, ISI mark
6	Technicians	

a.	Tent attendant One person/shift/25 tent	
b.	Electrician one/shift/50 tent	
c.	Plumber one/shift/50 tent	
d.	Housekeeping One person/shift/10 tent	
7	Electric	
a.	Decorative Lamp	Traditional lamp
b.	Fan (pedestal)	Fresh quality and good brand Make
c.	Night Lamp	Fresh Quality and of Brand make
d.	5 AMP Plug Point	any make
e.	15 AMP Plug Point	any make
f.	Split A.C. 2 ton each	Fresh Quality and of Brand make
g.	Pipe Earthing	Good quality workmanship and Material
h.	Tube light/LED lamp/Conventional Lamp	sufficient for toilet mirror
i.	Room Heater	Of approved quality and brand make
j.	Geysers	Of approved quality and brand make

Deluxe Tent		
	Deluxe Tent	fire resistant tent which shall be non-allergic, odorless, made of two layer fabric with MS pipe skeleton framing, VOC free, noncarcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent and properly anchored to ground against wind pressure and for other stability purposes. The inner layer shall be printed in uniform pattern.
1	Tent (A.C.)	
2	Furniture, Household & Appliances / Tent for the entire event period.	
a.	Double Bed	Queen Size: 152cm x 198cm, fresh quality
b.	Mattresses for double bed with pillow set	Mattresses: 6" Thick Pillow (2 Nos.): Pillow of Large Size
c.	chair made of traditional material	Fresh Quality and good finish and color as approved by Employer / Consultant
d.	Sofa Set with seating and centre table	Fresh Quality and of good finish and color. Sofa: 2 Nos. 1 single seater Centre Table: Decorative 2'x2' size
e.	TV Set with Direct to Home (DTH) System	Branded Company with Remote and Sound System (42" LED) all in working condition
f.	Handloom/Handicraft wall pieces for ambience	Decorative and of Good Quality and Finish
g.	Mirror	With Border frame and decorative fittings (2'x3')
h.	Bed side units	Wooden / Steel matching style with surrounding furniture and of good quality (1' x 1')
i.	Torch with battery backup	Digi LED
j.	Writing Desk	Good Quality and finish
k.	Note pad with pen	Writing Pad of 20 pages. Pen: water proof, fade proof gel pen of branded company.
l.	Mosquito Net	Of approved brand and Quality tested
m.	Chappal/Sleeper pair	Branded Company and of good quality
n.	Bucket	good quality and color, 5-10 liters capacity
o.	Mug	Fresh Quality and good quality
p.	Hangers	good quality and make
q.	Rack/cupboard for wardrobe purpose	with proper arrangement and good quality
r.	Non-woven fire retardant carpet	good quality and make

s.	Linoleum/PVC carpet on Toilet floor	good quality and make
t.	Foot mate	good quality and make
u.	Electric Geyser with adequate safety features for continuous supply of Hot water with sufficient pressure and quantity (24hrs.)	Electric Geyser of good brand and fresh quality and the capacity of geyser shall be decided by bidder
v.	Fire Extinguisher 5kg. DCP, or 4.5 kg CO2 type	good quality and make, ISI approved
3	Utilities (W.C. and Bath)	
a.	E.W.C. with floor trap with flush tank	Branded
b.	N.T. Jali	Of approved brand and fresh Quality
c.	Washbasin set with angle cock and pillar cock and complete with all drain pipe and all accessory.	Framing shall be of good finish
d.	Mirror	With Border frame and decorative fittings (2'x3')
e.	Tumbler	Branded
f.	Towel rod	Of approved brand and good Quality
g.	Napkin Holder	Of approved brand and good Quality
h.	Toilet paper roll	Of approved brand and good Quality
i.	bib tap	Branded
j.	Cold water supply line 25 mm dia	G.I. Pipe, ISI mark
k.	Hot water supply line 15 mm dia	G.I. Pipe, ISI mark
l.	75 dia PVC drain Line	ISI mark
m.	100 dia PVC drain line	ISI mark
n.	1litre water bottle (to be served Daily)	(ISO certified)
4	Consumables (shall be of five-star hotel category and shall be replaced daily as well as on demand)	
a.	Bed sheet for double bed (to be replaced daily)	for Queen size bed of good quality and make
b.	Quilt	for Queen size bed of good quality and make
c.	Blanket	Woolen of good quality and make
d.	Pillow cover (To be replaced daily)	good brand and Quality
e.	Toothbrush, Tooth Paste & tongue cleaner kit	Branded

f.	Saving Kit	Branded
g.	Shampoo bottle 100 ml	Branded
h.	Towel (To be replaced daily)	good quality and make-cotton
i.	Napkin (To be replaced daily)	good quality and make-cotton
j.	Soap of 100 gm each	Branded
k.	Liquid Soap bottle	Branded
l.	Comb	good quality and make
m.	Hair Oil Bottle 100 ml.	Branded
n.	Toilet paper roll (To be replaced daily)	good quality and make
o.	Mosquito Repellent	Branded and Spray
p.	Tissue paper box	High Absorbent and branded quality
5	Services	
a.	Soak pit	sufficient Size, slope and system shall be arranged by contractor
b.	Soak pit cover with frame	Good quality and I.S.I. mark
c.	Water supply Line from main tank 40 dia	G.I. Pipe, ISI mark
6	Technicians	
a.	Tent attendant One person/shift/25 tent	
b.	Electrician one/shift/50 tent	
c.	Plumber one/shift/50 tent	
d.	Housekeeping One person/shift/10 tent	
7	Electric	
a.	Decorative Lamp	Traditional lamp
b.	Fan (pedestal)	Fresh quality and good brand Make
c.	Night Lamp	Fresh Quality and of Brand make
d.	5 AMP Plug Point	Any make and fresh quality
e.	15 AMP Plug Point	Any make and fresh quality
f.	Split A.C. 2 ton each	Fresh Quality and of Brand make
g.	Pipe Earthing	Good quality workmanship and material

h.	Tube light / LED lamp/Conventional Lamp	sufficient for toilet mirror
i.	Geysers	Of approved quality and brand make
j.	Room Heater	Of approved quality and brand make

In addition to the tented accommodation requirements given above, each block will also have the following

- 01 Reception area with a reception desk and attendant to record entry and exit of each visitor
- 01 Common dining and Kitchen area
- A medical room with a bed and first aid facilities, with trained nursing staff

7 TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Applicant's Organization and Experience
 - A: Applicant's Organization
 - B: Applicant's Experience
- TECH-3 Financial Qualification of The Applicant
- TECH-4: Self Declaration of Non-Blacklisting
- TECH 5: Format for Power of Attorney for Lead Member of Consortium
- TECH 6: Format for Memorandum of Understanding (MOU) for Consortium
- TECH 7: Format for Power of Attorney for signing of application
- TECH 8: Joint Venture Agreement
- Financial form 1- Financial Proposal

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____

Form TECH-2: Applicant's Organization and Experience

1.1.1 A - Applicant's Organization

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

1.1.2 B - Applicant's Experience

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

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

Form TECH-3: Financial Qualification of The Applicant

Sr. No.	Financial Year	Annual Turnover	Net profit
1	2019-20		
2	2020-21		
3	2021-22		

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

Seal of auditor's Firm:

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

Form TECH-4a: Self Declaration for Backlisting

(Non-blacklisted on 100 RS Stamp Paper)

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: Declaration of non-blacklisting for response to the RFP for selection of Agency for Development and Operations & Maintenance of Tent City on 10 Acre land parcel (patch 1) at Ayodhya, Uttar Pradesh

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

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

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Firm: _____

Address: _____

Phone: _____

Form TECH-4b: Self Declaration for Backlisting

(Non-blacklisted on 100 RS Stamp Paper)

Declaration for Bidder:

[Location, Date]

To: [Name and address of Client]

Subject: Declaration of neither failed to perform and nor been expelled for response to the RFP for selection of Agency for Development and Operations & Maintenance of Tent City on 10 Acre land parcel (patch 1) at Ayodhya, Uttar Pradesh

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company (full registered name of company), _____, during the last three years, neither failed to perform on any agreement, nor been expelled from any project and nor have had any agreement terminated for breach as on date of bid submission.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Firm: _____

Address: _____

Phone: _____

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

(To be executed on Stamp paper of appropriate value)

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

Power of Attorney

Whereas the (Client) has invited Bids from interested parties for RFP for “<Insert name of the RFP>”

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

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

NOW THIS POWER OF ATTORNEY WITNESS THAT;

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

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

Dated this theDay of2023

(Executants)

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

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

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

This Memorandum of Understanding (MoU) entered into this _____ day of _____ 2023 at _____ among _____ and having its registered office at _____, (hereinafter referred as “_____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

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

and

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

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

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

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

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

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

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

1. First Party
2. Second Party

Witness:

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

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

Power of Attorney

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

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

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

Form TECH 8: Joint Venture Agreement

[To be executed on Stamp paper of appropriate value]

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2023

BETWEEN

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

AND

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

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

WHEREAS,

A. Ayodhya Development Authority, represented by its Vice Chairman and having its office at Civil Lines, Kosi Parikrama Rd, Marg, Ayodhya, Uttar Pradesh 224001 (hereinafter referred to as the “Procuring Entity” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Applications”) by its Request for Bids No. dated (the “RFP”) for Development and Operations & Maintenance of Tent City on 10 Acre land parcel (patch 1) at Ayodhya, Uttar Pradesh.

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. JVA

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

3. Covenants

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

4. Role of the Parties

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

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

5. Joint and Several Liabilities

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

6. Percentage Participation in the JV

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

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

Second Party: [should have at least% (..... percent) participation]

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

7. Representation of the Parties

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

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained; or
 - ii. violate any Applicable Law presently in effect and having applicability to it; or
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof; or
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such

Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

(Witness 1)

(Witness 2)

Notes:

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

Financial form 1- Financial Proposal

This form is not to be filled and submitted 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.

TO BE QUOTED PERCENTAGE (%) OF REVENUE TO BE SHARED WITH ADA

Particulars	% Revenue Sharing
Percentage of Gross revenue sharing with ADA in Figures	
Percentage of Gross revenue sharing with ADA in Words	