



अयोध्या विकास प्राधिकरण

AYODHYA DEVELOPMENT AUTHORITY



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Request for Proposal for

**Supply and Fixing of Shop Signages with LED
light Fixtures Under Rampath Façade
Development Project in Ayodhya**

Date: 7th March 2024

Issued by:

AYODHYA DEVELOPMENT AUTHORITY

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

Disclaimer

This Request for Proposal (RFP) document for “Supply and Fixing of Shop Signages with LED light Fixtures Under Rampath Façade Development Project in Ayodhya” contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as “Applicant/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”). While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Ayodhya Development Authority (hereinafter referred to as “ADA”, “Client” or the “Authority”) or any of its employees or existing advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

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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”, “Client” or the “Authority”), under guidance from GoUP, is the nodal agency responsible for planning and undertaking development works in the Ayodhya Development Authority Area (ADAA) of ~875 Sq. km.

ADA has undertaken and have also planned to initiate multiple projects of civil work, streetscape work, landscape work, water conservation works etc. and is envisaging to engage an agency for **“Supply and Fixing of Shop Signages with LED light Fixtures Under Rampath Façade Development Project in Ayodhya”**

The Request for Proposal (RFP) document can be downloaded from e-procurement website.

<http://etender.up.nic.in/>.

Request for proposal for Supply and Fixing of Shop Signages with LED light Fixtures Under Rampath
Façade Development Project in Ayodhya

2 DATA SHEET

1	Name of the Bid	Request for Proposal for Supply and Fixing of Shop Signages with LED light Fixtures Under Rampath Façade Development Project in Ayodhya
2	Time-period of contract	45 days from receiving of the Work order
3	Method of selection	Least cost basis
4	Bid Processing Fee	Non-refundable fee of INR 5,900/- incl. tax/GST etc. The payments to be made in the form of RTGS/NEFT
5	Earnest Money Deposit (EMD)	Refundable amount of INR 2,23,000/- 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 Validity: EMD shall be valid for a period of 180 days from Proposal Due Date
6	Performance Guarantee	5% of the contract value in form of Bank Guarantee (valid till 3 (three) months after completion of the project).
7	EMD and Tender Fee Exemption	Not allowed
8	Name of the Authority's official for addressing queries and clarifications	Secretary, Ayodhya Development Authority Ayodhya, Uttar Pradesh Telephone: +91 9899416984 E-mail: vcafda@gmail.com
9	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
10	Proposal Validity Period	120 days from Proposal Due Date
11	Proposal Language	English
12	Project Cost	The project value is ₹ 1,11,60,000 excluding GST
13	Proposal Currency	INR
14	Key Dates	
	Task	Key Dates
	Bid Start Date	7 th March 2024 at 03:00 PM
	Bid End Date	14 th March 2024 at 04:00 PM
	Opening of Technical Bids	14 th March 2024 at 04:00 PM
16	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
17	Consortium/JV to be allowed	No

3 INSTRUCTIONS TO APPLICANTS

A. General instructions

1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. Joint venture/Consortium is not allowed under this RFP.

2. Proposal preparation cost

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

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

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

4. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in/> through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It is deemed that Applicants have conducted their own assessment, research and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.
- 5.3. It would be deemed that by submitting the Proposal, the Applicant has:
 - 5.3.1. Made a complete and careful examination and accepted the RFP in totality;

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

B. Preparation and submission of Proposals

6. Language and currency

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

7. Proposal validity period and extension

- 7.1. Proposals shall remain valid for a period of one hundred twenty (120) days from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Applicant's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

8. Format and signing of Proposals

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

9. Site Visit

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

10. Submission of e-bid/Proposal

- 10.1. The bid submission module of e-procurement website <http://etender.up.nic.in/> enables the Applicants to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should

submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

- 10.2. The Applicants have to adhere to the following instructions for submission:
- 10.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in/>. The Applicants must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - 10.2.2. In addition to the normal registration, the Applicant has to register with their Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant 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.
 - 10.2.3. The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
 - 10.2.4. After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
 - 10.2.5. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
 - 10.2.6. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
 - 10.2.7. The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
 - 10.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window

as an acknowledgement for future reference.

10.2.9. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

11. Submission of hard copy

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

12. Deadline for submission

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

13. Late submission

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

14. Withdrawal and resubmission of Proposal

14.1.At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in/>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

14.2.No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeited of his/her e-bid/Proposal security.

14.3.The Applicant can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in/>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

14.4.The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e- bids/Proposals.

14.5.No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

15. Selection of the Agency

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

C. Proposal opening

16. Opening of Proposals

16.1.Client will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the Client office.

16.2.The Applicant'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 Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee 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.

16.3.The Applicants 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 Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.

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

16.5.The Client will prepare minutes of e-bid/Proposal opening.

17. Confidentiality

17.1.Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Agency shall not be disclosed to any person not officially concerned with the process.

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

18. Tests of responsiveness

18.1.Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

18.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.

18.1.2. It contains all information as desired in this RFP.

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

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

18.1.5. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Date Sheet of this RFP.

18.1.6. The selected Applicant has furnished a Performance Guarantee as outlined in the Data Sheet of this document at the time of contract signing. The Performance Guarantee shall be returned or be extended after the expiry of the project period, as the case may be. The Bank Guarantee (submitted as a Performance Guarantee) can be from any Nationalised or Scheduled bank.

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

19. Clarifications sought by Client

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

20. Proposal evaluation

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

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

21. Notifications

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

4 BACKGROUND

Ayodhya, is a place of great antiquity. In ancient times the country round about Ayodhya was known as Kosala and both find mention in ancient literature. The first three Vedas, however do not mention either Kosala or its capital, Ayodhya; it is only in the Atharvaveda that the city has been described as having been built by the gods and being as prosperous as paradise itself. The Satapatha Brahmana speaks of Kosala as one of the countries of the Vedic Aryans and the grammarian Panini mentions it in one of his sutras. Vivid descriptions of Ayodhya are to be found in the Ramayana of Valmiki, and the Mahabharata gives it the epithet of "Punyalakshana" (endowed with auspicious signs). The Kanauj kingdom arose in Ayodhya, then called Oudh, during the 11th and 12th centuries CE. The region was later included in the Delhi sultanate, the Jaunpur kingdom, and, in the 16th century, the Mughal Empire. Oudh gained a measure of independence early in the 18th century but became subordinate to the British East India Company in 1764. In 1856 it was annexed by the British; the annexation and subsequent loss of rights by the hereditary land revenue receivers provided one of the causes of the Indian Mutiny in 1857. Oudh was joined with the Agra Presidency in 1877 to form the North-Western Provinces and later the United Provinces of Agra and Oudh, now Uttar Pradesh state.

4.1 About ADA

The Ayodhya Development Authority (ADA) is one of the leading district level body 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.

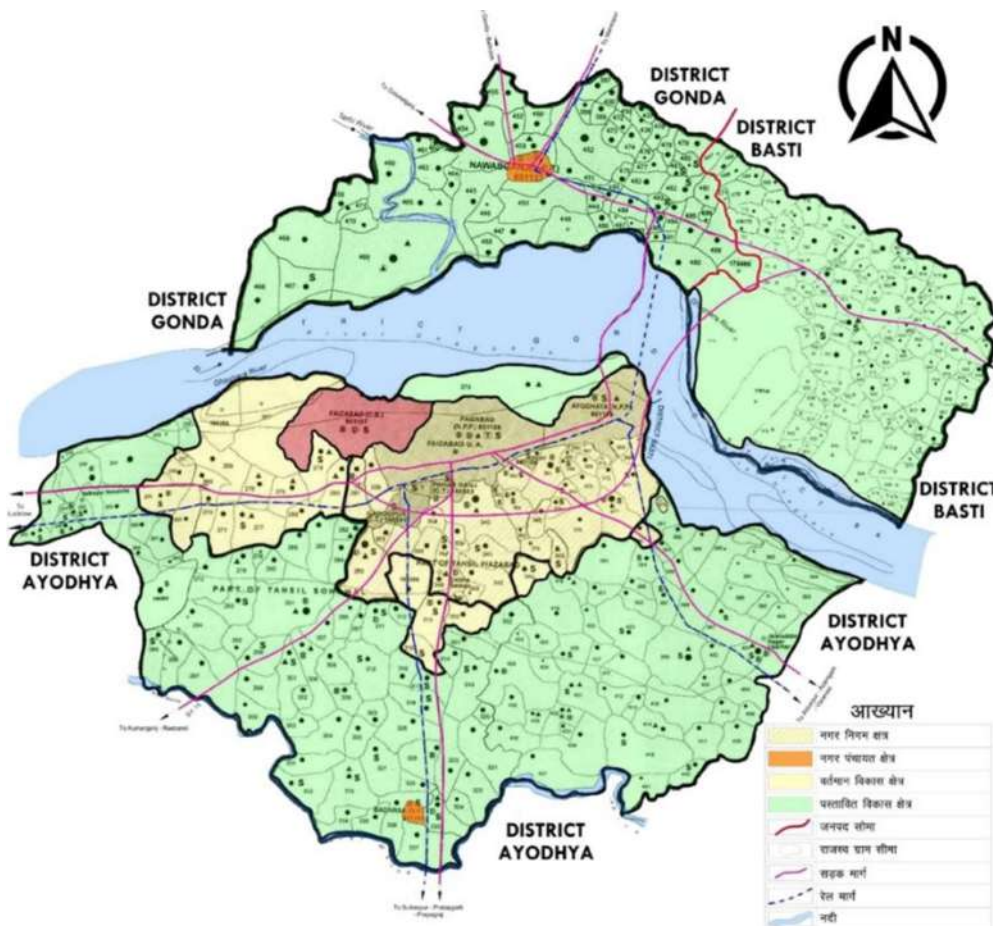


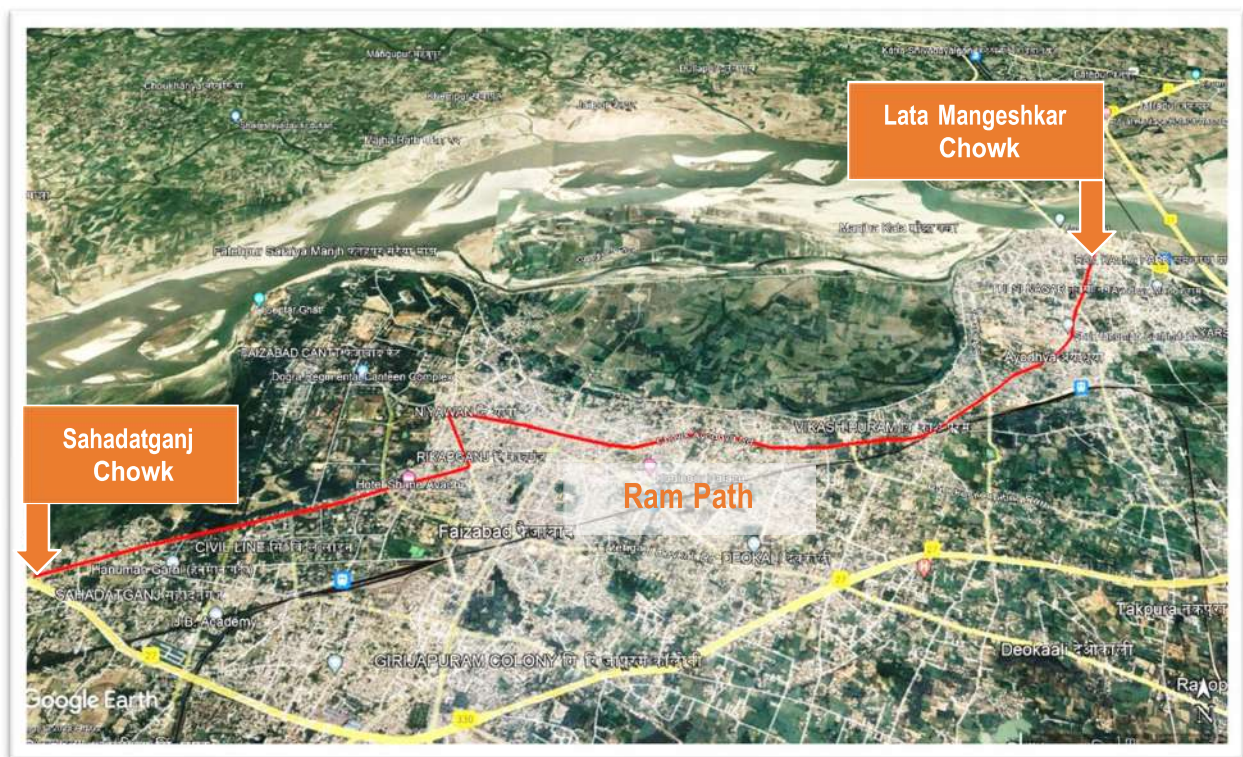
Figure 1: Ayodhya Development Authority Area ~ 873 Sq.km

4.2 Background of the project:

In Ayodhya, one of the roads that draws a large number of tourists and pilgrims is the Ram Path Road as the road acts as the trunk road to reach the famous Ram Janm Bhumi. In addition to the several commercial and residential buildings that are established on both side of the Ram Path, the road is also the start points for Ram janm bhoomi Path and Bhakti Path that provide access to religious attractions like Hanumangarhi Mandir, Rajdwar Mandir, Dashrath Mahal, Ram Gulela Mandir, etc.

The road starts from Lata Mangeshkar trijunction in Ayodhya and ends at Sahadatganj trijunction and spans over 13 Km in length.

As an integral part of the vision of making Ayodhya a Global touristic destination, Ayodhya Development Authority has now planned to improve the façade of all the commercial spaces along the Ram Path Road by installation of unified theme and design based Signages of shops. Hence, Ayodhya Development Authority is looking for Request for Proposal for Supply and Fixing of Shop Signages with LED light Fixtures Under Rampath Façade Development Project in Ayodhya.



5 GENERAL SCOPE OF WORK

5.1 Scope of Work

To ensure a pleasant appearance to the tourists and pilgrims visiting the places of touristic interests such as Ramjanambhoomi, Hanumangarhi Mandir, Rajdwar Mandir, Dashrath Mahal, Ram Gulela Mandir,

The scope of work of this assignment includes the design, supply and fixing of theme based signages for shops along Rampath in Ayodhya, so that it represents the overall scheme with façade upliftment of the shops. The theme based signages designs and fixing as mentioned under scope is to be done on the **“stretch of 13 km that starts from Lata Mangeshkar Chowk and ends at Shahdatganj Tiraha.”**

The assignment is bound to be completed within 45 days from the commencement of the work.

In case you are not able to deliver the work as per the given timeline, then you shall be levied the penalty as detailed out in **Clause 5.4**. The Bidder shall work in close coordination with vendors appointed for other works like facade, beautification, lights, paintings etc.

5.2 Technical Specification –

Signage painted vinyl sheet on acrylic sheet with ACP lamination, Eco solvent printing on Vinyl Acrylic Sheet (Sheet of 5 mm thickness), it should be backlit. (Size to be as per site requirements). The base structure of the shop signage shall be made of a metal frame in the form of a box made up of metal pipes of minimum thickness 0.50 inches, with minimum depth to accommodate LED light. The box should be wrapped by an ACP sheet all around.



- The logo Board shall be supported on MS or SS steel angles for installation.
- The Logo board shall be backlit with warm white LED strip lights.
- The ink shall not fade or wash off for next five years.
- The life of the entire board shall be minimum five years and accordingly, the materials used for making boards shall be selected. All the relevant test certifications of the materials used shall be submitted by the bidder.
- All sign boards to be dated during fabrication with indelible marking to indicate the date of manufacture of the sign and actual date of installation at site in an unprotected outdoor exposure.
- Bidder shall submit the Material test certificate.
- The Board shall be installed within the arches.

5.3 Rates

The quoted rate shall include supply of all materials, labor, T&P at the site of work, which are required for execution and proper completion of the work and other terms and conditions mentioned in the tender

documents and as required by Engineer In charge. The bidders should include in his rates, cost of all labors, material, T&P, water, dewatering, fencing, lighting, traffic diversion, diversion and safety of existing system of campus, if required and reinstatement of all public amenities which are disturbed during execution of work, refilling with suitable earth, reforestation etc. which may become necessary for complete execution of the works to the satisfaction of the Engineer. No claims, whatsoever, will be entertained on this account later on.

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

5.4 Payment terms

1. The request for payment shall be made to the ADA 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 Contractor shall be paid fortnightly if the work is completed as per the milestones and timelines finalized by ADA during the issuance of the Work order. The payment has to be done on the basis of record in the measurement book (M.B.) on the site, as per rule. Any delay of work shall be penalized as per the details provided under Clause 5.5.**
3. Due payments shall be made promptly by the ADA, generally within sixty (60) days after submission of an invoice or request for payment by Agency.
4. The currency or currencies in which payments shall be made to the Agency under this contract shall be Indian Rupees (INR) only.
5. All remittance charges shall be borne by the Agency.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
8. Payment of Goods & Service Tax GST shall be shown extra by the bidder in their invoices for the items applicable.

5.5 Penalty Clause

In case ADA identifies the non-satisfactory, incomplete or delayed completion of respective milestones, then ADA shall be liable to take the measures as mentioned below to compensate the loss of time and efforts. In such cases, bidder must be agreeing to the measures and deductions as mentioned under the penalty clause under this section. **The following mentioned Penalty clause shall be applicable in case the bidder is not able to implement the work as per the work plan and milestones defined by ADA.**

Penalty Clause		
1	Delay in achieving any milestone by 0-2 Days	No penalty shall be imposed
2	Delay in achieving any milestone by 3-7 Days	ADA shall deduct an amount equal to 2% of RA bill
3	Delay in achieving any milestone by 8-14 Days	ADA shall deduct an amount equal to 10% of RA bill
4	Delay in achieving any milestone by 15-30 Days	ADA shall deduct an amount equal to 20% of RA bill
5	Delay in achieving any milestone more than 30 Days	ADA shall have right to terminate the contract, hold the payment, take legal actions and blacklist the contractor and forfeit the bank guarantee.

Note: Milestone means 400 Nos. Signage board per week post approval

5.6 Incentive Clause

In case the bidder executes the work satisfactorily and successfully at the site before the estimated completion date, then ADA shall incentivize the Bidder additionally, up to 10% of the Bid value as decided by the Authority.

Incentive		
1	Project Completion before 1 week of project duration	ADA shall reward the selected bidder with 2.5%* of project cost as incentive
2	Project Completion before 2 week of project duration	ADA shall reward the selected bidder with 5%* of the project cost as incentive
3	Project Completion before 3 week of project duration	ADA shall reward the selected bidder with 10%* of the project cost as incentive

***Note: The incentive amount is subjected to the sanctioned amount for the project and at Authority's discretion.**

6 ELIGIBILITY AND EVALUATION CRITERIA

6.1 Pre-qualification 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.	Financial Capacity: The Bidder should have a minimum average annual turnover of INR 50 lakhs from <i>similar works</i> during the last three (3) years ending on 31 st 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) years as on date of submission of bid.) OR At least 2 similar works with minimum 50% of the estimated cost (Successfully completed during previous 7 (seven) years as on date of submission of bid.) OR At least 3 similar works with minimum 40% of the estimated cost (Successfully completed during previous 7 (seven) years as on date of submission of bid.)) Documentary proof (Original Photo documentation of similar work shall be submitted along with work Order and Completion Certificate from the client.)
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 4A with Undertaking on Rs. 100 Non judicial stamp paper)

Similar work means experience in designing, making and installation of LED backlit Signages/ logos for Central Government Departments/ State Government Departments/Central or State PSU/ Government Trusts/ Local Bodies anywhere in India.

Stage 1- Eligibility Criteria – The bidder needs to successfully qualify as per the criteria laid down in Eligibility Criteria (6.1) of this RFP.

Stage 2- 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.

- Post opening of financial bid and declaration of L1 bidder, the L1 bidder shall have to submit a prototype, which shall be subjected to the approval of the Authority.
- Only the selected prototype design shall be implemented.
- The finishing and quality of the end product shall be top notch and unmatched.

7 GENERAL CONDITIONS OF CONTRACT (GCC)

1 General Provisions

1.1 Definitions

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

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Authorized Representatives

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

1.6 Environmental Health & Safety Norms

Agency has to submit Project Specific Plan for Implementation of Environment, Health and

Safety (EHS) norms of statutory bodies before start of execution of the Project and abide by/comply/ implement all the provisions of the approved EHS Plan. Non-compliance of any provision in this regard would attract penalty and suitable amount for the same shall be recovered from their Running Account Bills.

The Agency shall provide a report on the Environmental, Health and Safety (EHS) metrics. The Agency shall also provide immediate notification to the Project in Charge of incidents in the following categories. Full details of such incidents shall be provided to the Engineer in Charge within the timeframe agreed with the Engineer In Charge.

- a) confirmed or likely violation of any law or international agreement.
- b) any fatality or serious (lost time) injury.
- c) significant adverse effects or damage to private property (e.g., vehicle accident, damage from fly rock, working beyond the boundary)
- d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species.
or
- e) any allegation of sexual harassment or sexual misbehavior, child abuse, defilement, or other violations involving children.

1.7 Packing & Marking

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

1.8 Labor Law

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

1.9 Taxes and Duties

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

1.10 Fraud and Corruption

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

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

1.10.2 Measures to be taken

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

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

1.11 Limitation of Liability

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

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

2. Commencement, Completion, Modification and Termination of Contract

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.

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

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.

2.5 Force Majeure

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.

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.

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.

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.

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.

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 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.

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 2.6.2:

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

2.6.3 Payment upon Termination

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

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

3. Obligations of the Agency

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.

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

abreach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

3.3 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.

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.

4. Obligations of the Client

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.

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.

5. Payments to the Agency

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).

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

6. Good Faith and Indemnity

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.

6.2 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.

7. Settlement of Disputes

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

7.2 Amicable Settlement

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

In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall 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.

7.3 Arbitration

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

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

7.4 Jurisdiction

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

8 Exit Management

a. Preamble

- i. The word „parties“ include the ADA and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management due to illegality, the Parties shall agree mutually at when and if the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b. Transfer of Assets

- I. The selected bidder may continue work on the assets for the duration of the exit management period which may be a 30 days period from the date of expiry or termination of the agreement, if required by ADA to do so. During this period, the selected bidder/ bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated Agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- II. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the ADA during the exit management period.
- III. ADA during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide ADA or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- IV. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - All title of the assets to be transferred to ADA or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to ADA.
 - That the products and technology delivered to ADA during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of ADA. Supplied hardware, software & documents etc., used by selected bidder for ADA shall be the legal properties of ADA.

c. Cooperation & Provision of Information during Exit Management Period.

- The selected bidder/ bidder will allow ADA or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable ADA or its nominated agencies to assess the existing services being delivered.

- The selected bidder/ bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Management of SLA and SOWs relating to any material aspect of the services provided by the selected bidder. ADA or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit ADA or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by ADA or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d. Confidential Information, Security & Data

The selected bidder will promptly on the commencement of the exit management period supply to ADA or its nominated agencies the following:

- Documentation relating to Intellectual Property Rights;
- Project related data and confidential information;
- All current and updated data as is reasonably required for purposes of ADA or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by ADA or its nominated agencies; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable ADA or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to ADA or its nominated agencies, or its replacement operator (as the case may be).
- Before the expiry of the exit management period, the selected bidder shall deliver to ADA or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e. Transfer of Certain Agreements

- On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by ADA or its nominated agencies, or its replacement operator.
- Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidders premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to ADA or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f. General Obligations of the selected bidder

- The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to ADA or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g. Exit Management Plan

- The selected bidder shall provide ADA or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on ADA operations as a result of undertaking the transfer; and
- If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to ADA or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- The bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by the selected bidder to and approved by ADA or its nominated agencies.
- In the event of termination or expiry of SLA, Project Implementation or SOWs each party shall comply with the Exit Management Plan.
- During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- It would be the responsibility of the selected bidder to support new operator during the transition period.

8 TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Applicant's Organization and Experience
 - A: Applicant's Organization
 - B: Applicant's Experience
- TECH-3 Financial Qualification of The Applicant
- TECH-4: Self Declaration of Non-Blacklisting
- TECH 5: Format for Power of Attorney for signing of application
- FORM 1: Financial form

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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 fees received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Agencies, if any:	No. of professional person-months provided by associated Agencies:
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
1	2020-21	
2	2021-22	
3	2022-23	

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

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 RFP for Supply and fixing of shop signages with LED light fixtures under Rampath, Façade Development Project in Ayodhya.

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 "<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:*
- *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.*

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	Request for Proposal for Supply and Fixing of Shop Signages with LED light Fixtures Under Ram path Façade Development Project in Ayodhya					
1.01	Signage painted vinyl sheet on acrylic sheet with ACP lamination, Eco solvent printing on Vinyl Acrylic Sheet (Sheet of 5 mm thickness), it should be backlit. (Size to be as per site requirements). The base structure of the shop signage shall be made of a metal frame in the form of a box made up of metal pipes of minimum thickness 0.50 inches, with minimum depth to accommodate LED light. The box should be wrapped by an ACP sheet all around. The logo Board shall be supported on MS or SS steel angles for installation. The Logo board shall be backlit with warm white LED strip lights.	1.000	SQFT	623.620	623.620	INR Six Hundred & Twenty-Three and Paise Sixty-Two Only
Total in Figures					623.620	INR Six Hundred & Twenty-Three and Paise Sixty-Two Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				