



**अयोध्या विकास प्राधिकरण**  
**AYODHYA DEVELOPMENT AUTHORITY**



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AYODHYA DEVELOPMENT AUTHORITY

**E-Tender**  
**for**  
**Appointment of agency for Supply, Fabrication and Installation**  
**of Corten Sculptures (Garuda, Nandi and Peacock) along**  
**Bandha Road in Ayodhya (UP).**

**Date: 8<sup>th</sup> February 2024**

**Issued by:**

**Vice Chairman**

Ayodhya Development Authority

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

## 1. GENERAL INFORMATION

The Government of Uttar Pradesh (GoUP) envisions to develop Ayodhya as a global religious and tourism epicentre. The Ayodhya Development Authority (ADA), under guidance from GoUP, is the nodal agency responsible for planning and undertaking development works in the Ayodhya Development Authority Area (AUTHORITYA) of ~875 Sq. km. AUTHORITY has undertaken and have also planned to initiate multiple projects of civil work, streetscape work, landscape work, water conservation works etc.

The Ayodhya Development Authority (ADA) is one of the leading district level bodies in state of Uttar Pradesh, connecting people and communities of the region with reliable, planned, and sustainable development work of accessible public amenities including housing. The ADA plans to implement the vision of the Central Govt. of India and State Govt. of Uttar Pradesh of developing Ayodhya as the Global Spiritual Capital by 2047 with an aim to create the state-of-the-art infrastructure in Ayodhya making this city a vibrant mix of ancient and modern.

The ADA intends to play a pro-active role in the promotion of tourism in the city of Ayodhya and seeks do it via public private participation. ADA is envisaging to engage an agency for **“RFP for Appointment of agency for Supply and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha Road in Ayodhya (UP).”** The Request for Proposal (RFP) document can be downloaded from e-procurement website. <http://etender.up.nic.in/>.

## 2. DATA SHEET

1.	Name of the Bid	<b>Appointment of agency for Supply and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha Road in Ayodhya (UP).</b>
2.	Time-period of completion	30 days from receiving of the work order.
3.	Bill Validity	90 Days.
4.	Method of selection	L1
5.	Bid Processing Fee	Non-refundable fee of <b>INR 5,900/-</b> The payments to be made in the form of RTGS / NEFT
6.	Earnest Money Deposit (EMD)	Refundable amount of <b>INR 80,000 /-</b>  The payments to be made in the form of RTGS/NEFT in Favor Secretary A.D.A and no BG is allowed at this stage. EMD shall be valid for a period of 180 days from Proposal Due Date.  Exemption of EMD will only be given to MSME/NSIC registered bidders. MSME/NSIC registered bidders must submit copy of respective registration certificates to avail EMD exemption being eligible to submit Bids for tenders with the client.
7.	Performance Bank Guarantee	5% of the project value.
8.	Name of the Authority's official for addressing queries and clarifications	Secretary Ayodhya Development Authority E-mail: <a href="mailto:vcafa@gmail.com">vcafa@gmail.com</a> Mob: +91 9899416984
9.	Project Cost:	<b>INR 37,85,807.24/-</b> excluding GST
10.	Account details	ICICI Bank, Branch – Niyawan, Faizabad Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran A/c No - 029005501009 IFSC code ICIC0000290
10.	<b>Key Dates</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid Start Date	08 <sup>th</sup> February 2024 at 04:00 PM
	Bid End Date	15 <sup>th</sup> February 2024 at 03:00 PM
	Opening of Technical Bids	15 <sup>th</sup> February 2024 at 05:00 PM
	Opening of Financial bid	To be Communicated

### **3. INTRODUCTION TO THE PROJECT**

In the pursuit of its visionary goals, the Ayodhya Development Authority (ADA) is poised to weave a tale of cultural grandeur and spiritual enrichment through an exquisite initiative. The upcoming design, build, and installation of Various beautification elements in Ayodhya stands as a testament to ADA's commitment to preserving Ayodhya's heritage while enhancing its contemporary vibrancy. This remarkable endeavour is not merely about adorning a pathway; it symbolizes a fusion of tradition and modernity that welcomes pilgrims and visitors to experience Ayodhya's timeless allure.

#### **Significance, Need, and Importance:**

The significance of the beautification elements along major arterial roads in Ayodhya goes beyond aesthetic enhancement. These pivotal routes leading to the sacred Ram Janam Bhoomi Temple, beckons a multitude of pilgrims and travellers seeking spiritual solace. The beautification elements serve as visual chronicles, narrating the sacred legends, epics, and stories that have thrived within Ayodhya's heart for centuries.

The need for this initiative emerges from a profound yearning to enrich the visitor experience. As pilgrims embark on their spiritual journey, the beautification elements act as cultural guides, bridging the gap between the sacred past and the bustling present. They offer moments of reflection, enabling every passerby to connect with Ayodhya's heritage, regardless of their background.

#### **City Beautification and Vision Link:**

This project embodies the essence of city beautification - an endeavour to enhance urban aesthetics while preserving its cultural identity. As these elements grace Ayodhya's streets, they uplift the surroundings, transforming the road into an open-air gallery. This concept aligns seamlessly with Ayodhya's vision to emerge as a model city that pays homage to its legacy while embracing the dynamism of modern living.

#### **Link with Vision, Goal and Strategy:**

The beautification initiative resonates with ADA's strategy of historic City Circuits and heritage walk. By integrating art, heritage, and infrastructure, this initiative fulfils the strategic objective of creating spaces that evoke a sense of pride and belonging among residents and visitors alike.

Furthermore, this project directly contributes to ADA's goal of promoting cultural tourism and placing Ayodhya as Global Tourism Destination.

The regional architectural designs, resonating with Ayodhya's spiritual and historical narrative, invite cultural enthusiasts, scholars, and tourists from across the globe. As Ayodhya becomes a hub for heritage seekers, the city's status as a cultural epicentre is solidified.

The forthcoming beautification project of design, build, and installation in Ayodhya is a testament to ADA's dedication to Ayodhya's heritage and its prosperous future. It is an embodiment of the city's harmonious coexistence of past and present, spirituality and modernity.

#### **Scope of Work: -**

The scope of work involves the appointment of a qualified agency by the Ayodhya Development Authority (ADA) for the Supply and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha Road in Ayodhya (UP).

Size as per the provided BoQ. Installation shall include associated fixture costs. The material and colour shall not degrade in extreme weather conditions as per Ayodhya. Proper Completion of work as per direction by E/lc.

**Installation location – Bandha Road in Ayodhya**

**Bidder to submit the mock-up/ sample for approval and as per approval from the authority the bidder has to further execute the work as per corrections suggested by the approving authority. Size may vary as per final selection**

## 4. ELIGIBILITY AND EVALUATION CRITERIA

### 4.1 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 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.
2	The Bidder shall 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 and Pan Card.
3	The Bidder shall submit the proof of payment of Bid processing fees and EMD.
4	<b>Financial Capacity:</b> The Bidder should have a minimum average annual turnover of INR 20 Lakhs during the last three (3) years ending on 31 <sup>st</sup> March 2023 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 3).
5	The Bidder shall have experience in similar works* anywhere in India  At least 1 similar work with minimum 80% of the estimated cost (Successfully completed during previous 7 (seven) financial years ending on 31 <sup>st</sup> March 2023) OR At least 2 similar works with minimum 50% of the estimated cost (Successfully completed during previous 7 (seven) financial years ending on 31 <sup>st</sup> March 2023) OR At least 3 similar works with minimum 40% of the estimated cost (Successfully completed during previous 7 (seven) financial years ending on 31 <sup>st</sup> March 2023)
6	The Bidder 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 4 with Undertaking on Rs. 100 Non judicial stamp paper)

**Similar work: “Similar experience means Fabrication, Supply and Installation of CORTEN Steel/Metal sculptures executed for Central Government Departments/ State Government Departments/Central or State PSU/ Government Trusts/ Local Bodies anywhere in India.”**

4.2 The bidder shall qualify the pre-qualification criteria for opening of financial bids.

**4.3 Financial Evaluation:** Financial Bid of only those bidders will be opened who has passed the Eligibility Criteria. The lowest financial proposals shall be the L1 and shall be awarded the Contract.

### 4.4 Award of Contract

- i. After completion of negotiation & discussions with the bidder, Authority shall issue Letter of Intent to the selected bidder.

## **5. PAYMENT TERMS AND SCHEDULE**

1. The request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
2. The currency or currencies in which payments shall be made to the Agency under this contract shall be Indian Rupees (INR) only.
3. All remittance charges shall be borne by the Agency.
4. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.

### **5.1 Rates**

1. The quoted rate shall include supply of all materials, labor, fabrication, installation, transportation, T&P at the site of work, which are required for execution and proper completion of the item of works as mentioned in but not limited to as per RFP & as per design, drawings and specifications, and other terms and conditions mentioned in the tender documents and as required by Engineer In charge. The tenderers should include in his rates, cost of all labors, material, T&P, water, dewatering, fencing, lighting, traffic diversion, diversion and safety of existing system of campus, if required and reinstatement of all public amenities which are disturbed during execution of work, refilling with suitable earth, reforestation etc. which may become necessary for complete execution of the work to the satisfaction of the Engineer. No claims, whatsoever, will be entertained on this account later on.
2. The contractor should keep in view the fluctuation in market rates during the time of acceptance of tender and during the entire period of execution of contract, being a firm tender, no claims, whatsoever, will be entertained on this account.
3. Once the tenders have been opened, no request for consideration of any alteration in their offer shall be entertained.

### **5.2 General Conditions**

1. The bidder must have to deploy the sufficient resources and manpower by advance planning and to ensure regular presence of manpower at running work site. In the case of any shortfall of the personnel or other resources during running work, alternate arrangements will be made by the Authority and expenditure occurred, will be deducted from the contractor bill along with the penalty clause.
2. Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the bidder and the decision of Authority shall be final in this regard.

#### **Note:**

- a) No advance payment shall be made. Payment shall be made in INR by RTGS / NEFT on Bank in the name of bidder.
- b) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- c) Taxes, as applicable, shall be deducted/paid, as per the prevalent rules and regulations

### **5.3 Payment of GST**

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

## **6. GENERAL CONDITIONS OF CONTRACT (GCC)**

### **6.1 General Provisions**

#### **6.1.1. Definitions**

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

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

#### **6.1.2. Law Governing Contract**

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

#### **6.1.3. 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.

#### **6.1.4. Notices**

- 6.1.4.1 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.
- 6.1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing/ e-mail of such change to the address.

#### **6.1.5. Authorized Representatives**

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

#### **6.1.6. Packing & Marking**

- a) **Packing:** The Agency shall pack at his own cost the product sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. Heshall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use. Unless otherwise provided in the contract, all containers(including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Agency shall be considered as non-returnable and their cost as havingbeen included in the contract price. Each package shall contain a packing note specifying the name and address of the Agency, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.
- b) **Marking:** The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: - The following particulars should be stencilled with indelible paint on all the materials/packages:
- Contract No:
  - Name & logo:
  - In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India.

#### 6.1.7. Taxes and Duties

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

#### 6.1.8. Fraud and Corruption

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

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

#### 6.1.9. Measures to be taken

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

The Client will sanction the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency



has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### **6.1.10. Limitation of Liability**

The Client (and any others for whom Services are provided) shall not recover from the Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. The preceding limitation shall not apply to liability arising as a result of the Agency's fraud in performance of the services hereunder.

### **6.2 Commencement, Completion, Modification and Termination of Contract**

#### **6.2.1 Effectiveness of Contract**

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

#### **6.2.2 Commencement of Services**

The Agency shall begin carrying out the Services effectively immediately as per the implementation schedule mentioned in this RFP after the Effective Date specified in the RFP or the Contract.

#### **6.2.3 Expiration of Contract**

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

#### **6.2.4 Modifications or Variations**

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

#### **6.2.5 Force Majeure**

##### **6.2.5.1 Definition**

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

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

resulting modifications with respect to the timelines, location, or manner of the delivery of Services.

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

#### **6.2.5.3 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.

#### **6.2.5.4 Payments**

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

#### **6.2.6 Termination**

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

##### **6.2.6.1 - 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 GC clause 6.2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days in the case of the event referred to in (e).

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

##### **6.2.6.2 - By the Agency**

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 6.2.6.2:

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

### **6.2.6.3 - Payment upon Termination**

Upon termination of this Contract pursuant to GC Clauses 6.2.6.1 or 6.2.6.2, the Client shall make the following payments to the Agency:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 6.2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **6.3 Obligations of the Agency**

### **6.3.1 Standard of Performance**

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

### **6.3.2 Confidentiality**

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

### **6.3.3 Documents prepared by the Agency**

- a) All deliverable to be developed and submitted by the Agency under this Contract shall be

in English language.

- b) The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Agency compiles and retains in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.
- c) All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Agency under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- d) Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

#### **6.3.4 Accounting**

The Agency shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

#### **6.4 Obligations of the Client**

##### **6.4.1 Assistance and Exemptions**

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

##### **6.4.2 Change in the Applicable Law Related to Taxes and Duties**

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

#### **6.5 Payments to the Agency**

##### **6.5.1 Professional fee and Payments**

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

##### **6.5.2 Terms and Conditions of Payment**

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

## **6.6 Good Faith and Indemnity**

- 6.6.1** 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.
- 6.6.2** To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

## **6.7 Settlement of Disputes**

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

## **6.8 Amicable Settlement**

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

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

### **6.8.1 Arbitration**

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Ayodhya, India. The language of arbitration shall be English.

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

### **6.8.2 Jurisdiction**

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

## 1. 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
- 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 services for **Appointment of agency for Supply, Fabrication and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha Road in Ayodhya (UP)**. in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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 the 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 the fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Agency, if any:	
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**

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Annual Turnover</b>	<b>Net Worth</b>
1	2020-21		
2	2021-22		
3	2022-23		

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

Seal of auditor's Firm:

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

**Form TECH-4: Self Declaration for Backlisting**

*(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 **Appointment of agency for Supply, Fabrication and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha Road in Ayodhya (UP).**

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

Dear Sir,

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

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## Form TECH 5: 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 “<Appointment of agency for Supply, Fabrication and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha road in Ayodhya (UP).> 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:

- *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.*

## Bill of Quantities (BoQ)

Shiva: The Nandi								
SI. No	SCH. P.W.D.	ITEM NO NBO	Description of Work	P.W.D. SPEC. NO.	UNIT	Qty	Rate	Amount
1	2	3	4	5	6	7	8	9
1	MR		Supply Fabrication and Installation Corten Steel Original Sculptures. a. Nandi--01 No. Process: An Accurate Assessment of the shape of the sculpture should be ascertained and CNC Drawing should be made to cut the surface sheets. The Sculpture should be built by suitable welding practices that Corten steel Demands. Accurate angles of the faces should be achieved during the fitting and welding. Jiggs and Fixtures should be used wherever Needed and Bitumen 2 to 4mm thick Inside Coating. About 8ft tall, or proportionate and relevant to the Theme of the animal from rendered so that the scale has suitable visual impact. Mounted on the base plate with the Vertical Mast Fixing brackets to the Concrete base pedestal are Provided in Galvanized Mild Steel. The Base plate is either fastened or welded at the Site for a Secure Installation. Materials: Corten Steel Thickness: 3.15mm Thick Inner Support Structure: - SHS-100x100 Section and 'L' Angles. Hot Dip Galvanized: - 90 Microns. Finish: Natural Aged Finish		JOB	1	1250 800	125080 0
2	SOR 22-251	1	Excavation in foundation in ordinary soil (Loam clay, or sand) including filling lift up to 1.5 metre (5fts.) and lead up to 30 m. (100 fts.) & including filling, watering and ramming of excavated earth into the trenches or into the space between the building and the sides of foundation trenches or into the plinth and removal and disposal of surplus earth as directed by the Engineer - in - charge up to a distance of 30 M. (100 fts.) from the foundation	4.11	Cum.	5.81 434	125	726.79 25
3	SOR 22 CH-8	1	Providing and injecting chemical emulsion for Preconstruction anti termite treatment and creating a chemical barrier under and all around the column pits wall trenches basement excavation top surface if plinth filling junction of wall and floor along the external primer of binding expansion joints, surroundings of pipes and conduit etc. complete(Plinth area of the building at ground floor only shall be measured as per I.S. 6313 (Part II 1981) Aldrine emulsifiable concentrate or any other approved material such as Hephachlor or chlordance will be used. The rate of applications of chemical emulsion shall be as Follows:-		Sqm	5.81 434	190	1104.7 246

4	SOR 22 - 255	4.24	Sand filling in plinth excluding supply of necessary quantity of sand from a distance not exceeding 8 km. From the site of work and including watering, ramming, dressing etc. Rate to include cost of all materials, labour and T & P etc. required for proper completion of the work.	4.4	Cum.	1.74 43	750	1308.2 265
5	SOR 22- 275	-	Providing and laying Cement concrete 1:4:8 (1 cement: 4 coarse sand: 8 graded stone ballast 20 mm. nominal size) including supply of all materials. Labour and T&P etc. required for proper completion of the work and curing complete also including cost of formwork in foundation and floors.		Cum.	0.58 679	4350	2552.5 4085
6	SOR 22- 284	B	R.C.C work with cement approved course sand and 2 cm (3/4") gauge approved stone ballast in the proportion of 1:1.5:3 in lintels of doors and windows excluding supply of reinforcement and its bending but including its fixing and bending the same with 24 B.W.G. G.I. binding wire and including necessary centring and shuttering etc. and also including supply of all materials, labours and T & P etc. required for proper completion of the work. Binding wire cost being included in the item.		Cum.	9.24 222	8650	79945. 203
7	SOR22- 502		Mild steel or iron work of small sizes and sections such as holding down bolts, hold fasts, tie rods, gratings etc. (when not included in an overall rates) wrought to required form, including supply of steel, bolts, nuts and wastage etc. and their fixing required		Qtl.	0.23 106	7880	1820.7 1734
8	DSR 23	7.3	30 mm red sand stone sun-shade (chisel-dressed) supported on red sand stone brackets, fixed in walls with cement mortar 1:4 (1 cement: 4 coarse sand), including finishing complete. (Cost Index 0.735)		Sqm.	13.9 014	1251 .71	17400. 43186
9	MR		Providing and fixing of Solar Light 30W semi-integrated solar street light with wall brecket. Including wiring & conduiting as per required size 3x1.5 sqmm flexible cable Terms and Condition Model SWL-40, Solar Panel 10W, Lumen 6000lm, Battery 3.7V, 18Ah Li-ion, Lighting Color: Warm Light 3000K, Solar Charging Time: 8 hr, Autonomy: M1-3 Night M2- 7 Nights M3- 2 Nights, Lighting Time: 2-3 Nights, Temp 10-60 'C, Waterproof IP-67, Remote-Yes, Main Material: Aluminium Alloy & Glass, Size 349x104x80mm, Warranty -2years from the date of fixing.			1	8200	8200
			<b>Total</b>					<b>136385 8.637</b>

**Vishnu: The Garuda**

Sl. No	SCH. P.W. D.	ITEM NO NBO	Description of Work	P.W.D. SPEC. NO.	UNIT	Qty	Rate	Amount
1	MR		Supply Fabrication and Installation Corten Steel Original Sculptures. a. Garuda---01 No. Process: An Accurate Assessment of the shape of the sculpture should be ascertained and CNC Drawing should be made to cut the surface sheets. The Sculpture should be built by suitable welding practices that Corten steel Demands. Accurate angles of the faces should be achieved during the fitting and welding. Jiggs and Fixtures should be used wherever Needed and Bitumen 2 to 4mm thick Inside Coating. About 8ft tall, or proportionate and relevant to the Theme of the animal from rendered so that the scale has suitable visual impact. Mounted on the base plate with the Vertical Mast Fixing brackets to the Concrete base pedestal are Provided in Galvanized Mild Steel. The Base plate is either fastened or welded at the Site for a Secure Installation. Materials: Corten Steel Thickness: 3.15mm Thick Inner Support Structure: - SHS-100x100 Section and 'L' Angles. Hot Dip Galvanized: - 90 Microns. Finish: Natural Aged Finish		JOB	1	997100	997100
2	SOR 22 - 251		Excavation in foundation in ordinary soil (Loam clay, or sand) including filling lift upto 1.5 metre (5fts.) and lead up to 30 m.(100 fts.) & including filling, watering and ramming of excavated earth into the trenches or into the space between the building and the sides of foundation trenches or into the plinth and removal and disposal of surplus earth as directed by the Engineer - in - charge up to a distance of 30 M. (100 fts.) from the foundation	4.11	Cum.	5.2605	125	657.5625
3	SOR 22 CH-8		Providing and injecting chemical emulsion for Preconstruction anti termite treatment and creating a chemical barrier under and allaround the column pits wall trenches basement excavation top surface if plinth filling junction of wall and floor along the external perimer of binding expansion joints, surroundings of pipes and conduit etc. complete(Plinth area of the building at ground floor only shall be measured as per I.S. 6313 (Part II 1981) Aldrine emulsifiable concentrate or any other approved material such as Hephthachlor or chlordance will be used. The rate of applications of chemical emulsion		Sqm	10.521	190	1998.99
4	SOR 22 - 255	4.24	Sand filling in plinth excluding supply of necessary quantity of sand from a distance not exceeding 8 km. From the site of work and including watering, ramming, dressing etc. Rate to include cost of all materials, labour and T & P etc. required for proper completion of the work.	4.4	Cum.	1.0521	750	789.075
5	SOR 22- 275		Providing and laying Cement concrete 1:4:8 (1 cement : 4 coarse sand : 8 graded stone ballast 20 mm. nominal size) including supply of all materials. Labour and T&P etc. required for proper completion of the work and curing complete also including cost of formwork in foundation and floors.		Cum.	1.19187	7850	9356.1795

6	SOR 22- 284		R.C.C work with cement approved course sand and 2 cm {3/4"} gauge approved stone ballast in the proportion of 1:1.5:3 in lintels of doors and windows excluding supply of reinforcement and its bending but including its fixing and bending the same with 24 B.W.G. G.I. binding wire and including necessary centering and shuttering etc. and also including supply of all materials, labours and T & P etc. required for proper completion of the work. Binding wire cost being included in the item.	Cum.	20. 334 6	830 0	16877 7.18
7	SOR2 2- 502		Mild steel or iron work of small sizes and sections such as holding down bolts, hold fasts, tie rods, gratings etc. (when not included in an overall rates ) wrought to required form, including supply of steel ,bolts, nuts and wastage etc. and their fixing required	Qtl.	0.5 083 7	788 0	4005.9 162
8	DSR 23	7.3	30 mm red sand stone sun-shade (chisel-dressed) supported on red sand stone brackets, fixed in walls with cement mortar 1:4 (1 cement: 4 coarse sand), including finishing complete. (Cost Index 0.735)	Sqm.	19. 811 9	125 1.7 1	24798. 6943
9	MR		Providing and fixing of Solar Light 30W semi-integrated solar street light with wall bracket. Including wiring & conduiting as per required size 3x1.5 sqmm flexible cable Terms and Condition Model SWL-40, Solar Panel 10W, Lumen 6000lm, Battery 3.7V, 18Ah Li-ion, Lighting Color: Warm Light 3000K, Solar Charging Time: 8 hr, Autonomy: M1-3 Night M2- 7 Nights M3- 2 Nights, Lighting Time: 2-3 Nights, Temp 10-60 'C, Waterproof IP-67, Remote-Yes, Main Material: Aluminium Alloy & Glass, Size 349x104x80mm, Warranty -2years from the date of fixing.		1	820 0	8200
			Total				12156 83.6

**Kartike: The Peacock**

SI. No	SCH. P.W.D.	ITEM NO NBO	Description of Work	P.W.D SPEC . NO.	UNIT	Qty	Rate	Amount
1	2	3	4	5	6	7	8	9
1	MR		Supply Fabrication and Installation Corten Steel Original Sculptures. a. Peacock---01 No. Process: An Accurate Assessment of the shape of the sculpture should be ascertained and CNC Drawing should be made to cut the surface sheets. The Sculpture should be built by suitable welding practices that Corten steel Demands. Accurate angles of the faces should be achieved during the fitting and welding. Jiggs and Fixtures should be used wherever Needed and Bitumen 2 to 4mm thick Inside Coating. About 8ft tall, or proportionate and relevant to the Theme of the animal from rendered so that the scale has suitable visual impact. Mounted on the base plate with the Vertical Mast Fixing brackets to the Concrete base pedestal are Provided in Galvanized Mild Steel. The Base plate is either fastened or welded at the Site for a Secure Installation. Materials: Corten Steel Thickness: 3.15mm Thk Inner Support Structure: - SHS-100x100 Section and 'L' Angles. Hot Dip Galvanized: - 90 Microns. Finish: Natural Aged Finish			1	997100	997100
2	SOR 22 -251		Excavation in foundation in ordinary soil (Loam clay, or sand) including filling lift upto 1.5 metre (5fts.) and lead upto 30 m. (100 fts.) & including filling, watering and ramming of excavated earth into the trenches or into the space between the building and the sides of foundation trenches or into the plinth and removal and disposal of surplus earth as directed by the Engineer - in - charge up to a distance of 30 M. (100 fts.) from the foundation	4.11	Cum.	5.0477 4	125	630.967 8
3	SOR 22 CH- 8		Providing and injecting chemical emulsion for Preconstruction anti termite treatment and creating a chemical barrier under and all-around the column pits wall trenches basement excavation top surface if plinth filling junction of wall and floor along the external premier of binding expansion joints, surroundings of pipes and conduit etc. complete(Plinth area of the		Sqm	10.095 5	190	1918.14 2



			building at ground floor only shall be measured as per I.S. 6313 (Part II 1981) Aldrine emulsifiable concentrate or any other approved material such as Hephachlor or chlordance will be used. The rate of applications of chemical emulsion					
4	SOR 22 - 255	4.24	Sand filling in plinth excluding supply of necessary quantity of sand from a distance not exceeding 8 km. From the site of work and including watering, ramming, dressing etc. Rate to include cost of all materials, labour and T & P etc. required for proper completion of the work.	4.4	Cum.	1.0095 5	750	757.161 3
5	SOR 22- 275		Providing and laying Cement concrete 1:4:8 (1 cement : 4 coarse sand : 8 graded stone ballast 20 mm. nominal size) including supply of all materials. Labour and T&P etc. required for proper completion of the work and curing complete also including cost of formwork in foundation and floors.		Cum.	1.1389 6	7850	8940.85 6
6	SOR 22- 284		R.C.C work with cement approved course sand and 2 cm (3/4") gauge approved stone ballast in the proportion of 1:1.5:3 in lintels of doors and windows excluding supply of reinforcement and its bending but including its fixing and bending the same with 24 B.W.G. G.I. binding wire and including necessary centering and shuttering etc. and also including supply of all materials, labours and T & P etc. required for proper completion of the work. Binding wire cost being included in the item.		Cum.	19.385 7	8300	160900. 9
7	SOR22 - 502		Mild steel or iron work of small sizes and sections such as holding down bolts, hold fasts, tie rods, gratings etc. (when not included in an overall rates) wrought to required form, including supply of steel, bolts, nuts and wastage etc. and their fixing required		Qtl.	0.4846 4	7880	3818.97 3
8	DSR 23	7.3	30 mm red sand stone sun-shade (chisel-dressed) supported on red sand stone brackets, fixed in walls with cement mortar 1:4 (1 cement : 4 coarse sand), including finishing complete. (Cost Index 0.735)		Sqm.	19.172 4	1251.7 1	23998.1 7

9	MR		Providing and fixing of Solar Light 30W semi-integrated solar street light with wall bracket. Including wiring & conduiting as per required size 3x1.5 sqmm flexible cable Terms and Condition Model SWL-40, Solar Panel 10W, Lumen 6000lm, Battery 3.7V, 18Ah Li-ion, Lighting Color: Warm Light 3000K, Solar Charging Time: 8 hr, Autonomy: M1-3 Night M2- 7 Nights M3- 2 Nights, Lighting Time: 2-3 Nights, Mounting Height 3-4 m, Temp 10-60 °C, Waterproof IP-67, Remote-Yes, Main Material: Aluminum Alloy & Glass, Size 349x104x80mm, Warranty -2years from the date of fixing.			1	8200	8200
			Total					1206265

## Financial form 1- Financial Proposal

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

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Appointment of agency for Supply and Installation of Corten Sculptures (Garuda, Nandi and Peacock) along Bandha Road in Ayodhya (UP).					
1.01	As per Attached BOQ	1.000	JOB	37,85,807.24	37,85,807.24	INR Thirty-seven lakhs Eighty-five thousand, eight hundred and paise twenty-four only
Total in Figures					37,85,807.24	INR Thirty-seven lakhs Eighty-five thousand, eight hundred and paise twenty-four only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words	INR Zero Only					