



AYODHYA DEVELOPMENT AUTHORITY



RFQ cum RFP for Appointment of Consultant to conduct Survey Of Ayodhya City On GIS Platform By Using Drone/UAV Technology for Ayodhya City, Uttar Pradesh

Issued by:

Ayodhya Development Authority
Civil Lines, Kosi Parikrama Road
Ayodhya, Uttar Pradesh, PIN-224001
Phone: +919140494501
Landline: +91 5278-223460

ABBREVIATIONS	
GNSS	Global Navigation Satellite System
DGNSS	Differential Global Navigation Satellite System
PBM	Permanent Benchmark
DGPS	Differential Global Positioning System
DTM	Digital terrain modelling
UTM	Universal Transverse Mercator
RTK	Real Time Kinematic
GCP	Ground Control Points
UAV	Unmanned Aerial Vehicle
DSM	Digital Surface Model
WGS	World Geodetic System
GTS	Great Trigonometrical Survey

1. INTRODUCTION

Government of Uttar Pradesh (GoUP) has envisioned developing Ayodhya into World Spiritual Capital and Global Tourism Hub. Towards achieving the Vision, Govt. of UP has been focusing on development of many key initiatives in Ayodhya. Some of them include, construction of Shri Ram Mandir, Shri Maryada Purushottam Shri Ram International Airport, Naya Ayodhya – a greenfield township, modernization of railway stations and so forth. The Ayodhya Development Authority, Ayodhya is intended to prepare the GIS base map along with existing land use map for the preparation of revised master plan 2031, contour map at 0.5 mt interval, multipurpose utility map related to urban planning. The total development area of Ayodhya Development Authority is approximately 873.37 Sq. Kms which is comprises of two urban centers Nagar Palika Parishad Nawabganj, Dist Gonda and Nagar Panchayat Bhadarsa, Dist Ayodhya and remaining is its surrounding open/agricultural area.

2. SCOPE OF WORK

- 2.1. Carry out DGCA approved Drone survey for a part area in the city admeasuring 65.86 sq.km.(As per AOI) with appropriate geo-referencing and registration, followed by ground verification by GCP, DGPS. The drone survey to be carried out as under.

Components	Description
Coverage area	Approximate minimum 1 Sq. Km (tile size)
Pixel size /Resolution	2 cm – 5 cm or better
Flight Height	Not more than 200 ft.
Camera Sensor	20 megapixels or above
Photography condition	Ground must be free of fog, haze, dust
Overlapping	80% forward overlap and 80 % side overlap

- 2.2. Land use-mapping of major urban/ rural objects viz. Roads, Culverts, Surface Drains, etc. (>1 meters wide), Railway Lines, H.T./L.T. Lines, built-mass like Historical Monuments, Residential Areas/Abadis, Religious Buildings, Shops, Commercial Establishment, Industries, School/Colleges, Public-Semi Public Institution and all physical feature viz. Parks, Play Ground, Open Space/ Vacant Land, Plantation/ Forest cover, Water Bodies, etc. (as mentioned in Appendix-1).

3. TIME SCHEDULE

- 3.1. Maximum seven weeks, from the date of issue of work order.

4. INFORMATION TO BIDDERS

4.1. General instructions

4.1.1. Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.

4.1.2. Proposal preparation cost

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

4.1.2.1. Acknowledgement by the Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- 1) made a complete and careful examination of the e-Bid;
- 2) received all relevant information requested from Client
- 3) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of Client
- 4) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
- 5) acknowledged that it does not have a Conflict of Interest; and
- 6) agreed to be bound by the undertaking provided by it under and in terms hereof

4.1.2.2. Availability of 'Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> and on Ayodhya Development Authority website <http://ayodhyaada.in> at E-link to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e- Bidder notice/ e-Bid document. The Bidder's shall have to pay bid processing fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non- refundable. Bid without these in the prescribe form will not be accepted

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

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

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

4.1.4. Clarifications

1. During evaluation of e-Bid, the Client may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
2. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
3. However, the Client shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Corrupt and Fraudulent Practices.

4.1.5. Amendment of the RFP

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

4.1.6. Data identification and collection

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
 - ii. Made a complete and careful examination and accepted the RFP in totality;
 - iii. Received all relevant information requested from Authority and;
 - iv. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
3. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2. Preparation, submission, opening & acceptance of Proposals/e-bids

4.2.1. Language and currency

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are

accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

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

4.2.2. Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

4.2.3. Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.
4. Along with the submission of technical and financial e-bids/Proposals on e-procurement website mentioned in this RFP, the Bidders also needs to submit two (2) hard copies of the Technical Bids at the address mentioned in the Data Sheet. It may be noted that Bidders shall not submit the financial bid in hard copy and if in case it is done the Bidders proposal shall be rejected and shall not be evaluated further.

4.2.4. Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be theregistered users of the e-procurement website <http://etender.up.nic.in> The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.

- ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

4.2.5. Deadline for submission

E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> no later than the time specified on the Proposal Due Date.

The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

4.2.6. Late submission

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

4.2.7. Withdrawal and resubmission of Proposal

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

4.2.8. Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents

submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - c) invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - d) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

4.2.9. Selection of the Bidder

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

4.2.10. Proposal opening

1. After the technical evaluation as defined in criteria for technical evaluation mentioned under clause 4.2, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

4.2.11. Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their

representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

4.2.12. Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
 - v. Power of Attorney for Lead Member of Consortium, if applicable

4.2.13. Clarifications sought by Authority

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

4.2.14. Proposal evaluation

Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in this RFP.

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

4.2.15. Clarifications sought by Authority

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

4.2.16. Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in this RFP.
2. The Proposal containing the Technical Details in Clause 4.1 and 4.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

4.2.17. Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.

2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.
5. The EMD may be forfeited:
 - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority

4.2.18. Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

4.2.19. Notification of Award

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

4.2.20. Performance Security

3. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank in favor of Ayodhya Development Authority valid for six months after completion of the Project.
4. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.

4.3. Eligibility and Evaluation Criteria

4.3.1. Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below.

4.3.1.1.Registration details

S.No.	Eligibility Condition	Documentary Proof to be submitted
i.	The Consultant shall be a company incorporated in India under the (Indian) Companies Act 2013 or a company	The Consultant shall be required to submit a true copy of its Incorporation Certificate along

	Incorporated under equivalent law abroad or the Consultant should be a firm/LLP.	With the Proposal.
ii.	Consultant must have a valid Goods and Service Tax (GST) registration in India.	The Consultant shall be required to submit a true copy of its Good and Service Tax (GST) registration certificate.
iii.	The Bidder (in case of single business entity)/ lead member (in case JV/ Consortium) must have an operational office for the last Three years in India	Proof of registration of the Consultant shall be Submitted. In case of JV/Consortium, proof of registration of all the members shall be Submitted.

4.3.1.2.Financial Liability

S.No.	Eligibility Condition	Documentary Proof to be submitted
i.	Minimum annual average turnover of the Bidder from professional consultancy fee should not be less than INR 1 (one) Crore in two (2) consecutive financial years in last three (3) financial years from the date of bid. If a company/firm does not meet the above criteria individually, then such company/firm shall not be entitled to form a JV/consortium.	Documentary certificate from the auditor shall be eligible.

4.3.1.3.Technical Eligibility

S.No.	Eligibility Condition	Documentary Proof to be submitted
i.	The Bidder/Lead member (in case of Consortium) should have minimum 3 years of experience in Surveys and mapping in the Urban sector.	Self-declaration
ii.	For the purposes of satisfying the conditions of eligibility and for evaluating the Bidder's proposals under this RFP, following projects shall be deemed as eligible projects (the "Eligible Projects") • The Bidder/Lead member (in case of Consortium) should have completed	Work orders along with completion certificates shall be considered only, without completion certificate, work order cannot be considered. one of the following: 1. Client certificate specifying similar experience Or

	<p>assignments with Government Agencies in past 3 years;</p> <ul style="list-style-type: none"> ○ Executed 5 (five) Survey projects using Aerial Photography / Drones/Total station/DGPS for Master Planning work in Uttar Pradesh. ○ Bidder must have own at least 3 drones or lease or rent certificate for availability of drone which are suitable for mapping. 	<p>2. Completion Certificate</p>
--	---	----------------------------------

4.3.2. Evaluation

The Bidder shall be selected under the Quality-cum-Cost Based Section (QCBS) with procedures described in this RFP.

4.3.3. Technical Evaluation Criteria

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

S.No.	Criteria	Max Points
1.	Specific experience of the Consultant (as a Firm) relevant to the assignment	90
2.	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TOR)	10

Detailed Criteria for Technical Evaluation

Description	Max Points	Remarks	Documents to be submitted
1. Specific experience of the Consultant (as a Firm) relevant to the assignment	90		
Sub Criteria			
Executed 3 projects using Aerial Photography / Drones/ Total Station/DGPS for Master Planning projects	75	25 marks each project.	<p>Work orders along with completion certificates shall be considered only, without completion certificate, work order cannot be considered.</p> <ol style="list-style-type: none"> 1. Client certificate specifying similar experience

		Only Government Department/ PSUs work experience must be considered only.	Or 2. Completion certificate
Bidder must have own at least 3 drones or lease or rent certificate for availability of drone which are suitable for mapping.	15		Purchase order/ Bills in company name
2. Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TOR)	10		To be submitted by the Bidder as part of the proposal.

4.3.4. Criteria for Quality cum Cost based Selection (QCBS)

Under QCBS, the Technical Proposals will be allotted weightage of 80% while the Financial Proposals will be allotted weightages of 20%.

Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

4.4. Negotiations

1. Prior to the expiration of period of validity of proposal, Ayodhya Development Authority, Ayodhya shall notify the successful Bidder who has submitted the highest scoring proposal in writing through registered letter, facsimile or email and invite them to negotiate the contract.
2. The invited consultant will, as a pre-requisite for attending negotiations, confirm availability of all nominated experts / key personnel and satisfy other pre-negotiation requirements as may be specified by Ayodhya Development Authority, Ayodhya. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.
3. Negotiations shall commence with discussions on the proposed methodology (work plan), staffing and any suggestions, which may have been made to improve the ToR. Agreement must then be reached on the final ToR, the staffing which shall indicate staff months, logistics and reporting. These documents then can be incorporated in the contract as "description of services". Special attention shall be paid to clearly defining

the required inputs and facilities required from the Authority to ensure satisfactory implementation of the assignment.

4. It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Bidder's tax liability in the Authority's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will not involve any discussions on either the remuneration rates for staff or other proposed unit rates.
5. Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man month rates).
6. The negotiations shall be concluded with a review of the draft Contract. The Vice Chairman, Ayodhya Development Authority, Ayodhya and the Bidder will finalize the agreed contract.
7. If negotiations fail, the Vice Chairman, Ayodhya Development Authority, Ayodhya will invite the second ranked bidder, whose proposal received the second highest score, to negotiate the contract.

4.5. Award of Contract

1. After completion of negotiations with the preferred bidder, the Authority shall award the Contract to the selected Consultant by Issuing a Letter of Intent.
2. The successful Bidder with whom the contract is signed is expected to commence the assignment on the date and at the location specified as indicated by the Authority during the negotiation meeting.

4.6. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process without the consent of the appropriate Authority.

4.7. Right of Rejection

Ayodhya Development Authority, Ayodhya reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFQ CUM RFP prior to, and including, the pre- proposal meeting date, to proceed to do the work otherwise, withdraw this RFQ CUM RFP, not award the work, or not award a portion of work at any time. The receipt of proposals shall not in any way, obligate the Ayodhya Development Authority, Ayodhya to enter into a consultancy agreement, or any other contract of any kind with the Bidder. All submitted copies of the proposals shall become the property of Ayodhya Development Authority, Ayodhya.

5. DATA SHEET

1.	Name of the Bid	Appointment of Consultant to conduct Survey Of Ayodhya City On GIS Platform By Using Drone/UAV Technology for Ayodhya City, Uttar Pradesh
2.	Time-period of contract	Seven (7) Weeks
3.	Method of selection	Quality - cum - Cost Based Selection (QCBS). Technical Proposal with 80% and Financial proposal with 20% weightage.
4.	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 10,000+GST (INR Ten Thousand Only + GST) The payments to be made in the form of RTGS/NEFT from any nationalised bank to the account details as mentioned below; Punjab National Bank Ayodhya Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran A/c No - 0166010100001325 IFS code PUNB0612900
5.	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000/- The payments to be made in the form of RTGS/NEFT from any nationalised bank to the account details as mentioned below: Punjab National Bank Ayodhya Beneficiary Name: Sachiv Ayodhya Vikas Pradhikaran A/c No - 0166010100001325 IFS code PUNB0612900:
6.	Financial Bid to be submitted together with Technical Bid	Yes
7.	Name of the Authority's official for addressing queries and clarifications	"The Vice Chairman" Ayodhya Development Authority Civil Lines, Kosi Parikrama Road Ayodhya, Uttar Pradesh, PIN-224001 Name of the Contact Person – Mr. Ajay Kumar Rai Executive Engineer, Ayodhya Development Authority Mobile No – 9140494501, Landline: +91 5278-223460 (Attendant Rajesh Kumar Soni) Email address: vcafa@gmail.com
8.	Proposal Validity Period	90 Days from Proposal Due Date
9.	Schedule of Bidding Process	
	Date of Issue of RFP	13-03-2021 At 10:00 AM
	Last Date for receiving queries	17-03-2021 At 04:00 PM
	Pre-bid Conference/Clarification	18-03-2021 At 10:00 AM

	Proposal Submission Start Date	19-03-2021 At 10:00 AM
	Proposal End Date	22-03-2021 Upto 06:00 PM
	Date of opening of Technical Proposal	23-03-2021 At 10:00 AM
	Evaluation of Technical Proposal	24-3-2021 At 10:00 AM
	Date of opening of Financial proposal	25-3-2021 At 10:00 AM
10.	Consortium to be allowed	No

6. GENERAL TERMS AND CONDITION

1. Survey not found up to the specification/requirement by Vice Chairman, Ayodhya Development Authority shall be rejected and shall have to be resubmitted after due correction.
2. The rates are to be quoted inclusive of all taxes and duties whatever and wherever applicable. As per rule the deduction of taxes shall be made by the Ayodhya Development Authority, Ayodhya. Condition quotes will not be acceptable.
3. It is suggested that applicant agency should have its own assessment of work after making a site visit and may have a fair idea of hindrance and site conditions before quoting its rates. No claims in this regard shall be entertained at later stage. The rates quoted shall remain firm during entire period of execution till completion of the work and any additional claim for lack of knowledge or otherwise shall not be entertained.
4. The work shall be executed according to the specification and good standard of practice necessary to fulfill the objective of the work, strictly in accordance with the instruction and satisfaction of the Vice Chairman, Ayodhya Development Authority, Ayodhya.
5. The company/applicant agency must not have been blacklisted, debarred or penalized by any Govt./Private Agency.
6. The company/applicant agency must have sufficient experience (minimum three years) of similar field of urban planning/Master Plan preparation with at least two cities of total area not less than 100 sq. km. out of which, total minimum 40 sq. km. urban area. (Attach completion certificate issued by the competent authority)
7. Agency has to return back all maps, documents and data in original and their all copies provided to the agency or its representatives by the Vice Chairman, Ayodhya Development Authority, Ayodhya. The data or maps generated will not be supplied to any other by the company for any purpose in any manner whatsoever without prior permission of the Vice Chairman, Ayodhya Development Authority, Ayodhya. All such maps and data etc shall remain property of the Vice Chairman, Ayodhya Development Authority, Ayodhya with its copy right.
8. Vice Chairman, Ayodhya Development Authority, Ayodhya reserves the right to accept or reject any tender without assigning any reason.
9. No claim for extra payment shall be entertained on account of delay. Area quoted in rate schedule is approximate and may increase or decrease.
10. Any dispute, if arises, shall be dealt within the jurisdiction of Ayodhya Court.
11. Any EMD to be submitted along with tender document for the above mentioned work will be Rs. 100000/- (One lakh only) through RTGS in favor of "Vice Chairman, Ayodhya Development Authority, Ayodhya, payable at "Ayodhya". No tender document shall be accepted without EMD. The EMD amount will be refunded to the successful agency after 02 months form the satisfactory completion of the job.
12. Ayodhya Development Authority, Ayodhya will not provide any boarding/lodging facility to officials/professionals of the company/applicant agency whatever/ wherever required.

- 13.** All the works as mentioned are to be completed within Seven Weeks from the date of agreement with the company/applicant agency. The time limit may be extended on the basis of reasonable ground of delay acceptable to the Vice Chairman, Ayodhya Development Authority, Ayodhya.
- 14.** The Company/applicant agency will create Data structures/Tables to enable Vice Chairman, Ayodhya Development Authority, Ayodhya, to carry out entry of data captured.
- 15.** The Company/applicant agency will use data provided by Vice Chairman, Ayodhya Development Authority, Ayodhya only for the implementation of this project work and in no condition, any data related to this project will be used by the company/ applicant agency for any other work and for any other client of the company/ applicant agency. The strictly secured confidential working manner shall be observed by the company/applicant agency.
- 16.** The Company or its professionals/applicants will work in close coordination with the Vice Chairman Ayodhya Development Authority, Ayodhya for completion of the proposed work. If the company/applicant fail to complete the work in the stipulated time, the total amount deposited as security will be forfeited in favor of the Vice Chairman, Ayodhya Development Authority, Ayodhya and rest of the work will be assigned to any other suitable agency at the cost of the company/applicant. The expenditure incurred on completion of work shall be recovered from the company/ applicant.
- 17.** The cost of agreement with the Vice Chairman, Ayodhya Development Authority, Ayodhya stamp duty etc will be borne by company/applicant.
- 18.** Incomplete tenders and tenders submitted without Security/EMD will not be accepted.
- 19.** All the tender documents downloaded from NIC website must be submitted with tender cost of Rs. 10000/- (Rupees Ten thousand Only) in the form of demand draft in favor of "Vice Chairman, Ayodhya Development Authority, Ayodhya, payable at " Ayodhya".
- 20.** Tender Documents complete in all respect can be submitted in the office of Vice Chairman, Ayodhya Development Authority, Ayodhya, U.P. by 22-03-2021 upto 06:00 pm.
- 21.** All the submitted tender document will be opened on 23-03-2021 at 10:00 am.

7. TERMS OF REFERNECE

7.1. Background

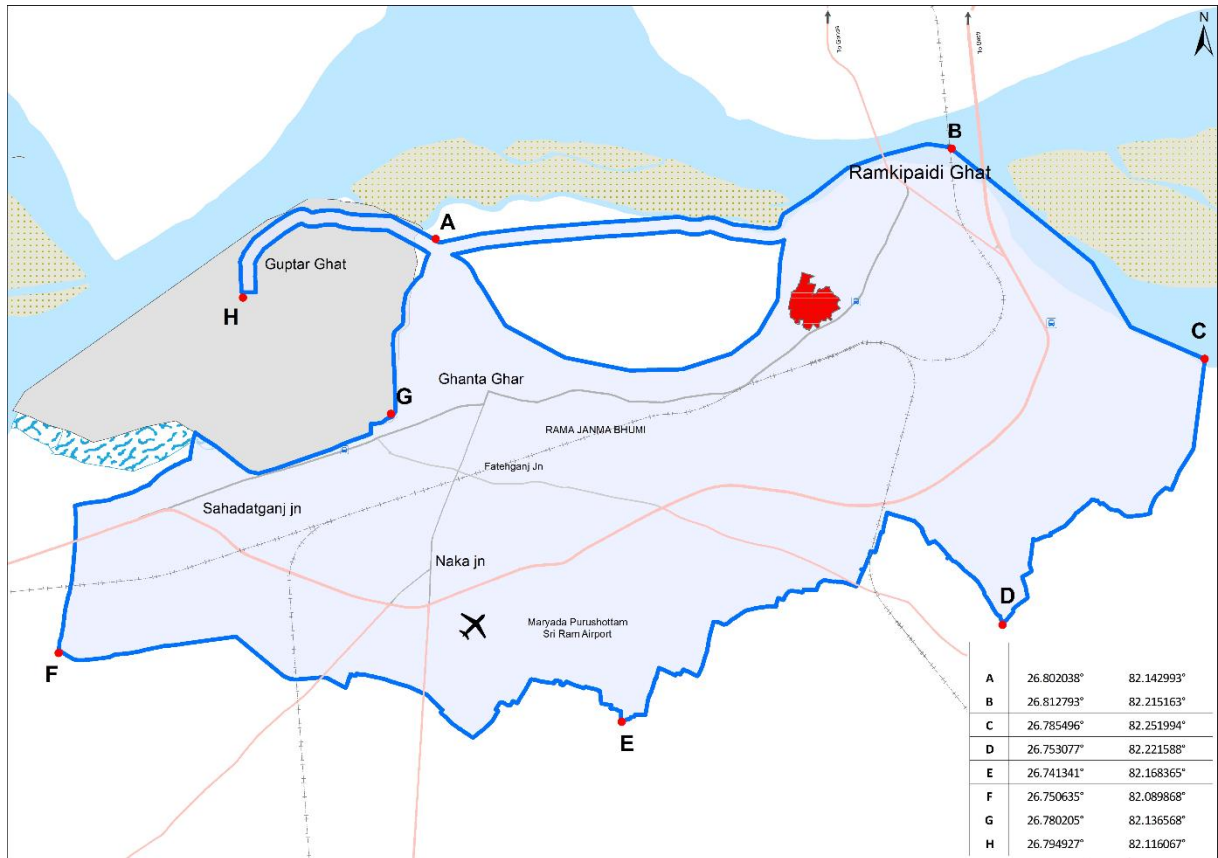
The Ayodhya Development Authority (ADA) has embarked upon with the responsibility of preparation of Vision, Implementation Strategy and Integrated Infrastructure Plan for Ayodhya for future. It is a fast track work and intended to be completed in 25 weeks.

At present, to facilitate the spatial planning works and DPRs on fast track, within Ayodhya city, the ADA intends to conduct Drone Survey for a part area in the city admeasuring 65.86 sq.km. Location map and Area of Interest (AOI) of Drone Survey is presented below:

LOCATION OF AYODHYA CITY



Area of Interest (AOI): 65.86 Sq. Km.



The coordinates of the AOI is given below:

Point	Latitude	Longitude
A	26.802038°	82.142993°
B	26.812793°	82.215163°
C	26.785496°	82.251994°
D	26.753077°	82.221588°
E	26.741341°	82.168365°
F	26.750635°	82.089868°
G	26.780205°	82.136568°
H	26.794927°	82.116067°

7.2. Brief Scope of Work

The brief scope of work includes the following and is further detailed in **Sections 7.3 and 7.4** of this document.

- Undertake physical survey of the Ayodhya city using drone/UAV so as to identify and capture (i) all existing physical features of the Site, (ii) its approach roads, roads traversing through Site and abutting roads, (iii) existing infrastructure networks (electrical, sewerage, telephone, water supply, drainage etc.), (v) street furniture & other facilities (light poles, hoardings, kiosks, medians etc.), (vi) vegetation (trees and shrubs), (vii) other physical features like damp areas, pits, rocky areas, hillocks/hills, natural drains, streams and other water bodies etc., and (viii) built-up features such as temples/shrines/other buildings, (ix) water bodies, drains, streams, rivers etc., and transferring of GPS station point to a bench mark pillar made of concrete of size 0.6 m x 0.6 m x 1.0 m (embedded below GL. -.80 m). Survey Grids of 10m x 10m can be adopted for the purpose of topography survey. The Site Survey drawings of appropriate readable scale shall be submitted in Soft Copies (AutoCAD) with area statement and detailed legend.
- Contour Map with levels of 0.5m intervals using plot levels taken at site based on MSL as directed by client and will be carried out for the proposed Area of Interest (AOI) as supplied for the Project.
- Supplementing data with Total Station/RTK Survey in locations where drone coverage is not possible.
- 10 DGPS pillars shall be established at site.
- Level shall be transferred from nearby GTS benchmark to site.

7.3. GCP & BOUNDARY SURVEY

7.3.1. General

The topographic survey shall be carried out strictly as per the procedure given below. The surveyor shall maintain a field book. All relevant observations shall be noted and field sketches prepared in field book only. This field book will form a part of the report submission.

All survey instruments shall be checked for errors and got approved by the Engineer-in-Charge before the start of survey. Last calibration certificate for the instrument shall be produced by the survey agency for verification. The survey shall be carried out using only Total Station of 1-sec accuracy and RTK survey/ Auto level Instrument of standard make shall be used for establishing levels for traverse points and benchmarks.

Only qualified and trained surveyors shall be deployed for carrying out survey work.

7.3.2. Fixing of Permanent Control Pillars and Benchmarks

Before starting Topographic Survey, all Control Pillars and Benchmarks shall be established from the nearest station. GPS station point has to be transferred to a bench mark pillar made of concrete of size 0.6 m x 0.6 m x 1 m (embedded below GL. -.80 m) . These permanent Reference Pillars shall be placed in convenient position and well protected so that it is not disturbed in future.

Main GNSS Control Pillars shall be established by using DGNSS survey (WGS-84) as mentioned in the scope of work. Secondary Control points shall be established as needed to meet the survey accuracy requirement. The Main GNSS Control Pillars shall be concrete pillars with 60 cm x 60 cm (with 12mm dia steel rod in center). Main GNSS Control pillars shall be of a minimum of 100-cm height and shall be embedded up to depth of minimum of 80 cm into

ground (20 cm protruding above the ground). Pillars shall be painted in yellow and sequentially numbered.

For the purpose of height control, the main GNSS control pillars and Secondary controls shall be connected to nearest Survey of India GTS Benchmark. The pillars should be established at such a location so that it is not disturbed during construction. Also, the pillars should be established in such a way that further surveys can be carried out, in the same co-ordinate system. 10 PBMs will need to be established across the project area based on the survey requirements.

7.4. DIFFERENTIAL GLOBAL NAVIGATION SATELLITE SYSTEM (DGNSS)

General

Once the installation of GNSS control pillars is done, as per the dimensions given above DGNSS survey shall be commenced. Each GNSS satellite transmits number of signals. The signal comprises of two waves (L1 and L2) and two codes (C/A on L1 and P or Y on L1 and L2) as well as satellite orbit message. The survey agency has to engage the differential GNSS with dual frequency receivers. The survey shall be carried out by Static Method. Pair of GNSS stations shall be established all along the project site with the inter visibility between pair.

Methodology

The survey shall be carried out using differential technique. In this method, the raw DGNSS data from satellite is recorded and processed in the office using software. Two GNSS receiver shall be used to form a base line that is to measure from a fixed point (a reference station) to unknown station (a rover station). Base station shall be established in beginning of the project, which shall track signals continuously without break from the satellite till, Rover Stations GNSS work completes. Thus, reference station tracks continuously on a known point and rover receiver spends a short period on each point.

Simultaneously, Rover stations shall also track signals from the satellite for a minimum period of 50 minutes. The observation time is proportional to the length of baseline. DGNSS network should in the form of well-formed network of triangulation and is closed. During DGNSS survey the following points shall be recorded in the field book for better accuracy of the survey.

- Availability of number of satellites (minimum four nos.)
- Mask angle (Elevation, cut off angle)
- Range determination by code and phase observation
- Dilution of precision is an indicator as the geometric strength of satellite being tracked at the time of measurement. The values of precision shall not be more than 4.
 - Geometrical Dilution of Precision
 - Positional Dilution of Precision
 - Horizontal Dilution of Precision
 - Vertical Dilution of Precision

The raw data in rinex format should be submitted and processed data in WGS 84 Ellipsoid and UTM projection and the following survey parameters shall be submitted along with the survey report.

- Semi major axis
- Semi minor axis
- Flattening 1/f values
- Central Meridian
- Scale factor at Central Meridian
- Zone code for the surveyed area to be submitted

The topographical survey shall be carried out with reference to WGS84 UTM co-ordinate system. Before starting topographic survey, all control points and Benchmarks shall be established. GNSS control pillars and secondary pillars shall be located, free from bushes, trees, water bodies and also avoiding any high raised structures.

7.5. RTK SURVEY

Benchmark pillars shall be connected to the coordinate system of the survey network by RTK survey. Benchmark levels need to be transferred on major permanent structures, if any, at least once in every 500m with sequential number.

7.6. DETAILED TOPOGRAPHIC SURVEY

All features visible from Aerial Photography shall be captured using Photogrammetric techniques in a stereo environment. Features missed / not visible in Aerial photography will be captured using TS / RTK methods.

Detailed survey shall be carried out to identify all the physical features on the site and the approach roads.

Landside features given below, but not limited to, shall be captured and presented in drawings. All the notations / symbols (Legends) shall be as per symbols presented in drawing format supplied:

1. Electrical poles and lines, telephone pole and lines, high tension lines and towers, mast, transformers, water/Oil/Gas pipe lines above and below ground, manholes, repeater stations, all OFC lines to be shown in drawing.
2. Locations where transmission lines cross the road shall be clearly identified recorded and presented in the drawing. Elevation of transmission lines crossing the road shall also be established.
3. Tree position.
4. Building lines, type of buildings (kutchha/semi pucca/pucca/shops/houses etc.), and also building frontage. Right of Way boundary if available at site by presence of boundary stones.
5. Existing road pavement edges, shoulders, median, centre line of carriageway, footpaths, side drains at regular intervals, kerb stones, km / hectometre stones installed in earthen shoulder.

6. Location of traffic islands, median, channelizing islands, rotaries, traffic signals, light poles, traffic signs and police chowkis with its locations and dimensions. Location of bus bays / bus stops, lorry-parking areas: taper length, roadway width.
7. Places such as temples, temple mast, mosque, church, grave yard etc.; its location, boundary lines and clear dimensions of compound walls, and entrances.
8. Locations of clearly identifying the type (open/closed/kutch/pucca, with footpath), width of drain including the beginning and end of drain. All water features – ponds, tanks, lakes, streams, canals, wells etc.
9. Cultivation viz., agricultural, residential, commercial, shops and business established areas etc.
10. Identification of all bridges and structures along the alignment – shall include location (chainage), width of bridge / culvert (width of slab or diameter of pipe), course of water path, span arrangement, position of piers / abutments, bed level, skew of bridge / culvert, type of culvert, head wall/parapet etc. The name of the bridge/channel shall also be clearly identified and mentioned in the drawing.
11. Heights of structures, High tension towers, transformers, and any other important feature shall be captured and shown in the drawings
12. Railway track, ballast, railway right of way pillars, railway kilometre Chainage pillars, embankment, and drain should be captured if any and shown in drawings.
13. Spot levels on existing roads & canals at every 30 mt. interval.
14. Top edges and bottom edges of drains/nalas are to be marked with flow directions. Similarly irrigation canal top width and parallel bunds width on either side shall be verified at every 500 m along with marking of the canal top and bottom levels.
15. Marking of existing pylons if any indicating the four corners of pylon along with level, conductor alignments with capacities (i.e. 33kv, 400kv if any other). Vertical clearance between existing ground level to conductor at the center of two pylons.
16. Marking of wooded areas (mango plantation, gardens or any other plantation on site)
17. Marking of permanent structures like buildings/religious places/any other existing on site.
18. Marking of existing culverts if any by taking points on four Corners of slab in case of slab culverts along the centre line at start and end of slab. Indicate Invert levels of culverts at both up streams and down streams sides. The direction of flow shall also be noted and clearly marked in the drawing.
19. Boundary Survey of the site is enclosed herewith for reference
20. Study area to be Surveyed: 65.4 sq.km.

Details at Intersections

1. At Minor and Major intersections (the intersections with MDR, SH, NH & Expressways) the survey will be extended up to 250m on either side on the cross road. The swath width to be covered on along the cross road would be at least 30m or up to the ROW. The cross sections on cross roads shall be taken at 10m intervals for 100m length from the edge of the project corridor and 25m intervals beyond 100m and up to 250m length.
2. At road below this category the cross sections shall be taken at 10m interval for 100m beyond the survey corridor. The swath width to be covered on along the cross road would be 30m or up to the property boundary.

Cross Sections

Cross section shall be established every 10m interval in plain areas, 5m on curves and at all intermediate breaks along centre line of the existing road. Levels shall be established at 5m interval along the cross section between the survey corridor boundaries. Please refer to below figure.

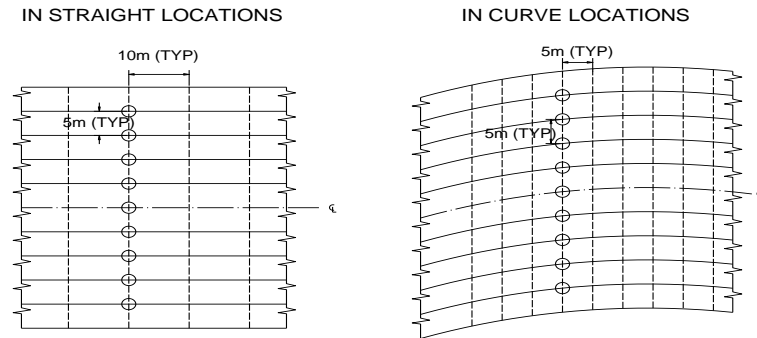


Figure 3-1 Observations intervals (in m) for Longitudinal Section and Cross-Sections

While taking the Cross sections of the existing road and Culverts following features shall be covered in addition to the requirements specified above:

For Existing Road

1. At centre of each lane (transverse spacing shall not exceed 3.5m)
2. Edges of carriageways
3. Median edges - top and bottom (in separate feature codes)
4. Paved Shoulder/Earthen shoulder/footpath edges
5. Intersection of embankment/cut with natural ground
6. Top edges and bottom edges of side drains
7. Further points at 5m interval
8. Details of flood marks and Flood levels available at site

Water level at the time of survey For Culverts

1. Levels along the stream or drain at every 10m interval up to a distance of 100m (min. 5 levels) on u/s and d/s beyond the edges of the survey corridor.
2. Cross sections for a width of 20m (10m on each side from centre of stream/drain) and at 10m adjacent to the structure on u/s and d/s side will be taken.
3. Invert level of culvert shall be recorded against the culvert numbers
4. Points on the Four Corners of slab in case of slab culverts.
5. Points along the centre line at start and end of slab.
6. The type of culvert, span/pipe diameter, vent size, number of pipes and other relevant information shall be recorded and mentioned in the drawing.
7. The direction of flow shall also be noted and clearly marked in the drawing.

For Minor Bridges

The following details shall be captures at these locations.

1. At every Minor bridges and causeways (where existing bridge/ causeway length is in between 6m to 60m), levels along the stream or drain at every 50m interval up to a distance of 300m (min. 30 levels) on u/s and d/s beyond the edges of the survey corridor shall be taken.

2. Levels shall be taken at 5m intervals near the bridge locations on both upstream and downstream side of the bridge structure.
3. Cross sections for a width up to HFL spread on both sides at minimum 10m, and at every 50m, upto 300m on u/s and d/s shall be taken.
4. Location of bridge, name of bridge/stream/river, elevation and coordinate of centre of road, bed level, water level, no. Of span, span length clear, deck width, depth of super structure, Top and bottom of deck, Soffit level, no. Of piers, bottom and top width of pier, pier cap levels, bottom and top width of abutment, no. Of bearings, top and bottom of pile caps, Top and bottom of piers.
5. HFL. (if HFL marks are not available based on local enquiry and also level of flood marks on piers or abutments shall be recorded)
6. The direction of flow shall also be noted and clearly marked in the drawing.

For Major Bridges

The following details shall be captures at these locations.

1. At Major bridge locations (where existing bridge/ causeway length is more than 60m), levels along the stream or drain at every 50m interval up to a distance of 600m on u/s and d/s beyond the edges of the survey corridor shall be taken
2. Levels shall be taken at 5m intervals near the bridge locations on both upstream and downstream side of the bridge structure.
3. Levels shall be taken on both the banks of river/stream for a width of 150m at 50m intervals similar to bed levels across stream/ river.
4. Cross sections for a width up to HFL spread on both sides at minimum 10m, and at every 50m, upto 600m on u/s and d/s shall be taken.
5. Location of bridge, name of bridge/stream/river, elevation and coordinate of centre of road, bed level, water level, no. of span, span length clear, deck width, depth of super structure, Top and bottom of deck, Soffit level, no. of piers, bottom and top width of pier, pier cap levels, bottom and top width of abutment, no. of bearings, top and bottom of pile caps, Top and bottom of piers.
6. HFL. (if HFL marks are not available based on local enquiry and also level of flood marks on piers or abutments shall be recorded)
7. Points shall be taken for bunds wherever available, edge of water and detailed survey on the bank for the strip.
8. The direction of flow shall also be noted and clearly marked in the drawing.

SURVEY RECORD AND REPORT REQUIRED

The survey agency/consultant shall submit the following

- Work programme before start of the survey work. This needs to be got approved by the Engineer-in-Charge.
- Comments/discussion on results, including note on accuracy achieved, standard deviation etc. duly certified by the Engineer-in-Charge.
- Survey network diagram inclusive of control points and BM positions
- Final co-ordinate and elevation list (hard copy and also the soft copy in spreadsheet format).
- For submission, all the Survey Data shall be processed to generate DTM (Digital Terrain Model) in Mx compatible format so that this can be directly used as an input to MX software for Highway Design. For the purpose of recording data for different features, string-naming convention/codes presented in **Appendix 1** shall be used. The data shall be submitted in soft copy in spreadsheet format. Any deviations from the list or any additional notation used shall be clearly mentioned stating reasons thereof. Processed data shall be submitted in AutoCAD 3D format (not in 2D format) using layer systems as described under drawing section.

- Survey drawings indicating all topography features.
- Diary of events / Daily progress reports
- Field observation in a prescribed level / traverse format giving details of the instruments used, surveyors name, date and time of observation etc.,
- Field book / level book, and all relevant details as part of the survey report shall be got certified by the Engineer-in-Charge.

DRAWINGS

All drawings shall be produced in digital format. For printing purpose drawings shall be inserted in title block supplied by us. Three copies of drawings shall be submitted as hard copies and 2 sets of soft copies. Drawing entities shall be prepared in fonts, letter sizes etc as specified in the legend drawing. Longitudinal section shall be drawn to scale of 1: 1000 horizontal and 1: 100 vertical. Plan shall be drawn to scale of 1: 1000. A list of layers to be used for preparation of drawings is enclosed as **Appendix 2** for reference. The drawing shall contain following details as layers:

- All topography features, reference/benchmark pillars indicating complete details such as Benchmark levels and co-ordinates etc.
- Northing and Easting grids at every 100 m interval in thin lines.
- Grid co-ordinate (Northing and Easting).
- North line in all drawings, Match lines for drawing sheets, Kilometre markers etc.
- Features captured should be clearly described in specified text height and style in the drawing.
- Type of culverts/bridges (Pipe/Slab/Box etc.), span/pipe diameter etc. shall be clearly described in the drawing. The direction of flow (U/S and D/S) shall also be clearly marked in the drawing.
- While preparation of drawings, it shall be ensured that the lines are 3D POLYLINE. If a string is continuous, e.g. the centre line of carriageway (CC00) or edge of carriageway (CE01) etc., it should be one 3D POLYLINE in the drawing and should not be broken in 'n' 3D POLYLINE. Likewise a building with 4 points should be one 3D POLYLINE and the next building should be another 3D POLYLINE and so on. Along the main road, the carriageway edges shall be presented as one continuous 3D POLYLINE without any break. The strings representing crossroads shall terminate at main road strings.

SAFETY PRECAUTIONS

Contractor is responsible for the safety of his / her staffs and equipment's deployed at site during survey work. Adequate safety precautions shall be taken for working during night viz., providing lamps with red light reflectors, safety reflectors with red band / strips, torches and red jacket for crew.

THINGS TO BE NOTED

Survey data forms the basis for the design, hence due care should be given while recording the observations at site and the things listed below have to be followed while processing the survey data in CAD format.

- String naming convention given in the Appendix-I has to be followed strictly; typical string naming convention is shown in Appendix-II. In case of any uncertainties/difficulties with string naming convention, the same should be communicated to us.
- As far as possible, the string direction should be maintained in line with direction of increasing chainage, exceptions should be reported to Engineer in Charge

7.7. AERIAL PHOTOGRAMMETRIC SURVEY & DATA PROCESSING

7.7.1. Scope of Work

Survey

Carry out topographic survey using UAV and flight planning of UAV shall cover 3196 acres. The proposed boundary is shared to you for further planning GCP.

UAV Technology:

- During the flight Side lap and forward overlap shall not be less than 80%
- Expected Ground Sample Distance (GSD) should be 5 cm
- Record GCP points by DGPS in RTK mode at every 500m interval along the alignment at 5 cm accuracy level.
- All the outputs should be in WGS 84, UTM projection.

Data Processing

- The input files for processing will be project setup files, DSM and Raw Photos. The data shall be processed and DTM shall be generated and using the photogrammetric technique break lines and Mass point should be added wherever required. The coordinate system should not be changed
- Spot levels shall be generated at 2m grid intervals
- Contour shall be generated at 0.5m intervals

DELIVERABLES

The following set of deliverables shall be furnished to Ayodhya Development Authority.

1. Coordinates of DGPS, PBM, TBMs in the site with location reference.
2. Traverse and levelling closure with its accuracy. Easting, Northing, Elevation of traverse, GPS and Benchmarks in Excel format.
3. Topographic survey details in both drawing and excel format.
4. Updated topographic survey map for entire project site with 0.5m contour interval.
5. GCPs, Reports and Site Photographs
6. Raw Images
7. AT results / Observation against Control Points
8. DSM, DSM in Geotif format at an agreed GSD
9. Point clouds in .las format
10. Orthophotos at 5cm GSD in Geotiff format
11. Shapefiles / Geodatabase and Reports
12. Maps in AutoCaD along with GIS Base Maps
13. Drone Video at prominent locations
14. Report covering topo survey drawings, field data and all relevant details of the survey, Methodology adopted, Survey Network Drawing inclusive of control points and Adjustment of errors if any.

Further, the following also be furnished

Survey Deliverables

- Raw photographs and project setup files
- DSM in LAS file format
- Ortho rectified Mosaic Image in tiff/ECW format (CAD compatible)
- DEM at 1m grid interval in ASCII and DWG format and contours at 50 cm interval

Data Processing Deliverables

- Topographic survey drawing in AutoCAD format with contour and spot levels as per the above scope of work
- Break line and mass point shall be submitted
- DTM in LAS file format
- Ortho rectified Mosaic Image

7.8. PROJECT DURATION AND PAYMENT SCHEDULE

Sl. No.	Milestone / Deliverables	Timeline in Weeks*	Payment Percentage of Quoted Fee
1	On mobilisation of field team at site	D+0	10%
2	On completion of PBM and control network	D+1	30%
3	On completion of aerial photography and raw data submission	D+3	20%
4	On completion and submission of all deliverables / drawings	D+5	20%
5	On approval from ADA	D+7	20%
TOTAL			100%

*Note: D is the effective date of contract.

Appendix 1 List of String Naming Convention

No.	List of String Naming Convention for Survey Items	String Labels			
Main Carriageway					
1	C.L. of Existing Carriageway	C	C	*	*
2	Carriageway Edge	C	E	*	*
3	Earthen Shoulder Edge	S	E	E	*
4	Median Top	Z	T	*	*
5	Median Bottom	Z	B	*	*
6	Traffic Island Top	T	I	T	*
7	Traffic Island Bottom	T	I	B	
8	Paved Shoulder Edge	S	E	P	*
9	Embankment Top	E	M	T	
10	Embankment Toe	E	T	*	*
11	Spot Levels	P	*	*	*
Bridges & Culverts					
1	Abutment Top	A	B	T	
2	Abutment Bottom	A	B	B	
3	Top of pier cap	P	C	T	
4	Pier Top	P	I	T	
5	Pier Bottom	P	I	B	
6	Expansion Joint	E	J		
7	Deck Level Bottom	J	I	B	
8	Deck Level Top	J	I	T	
9	Parapet (Concrete)	J	C	*	*
10	Parapet (with Railing)	R	G	*	*
11	Foot Path	V	F	*	*
12	Guard Rail (at Approaches)	G	R	*	*
13	Guard Post (at Approaches)	G	P	*	*
14	Bed Level	B	L	*	*
15	Canal-Bottom-Left	I	B	L	*

No.	List of String Naming Convention for Survey Items	String Labels			
		I	B	R	*
16	Canal-Bottom-Right	I	B	R	*
17	Canal-Top-Left	I	T	L	*
18	Canal-Top-Right	I	T	R	*
19	Embankment Chute Drain	C	D	*	
20	Kerb	K	*	*	*
21	Culvert Head Wall	C	U	H	
22	Culvert Parapet	C	U	P	*
23	Wing wall	W	W	*	*
24	Soffit Level (Box Culvert)	S	L		
25	Causeway	C	A	*	*
Topo Features					
1	Right of Way	R	W	*	*
2	ROW Boundary (ROW Boundary stones)	P	R	W	*
3	Drain Bottom (Pucca Drain)	D	B	*	*
4	Kilometre Stone	P	K	M	*
5	Hectometre Stone	P	H	M	*
6	Drain Top (Pucca Drain)	D	T	*	*
7	Drain-All	D	A	*	*
8	Drain-Kuchcha All	E	D	*	*
9	Buildings (Kuchcha) - Hutment, thatched roofs etc: Building Roofprints will be captured and they will not be separated where areas are packed with buildings.	B	K	*	*
10	Buildings (Semi Pucca) - Masonry Plinth & Tiled Roof etc	B	S	*	*
11	Buildings (Pucca) - Solid Roof	B	P	*	*
12	Bus Shelter	B	U	*	*
13	Cart Track	C	T	*	*
14	Compound Wall	C	O	*	*
15	Gate	G	*	*	*
16	Burial Ground	B	G	*	*

No.	List of String Naming Convention for Survey Items	String Labels			
17	Graveyard	G	Y	*	*
18	Fence (Pipe)	F	P	*	*
19	Fence (Wire)	F	W	*	*
20	Railway Line	R	L	*	*
21	Railway Boundary	R	L	B	*
22	Sewer Line - Manholes Visible above Ground will be mapped as points	S	W	L	*
23	Shrubs	P	T	G	*
24	Swamp	S	W	*	*
25	Temporary Barricades	T	B	C	*
26	Test Pit	P	P	T	*
27	Toe Drain	T	D	*	*
28	Weir gate Stem	P	W	G	*
29	Well	P	W	L	*
30	Village boundary	V	B	*	*
31	Lake Boundary	L	A	*	*
32	Orchard/Plantation	P	O	*	*
33	Perennial water course	P	W	*	*
34	Petrol Pump	P	P	P	*
35	Dust Bin/Litter Bin	P	D	B	*
36	Fire Hydrant	P	F	H	*
37	Garage/Service Station	G	S	S	*
38	Gas & Fuel Unclassified, Gas & Fuel Underground, Gas & Fuel Valve: Combine to one layer Gasline Pillars, Chambers visible above ground	G	F	U	*
39		G	F	G	*
40		P	G	F	*
41	Hedge	H	*	*	*
42	Inspection chamber	P	I	C	*
43	Masonry Fence line	F	M	*	*
Trees					

No.	List of String Naming Convention for Survey Items	String Labels			
		P	T	G	*
1	Group Trees/Shrubs	P	T	G	*
2	Trees - Group of trees will be polygons and single trees will be digitized as Tree points	P	T	R	4
Utilities					
1	Hand Pump	P	H	*	*
2	Lamp Post	P	L	P	*
3	Manhole	P	M	H	*
4	Electric Junction Box	P	E	B	*
5	Electric Transformer	P	E	T	*
6	Electricity Pole	P	E	P	*
7	Telephone pole	P	T	P	*
8	Traffic Signals	P	T	S	*
9	Traffic Signs	P	R	S	*
10	Transmission Tower/Pylon	P	T	T	*
11	Underground Transmission Line	U	T	L	*
12	Water Line Underground, Water Meter, Water Tap, Water pipeline: Combine to one layer Water Line features visible above Ground as Points	W	L	G	*
13		P	W	M	*
14		P	W	T	*
15		W	L	*	*
16	Wayside Amenities	W	A	*	*
17	Water Tub	T	U	B	*
18	OFC Markers / features Visible Above Ground	O	F	C	*
19	Post Box	P	B	*	*
20	Overhead Transmission Line	O	H	T	*
Religious					
1	Church	P	C	H	*
2	Mosque	P	M	O	*
3	Temple	P	T	M	*

No.	List of String Naming Convention for Survey Items	String Labels			
4	Grudhwara	P	G	W	
Survey Control Network					
1	GTS Benchmarks	P	G	T	*
2	GPS Control Points	P	G	P	*
3	Bench Marks (Permanent)	P	B	M	*
4	Benchmarks (Temporary)	P	T	M	*
5	Traverse Points/Stations	P	T	*	*
<p>Notes: The *** in the String Naming Convention shall be assigned by the surveyor on site. It can be 01, 02, 03... And 10, 11, 12 etc if required. It can even be 1A, 1B, 1C.... 1Z and 2A, 2B, 2C...2Z etc if required. At some points it can simply be 1, 2, 3 ...9 as suitable. Care should be taken to see that the string naming shall be unique and shall in no case be repeated. However, the same String names can be used in discontinuous stretches (in a different Link) e.g. for P strings.</p>					

Appendix 2 Layer Convention for Drawing Preparation

SI No	Layer Name	Colour Name	Colour No	Line Type	Line Weight	Remarks
1	0	White	7	CONTINUOUS	Default	
2	Bk	White	7	DOT2	0.250	Kutcha Building (Hutments, Thatched roofs etc.)
3	Bp	Blue	5	CONTINUOUS	0.250	Pucca Building (Solid roofs)
4	Bs	Brick Red	230	HIDDEN2	0.250	Semi Pucca Building (Masonry Plinth and Tiled roofs etc.)
5	Breakline	Red	1	BREAK	0.180	Break Line Entities
6	Bund_bot	White	7	DASHDOT2	0.180	Bottom line of bund
7	Bund_top	White	7	DASHDOTX2	0.180	Top line of bund
8	Burial ground	Blue	5	CONTINUOUS	0.250	Burial Ground & Cemetery
9	Bus_shelter	Green	3	CONTINUOUS	0.180	Bus shelter, Bus stand, Bus depot
10	Cart_track	White	7	HIDDEN2	0.180	Cart track & Unmetalled road
11	Centerline	Red	1	CENTER	0.180	Centerline entities for sections
12	Compound	Blue	5	CONTINUOUS	0.350	Compound wall
13	Contour	Light Brown	243	CONTINUOUS	0.180	All Contour lines & text
14	Culvert	Blue	5	CONTINUOUS	0.250	Culverts & Bridges
15	Dim	Cyan	130	CONTINUOUS	0.300	Dimensions
16	Drain_bottom	Blue	5	HIDDEN	0.180	Bottom line of drain
17	Drain_top	Blue	5	CONTINUOUS	0.180	Top line of drain
18	Elec	Red	1	ELEC	0.180	Includes all electrical lines, poles & electric junction boxes / transformers etc.
19	Emb_toe	White	7	PHANTOM2	0.180	Toe line of Embankment
20	Erow	White	7	ROW_E	0.350	Existing Right of way
21	Exi_footpath	White	7	HIDDEN	0.180	Existing Footpath
22	Exi_cl	White	7	CENTER	0.180	Existing Centerline
23	Exi_cw	White	7	CONTINUOUS	0.300	Existing Carriageway
24	Exi_es	White	7	DASHDOT	0.180	Existing Earthen shoulder
25	Exi_ps	White	7	DASHED	0.180	Existing Paved shoulder
26	Fence_pipe	Blue	5	FENCELINE1	0.250	Pipe fencing includes poles & lines

SI No	Layer Name	Colour Name	Colour No	Line Type	Line Weight	Remarks
27	Fence_wire	Blue	5	FENCELINE_X	0.250	Wire fencing includes poles & lines
28	Flagpost	Blue	5	CONTINUOUS	0.250	Flag post and its stages
29	Gas	Light Brown	32	GAS_LINE	0.300	Gas line
30	Gate	Blue	5	CONTINUOUS	0.180	Gates & Entries
31	Grid	Brownish grey	197	CONTINUOUS	0.130	Grid line & Grid text
32	Hatch	Red	1	CONTINUOUS	0.180	Hatch entities
33	High_tension_line	Red	1	HTL	0.180	High Tension Line & Tower
34	Image	Black	7	CONTINUOUS	0.000	Image entities like BMP,JPG, etc.,
35	Island	Green	3	CONTINUOUS	0.250	Islands and Rotaries
36	Kms	Green	3	CONTINUOUS	0.180	Kilometer and Hectometre stones
37	Manhole	Cyan	4	CONTINUOUS	0.180	Manholes
38	Median	Green	3	CONTINUOUS	0.250	Road median
39	Ofc	Red	1	OFC	0.180	Optical Fibre Cable lines & pillars
40	Ongc	Yellowish green	57	ONGC_LINE	0.250	ONGC pipe lines
41	Postbox	Dark brown	14	CONTINUOUS	0.180	Post office box
42	Rail	White	7	TRACKS	0.180	Railway lines
43	Religious	Blue	5	CONTINUOUS	0.180	Includes Temple, Church, Mosque and all worship places
44	RevisionMarks	Red	1	CONTINUOUS	0.180	Revision markers showing the location of revisions in drawing.
45	Sewer	Cyan	4	SEWER_LINE	0.300	Sewage lines
46	Shrub	Bluish Green	104	CONTINUOUS	0.250	Shrubs / Group of trees
47	Spotlevel	Grey	8	CONTINUOUS	0.130	Spot levels of topographic surveys
48	Statue	Blue	5	CONTINUOUS	0.250	Statues and their stages
49	Subway	Green	3	CONTINUOUS	0.250	Existing subways
50	Survey	Red	1	CONTINUOUS	0.180	All station points, Traverse points & Bench marks
51	Survey_chainage	White	7	CONTINUOUS	0.250	Survey chainage lines & text

SI No	Layer Name	Colour Name	Colour No	Line Type	Line Weight	Remarks
52	Tele	Red	1	TELE	0.180	Includes all Telephone lines, poles & junction boxes
53	Text	White	7	CONTINUOUS	0.300	General text entities not belong to a particular survey feature. (Eg: Town names)
54	Textbig	Cyan	130	CONTINUOUS	0.500	Entities of "Big" TextStyle
55	Textmedium	Cyan	130	CONTINUOUS	0.350	Entities of "Medium" TextStyle
56	Textsmall	Cyan	130	CONTINUOUS	0.300	Entities of "Small" TextStyle
57	Textframe	Cyan	8	CONTINUOUS	0.180	Frames created for text entities
58	Title	White	7	CONTINUOUS	0.000	All entities related to Title
59	Traffic	Green	3	CONTINUOUS	0.180	All Traffic signs & signals
60	Tree guard	Bluish green	104	CONTINUOUS	0.180	Tree guards
61	Tree	Bluish green	104	CONTINUOUS	0.250	
62	Vports	White	7	CONTINUOUS	0.000	All Viewport Frames (Need not to be plotted)
63	Water	Blue	5	CONTINUOUS	0.180	Includes water taps, water tanks, Hand pumps & all water bodies.

General Specifications while producing AutoCAD drawing:

The LTSCALE value will be 0.315 for 1:1000 scale drawing.

Points will be connected by 3DPOLY command and not by PLINE.

Colour & Linetype of all entities will be By Layer.

Blocks given in legend drawing will be used for respective survey features.

All text will be written with nearer justification to the object.

Text entities will be placed on the corresponding layer of the object to which it belongs.

Features not included above shall be placed in new layers.

8. Technical Proposal Forms

Technical Submission Checklist

Bids must be accompanied with the following documents:

Sr. No.	Enclosures to the Technical Bid	Status (Submitted / Not Submitted)	Page Number
1.	Proposal Cover Letter (As per Form 1).		
2.	Power of Attorney for Authorized Representative (As per Form 2).		
3.	Financial Summary of the Bidder (As per the Form 3).		
4.	Audited Balance Sheet, Profit and Loss Statements and Annual Reports.		
5.	A copy of Registration / Incorporation certificate of Bidder.		
6.	A copy of PAN of Firm.		
7.	A copy of GST of Firm.		
8.	A copy of Tax Registrations/ Income Tax Return Statement of Bidder.		
9.	Experience details of the Bidder (As per Form 4).		
10.	Details of Staff and Staffing Schedule (As per Form 5, 6 and 7).		

Form 1: Technical Proposal Submission Form

(on the letterhead of the firm)

Date:

To,

Vice Chairman,

Ayodhya Development Authority (ADA),

Ayodhya, Uttar Pradesh - 224001

**Sub: Appointment of Consultant to conduct Survey Of Ayodhya City On GIS
Platform By Using Drone/UAV Technology for Ayodhya City, Uttar Pradesh**

Sir,

We, the undersigned, offer to provide the consulting services for the captioned project in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal sealed under an envelope.

If negotiations are held during the period of validity of the Proposal, 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 understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm: Address:

Form 2: Format for Power of Attorney for Authorised Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms **[name]**, son/ daughter/ wife of **[name]**, and presently residing at **[address]**, who is presently employed with/ retained by us and holding the position of **[designation]** as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for **[name of assignment]**, by Ayodhya Development Authority (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and / or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in “yyyy” format].

For [name and registered address of organization] [Signature] [Name] [Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted [Signature]

[Name] [Designation] [Address]

Notes:

1. 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 seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Form 3: Financial Summary of the Bidder

Average Annual Turnover of Applicant (from Consultancy Services)

S. No	Financial Year	Revenue from Consultancy Services (INR)
1.	2017-2018	
2.	2018-2019	
3.	2019-2020	
	[Average Annual Turnover]	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

This is to certify that **[name of firm]** **[registered address]** has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Form 4: Format for Showcasing Experience

Summary Projects Sheet

	Name & location of the project	Area	Client	Completi on Date
1.	Survey (Drone/UAV) consultant should mention at least two cities of which he/she has completed the urban planning/Master Plan preparation of total area not less than 100 sq. km. out of which total minimum 40 sq. km. Urban area. (Attach completion certificate issued by the competent authority)			
2.				
3.				
4.				
5.				

Note: Add rows as required.

Form 5: Team Profile

Detail of Technical Staff

Si. No.	Name	Position	Task
1.			
2.			
3.			

Note: Add rows as required

Form 6: Format for CV of Technical Staff

1. Proposed Position:
2. Brief Profile (highlighting the suitability for the said assignment and including details of similar experience) (Write in about 150 words)

3. Name of Firm:
4. Name of Staff:
5. Profession:
6. Date of Birth:
7. Years with Bidding Party (applying for the said project):
8. Nationality:
9. Languages known: indicate proficiency levels for reading, writing and speaking
10. Membership of Professional Associations:
11. Qualifications (Include details in a chronological order, latest first)
12. Employment Record (Include details in a chronological order, latest first)
13. Experience (Include details in a chronological order, latest first)

Duration	Name of the Organization	Name of the Project	Key Roles

Highlight projects which are most relevant to the current assignment

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications, and my experience.

Date:

(Signature of staff member or authorized representative of the Firm) Day/Month/Year

Form 7: Team Mobilization Schedule

S. No.	Name	Position	Weeks (in the form of a Bar Chart)					
			1	2	3	4	5	
1								Sub Total (1)
2								Sub Total (2)
3								Sub Total (3)
4								Sub Total (4)
	Total							

Add rows if required

Signature

(Authorized Representative)

Full Name

Designation

Address

Form 8: Financial Proposal Submission Form

(To be submitted online only on procure website)

Date:

To,
Vice Chairman,
Ayodhya Development Authority (ADA),
Ayodhya, Uttar Pradesh - 224001

**Sub: Appointment of Consultant to conduct Survey Of Ayodhya City On GIS
Platform By Using Drone/UAV Technology for Ayodhya City, Uttar Pradesh**

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your RFQ-cum-RFP document dated **[Date]**, and our (Technical and Financial Proposal). Our financial proposal is for the sum of Rs _____ (**Amount in words and figures**), which is inclusive of all taxes **including GST**.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the Proposal, i.e., **[Date]**.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Yours sincerely,

Authorized Signature:[in Full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Consultant's Services

Lump-sum

Contents

I. Form of Contract	5
II. General Conditions of Contract	7
A. GENERAL PROVISIONS	7
2. Relationship between the Parties	8
3. Law Governing Contract.....	8
4. Language	8
5. Headings	9
6. Communications	9
7. Location	9
8. Authority of Member in Charge	9
9. Authorized Representatives	9
10. Corrupt and Fraudulent Practices	9
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT...9	
11. Effectiveness of Contract	9
12. Termination of Contract for Failure to Become Effective	10
13. Commencement of Services	10
14. Expiration of Contract.....	10
15. Entire Agreement	10
16. Modifications or Variations	10
17. Force Majeure	10
18. Suspension	12
19. Termination	12
C. OBLIGATIONS OF THE CONSULTANT	14
20. General	14
21. Conflict of Interests.....	15
22. Confidentiality	15
23. Liability of the Consultant	16
24. Insurance to be Taken out by the Consultant	16
25. Accounting, Inspection and Auditing	16

26. Reporting Obligations	16
27. Proprietary Rights of the Client in Reports and Records	16
28. Equipment, Vehicles and Materials	17
D. CONSULTANT’S EXPERTS	17
29. Description of Key Experts	17
30. Replacement of Key Experts	17
31. Removal of Experts	18
E. OBLIGATIONS OF THE CLIENT	18
32. Assistance and Exemptions	18
33. Access to Project Site	19
34. Change in the Applicable Law Related to Taxes and Duties	19
35. Services, Facilities and Property of the Client	19
36. Counterpart Personnel	19
37. Payment Obligation	20
F. PAYMENTS TO THE CONSULTANT	20
38. Contract Price	20
39. Taxes and Duties	20
40. Currency of Payment.....	20
41. Mode of Billing and Payment	20
42. Interest on Delayed Payments	21
G. FAIRNESS AND GOOD FAITH	21
43. Good Faith	21
H. SETTLEMENT OF DISPUTES	21
44. Amicable Settlement	21
45. Dispute Resolution	21
Attachment 1: Corrupt and Fraudulent Practices	23
III. Special Conditions of Contract	25
Penalty Clause	32
IV. Appendices	35
Appendix A – Terms of Reference	35
Appendix B - Key Experts	35
Appendix C – Contract Price	35

FINAL DRAFT CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Appointment of Consultant to prepare the Vision, Implementation strategy and Integrated infrastructure plan for Ayodhya

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, **Ayodhya Development Authority, Government of Uttar Pradesh** (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Contract Price

Appendix D: Form of Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C. Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Client]

[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case

the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(b) “ADA”: means Ayodhya Development Authority.</p> <p>(c) “Client” means the Ayodhya Development Authority represented by Vice Chairman that signs the contract for the Services with the Selected Consultant.</p> <p>(d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(f) “Day” means a working day unless indicated otherwise.</p> <p>(g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(i) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(j) “GCC” means these General Conditions of Contract.</p> <p>(k) “GoUP” mean Government of Uttar Pradesh</p> <p>(l) “Government” means the Government of India.</p> <p>(m) “INR or Rs” means Indian Rupees</p> <p>(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity</p>
-----------------------	--

	<p>where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(p) “Local Currency” means the currency of the Client’s country i.e. Indian Rupees.</p> <p>(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(u) “Third Party” means any person or entity other than the Government, the Client, the Consultant.</p>
<p>2. Relationship</p>	<p>2.1. Nothing contained herein shall be construed as establishing a between the relationship of master and servant or of principal and agent as between Parties the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p>3. Law Governing</p>	<p>3.1. This Contract, its meaning and interpretation, and the relation Contract between the Parties shall be governed by the Applicable Law of the Land.</p>
<p>4. Language</p>	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<p>5. Headings</p>	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>

6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations in Ayodhya
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby Member in authorize the member specified in the SCC to act on their behalf in Charge exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. 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 Consultant may be taken or executed by the officials specified in the SCC.
10. Corrupt and Fraudulent Practices	10.1. The Client requires compliance with its policy in regard to Fraudulent corrupt and fraudulent practices as set forth in Attachment 1 to the Practices GCC.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Authority.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall
--------------------------------------	---

	confirm that the effeteness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. Force Majeure	
a. Definition	17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

	<p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
<p>c. Measures to be Taken</p>	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. 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.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p style="padding-left: 40px;">(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p style="padding-left: 40px;">(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>

	<p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>
18. Suspension	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in</p> <p>(a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p>

	<p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p>b. By the Consultant</p>	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within ninety (90) calendar days after receiving written notice from the Consultant.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<p>c. Cessation of Rights Obligations</p>	<p>19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
<p>d. Cessation of Services</p>	<p>19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep</p>

	expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	<p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>

C. OBLIGATIONS OF THE CONSULTANT

20. General	
a. Standard of Performance	<p>20.1 The Consultant shall perform the Services and carry out the Services 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p> <p>20.3. The Consultant shall not subcontract any part of the services.</p>
b. Law Applicable to Services	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country;</p>

	20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21. Conflict of Interests	21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13
25. Accounting, Inspection and Auditing	25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 25.2. The Consultant shall permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)
26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course

	<p>of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

D. CONSULTANT'S EXPERTS

<p>29. Description of Key Experts</p>	<p>29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p>
<p>30. Replacement of Key Experts</p>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case,</p>

	<p>the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<p>31. Removal of Experts</p>	<p>31.1 If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>

E. OBLIGATIONS OF THE CLIENT

<p>32. Assistance and Exemptions</p>	<p>32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</p> <p>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</p> <p>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(d) Assist the Consultant and the Experts employed by the Consultant for the Services with obtaining exemption from any requirement to</p>
---	---

	<p>register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>(e) Assist the Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
<p>33. Access to Project Site</p>	<p>33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Experts of either of them.</p>
<p>34. Change in the Applicable Law Related to Taxes and Duties</p>	<p>34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1</p>
<p>35. Services, Facilities and Property of the Client</p>	<p>35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p>
<p>36. Counterpart Personnel</p>	<p>36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to</p>

	perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
37. Payment Obligation	37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below

F. PAYMENTS TO THE CONSULTANT

38. Contract Price	<p>38.1 The Contract price is fixed and is set forth in the SCC. The Contract price is provided in Appendix C.</p> <p>38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
39. Taxes and Duties	<p>39.1 The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant</p>
40. Currency of Payment	40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract
41. Mode of Billing and Payment	<p>41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1. 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC. 41.2.1 DELETED. 41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within twenty one (21) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant. The Consultant shall thereupon promptly make any necessary</p>

	<p>corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final reports have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC. 41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
42. Interest on Delayed Payments	42.1 DELETED.

G. FAIRNESS AND GOOD FAITH

43. Good Faith	<p>43.1 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.</p>
-----------------------	---

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.</p>
45. Dispute Resolution	<p>45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>

II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices 1.1

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time

has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹;

(e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of the land
4.1	The language is : English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ayodhya Development Authority [Write complete Address]</p> <p>Attention : The Vice Chairman</p> <p>E-mail : vacfda@gmail.com</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail (where permitted) :</p>
8.1	<p>[Note: If the Consultant consists only of one entity, state "N/A";</p> <p>OR</p> <p>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</p> <p>The Lead Member on behalf of the JV is_____</p> <p>_____ [insert name of the lead member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title]</p>

	For the Consultant: [name, title]
11.1	The effectiveness conditions are the following: Date [insert date] as per the approval of the [Insert name of the Authority]
12.1	Termination of Contract for Failure to Become Effective: The time period shall be One Month
13.1	Commencement of Services: The number of days shall be 7 Days. Confirmation of Core Team with Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be Six months, which may be extended on mutual consent till the consultant fulfil all its obligations as per the scope of work.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds total value of the Contract; (b) This limitation of liability shall not

	<p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Client’s Country.</p>																												
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of equivalent of the contract amount;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant with a minimum coverage as per Motor Vehicle Act 1988.;</p> <p>(c) Third Party liability insurance, with a minimum coverage of one million.;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>																												
27.2	<p>The Consultant shall not use these documents, database and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>																												
38.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by Client.</p>																												
41.2	<p>The payment schedule: Out of the total lump sum fee quoted by Bidder in its financial bid,</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Milestone / Deliverables</th> <th style="text-align: center;">Timeline in Weeks*</th> <th style="text-align: center;">Payment Percentage of Quoted Fee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>On mobilisation of field team at site</td> <td style="text-align: center;">D+0</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">2</td> <td>On completion of PBM and control network</td> <td style="text-align: center;">D+1</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">3</td> <td>On completion of aerial photography and raw data submission</td> <td style="text-align: center;">D+3</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">4</td> <td>On completion and submission of all deliverables / drawings</td> <td style="text-align: center;">D+5</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">5</td> <td>On approval from ADA</td> <td style="text-align: center;">D+7</td> <td style="text-align: center;">20%</td> </tr> <tr> <td colspan="3" style="text-align: center;">TOTAL</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Sl. No.	Milestone / Deliverables	Timeline in Weeks*	Payment Percentage of Quoted Fee	1	On mobilisation of field team at site	D+0	10%	2	On completion of PBM and control network	D+1	30%	3	On completion of aerial photography and raw data submission	D+3	20%	4	On completion and submission of all deliverables / drawings	D+5	20%	5	On approval from ADA	D+7	20%	TOTAL			100%
Sl. No.	Milestone / Deliverables	Timeline in Weeks*	Payment Percentage of Quoted Fee																										
1	On mobilisation of field team at site	D+0	10%																										
2	On completion of PBM and control network	D+1	30%																										
3	On completion of aerial photography and raw data submission	D+3	20%																										
4	On completion and submission of all deliverables / drawings	D+5	20%																										
5	On approval from ADA	D+7	20%																										
TOTAL			100%																										
41.2.4	<p>The accounts are:</p>																												

	<p>For local currency: [insert account]</p>
<p>45.1</p>	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><u>Arbitration: In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Ayodhya, India. The language of arbitration shall be English. The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.</u></p> <p><u>Jurisdiction: Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Ayodhya, to which both the parties agree to submit for these purposes. Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Ayodhya, Uttar Pradesh. The District Court shall have exclusive jurisdiction to settle dispute arising under this agreement</u></p>
<p>INSERT CLAUSE 46</p>	<p>Performance Security</p> <p>(a) The Successful Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ 5% of the accepted Contract amount within 28 (twenty eight) days to the Client through Bank Guarantee acceptable to the Client, of receipt of the Letter of Award from the Client.</p> <p>(b) The Performance Security shall be issued by Scheduled commercial Bank and from within the jurisdiction of the Country. The Performance Security shall be valid until a date 60 days beyond the date of completion of all contractual obligations of the Consultant.</p> <p>(c) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of</p> <p>I. failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Client may claim the full amount of the Performance Security,</p> <p>II. failure by the Consultant to pay the Client an amount due, as either agreed</p> <p>III. Claims, Disputes and Arbitration, within 42 days after this agreement or determination,</p>

	<p>IV. Circumstances which entitle the Employer to termination under Sub-Clause 19(a) [Termination by the Client], irrespective of whether notice of</p>
<p>INSERT CLAUSE 47</p>	<p>Penalty Clause</p> <p>Failing to deliver on time and in required size and spread and to achieve the agreed milestones as mentioned in the proposal, will attract penalty as follows: -</p> <p>I- Penalty of 0.2% of the contract value per day will be imposed if the reports are not submitted within the stipulated time frame. "Day" means default from the first day of expiry of stipulated timeline.</p> <p>II- After assigning of work, if the agreed milestones are not achieved, penalty will be imposed as under:</p> <p>a) First default – warning with a stipulated new timeframe as approved by the Ayodhya Development Authority.</p> <p>b) Second default- penalty of 0.2% of the contract value per day. "Day" means default from the first day of expiry of stipulated timeline.</p> <p>c) Third default- Termination of contract and permanent blacklisting of the agency from the State government. Also recovering the entire amount paid till that time to the agency, with applicable nationalised bank interest rate.</p> <p>Failure to actually deploy human resources as mentioned in RFP would result in penalty @ of 0.2 percent of the contract value per day.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Terms of Reference of the Instructions to Bidders in the RFP and modified based on the Consultant's Proposal. Highlight the changes to Terms of Reference of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts of the Core Team) demonstrating the qualifications]

.....

APPENDIX C – CONTRACT PRICE

[Insert the table of the lump-sum price quoted by the Consultant as part of its financial proposal.]

Appendix D - Format of Proforma of Bank Guarantee towards Performance Security

From:

Name and Address of the Bank

.....

To:

[Insert Name and Address of the Client]

WHEREAS, Ayodhya Development Authority., hereinafter called the Employer, has accepted the bid of [Insert Name and address of the Consultant], hereinafter called the Consultant, for the work of [Insert Name of Work], vide Notification of Award No. [Insert Notification of Award No.].

AND

WHEREAS, [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the [Insert name of the Consultant], agreed to give guarantee for performance security as hereinafter contained

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of Performance Security required] as above stated
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Consultant and without the Employer being required to show grounds or give reasons for its demand or the amount demanded
5. This Bank Guarantee is unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank

8. This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Date to be filled as mentioned in SCC]. All demands for payment under the guarantee must be received by us on or before that date.

9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the Consultant in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer

Date

Place..... [Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

[P/Attorney] No.

Bank's Seal

[P/Attorney] No.....

Witness:

1. Signature

Name & Address & Seal

2. Signature Name & address & Seal

The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon

