

REQUEST FOR PROPOSAL

Name of the Work: “Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show, at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis”



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

[Email: ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here for the referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant/contractor/developer/Manufacturer/Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSCL and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The BSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.**

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY
(UTTAR PRADESH, INDIA)

Letter No. BSCL/2021-22/

Dt.

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Bids on Lumpsum basis for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General& Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E- tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of **Bareilly Smart City Limited, A/C No. : 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549**. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or through Bank Guarantee. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: -0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work Completion Period
1.	Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show, at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis"	1,08,000	11,800	3 years

Time schedule for Bidding:

S. No	Description	Critical Dates
1	Upload/Publish of RFP	
2	Bid start Date/Time of RFP	
3	Pre-Bid Meeting	
4	Bid Closing Date/Time of RFP	
5	Technical Bid Opening Date/Time	
6	Financial Bid Opening Date/Time	To be notified

1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website <http://bareillysmartcity.in> (for view and download only).
2. Subsequent corrigendum, if required, shall appear in these websites.
3. Authority reserves the right to reject any or all the tenders without assigning any reasons
4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>
5. For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to: ceo.bscl01@gmail.com

**Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.**

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Project Profile

Project Profile

Smart city has been selected in round 4 under the smart city program by the Government of India. As part of Smart City projects, BSCL has implemented a project titled "Multimedia Laser Fountain Show" in Akshar Vihar at Bareilly.

This consists of a Floating Musical Fountains along with one or more water screens, Laser and Video projectors are used to cast images on the water screen. The laser and water screen complement each other. Water adds an extra sparkle to the brilliance of lasers and depth and three-dimensional effects. This fountain is located in Akshar Vihar area which is a public space. Such shows are true edutainment experience and are a unique and innovative concept.

BSCL Intends to select the Operating agency for the project to run it for three years wherein the ticketing needs to be done by the Operating Agency. The broad scope of work for Bidder includes the provision, operation and management on PPP basis along with small supporting infrastructure at embarking points such as Ticket Window, waiting area informative signboards etc under license for a period of 3 years which is extendable up to 3 years.(extendable 1 year at a time) with a 5% escalation.

This will enable the Agency to collect revenue on Behalf of BSCL from the project and allow themselves to make use of the allotted space for Other services during the Contract period for Canteen services, Banquet facilities and other recreational activities in discussion with BSCL. The bidder is allowed to install Kiosks to generate revenue after discussion with BSCL.

Project Objective

- To Develop Area of interest for public.
- To attract footfall in Adventure park of Akshar Vihar.
- To Employ manpower for Ticket Collection
- To Collect revenue through the show which would be held twice a day having capacity of 50 people at once. (Directly transferred to BSCL)
- The allotted space to the bidder may be used for providing food and beverages to the visitors and people coming to the show. This would help the bidder to generate revenue from the project at such prime land.

RFP PART- 1: SECTION-I
SHORT TERMS AND DEFINITIONS

1. The words “Nagar Nigam, Bareilly”, “BSCL”, or “Employer” mentioned in the RFP shall mean explicitly /implicitly , Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSC on behalf of ,CHIEF EXECUTIVE OFFICER ” for any parts(s)/Portion(s) of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. “Govt.” or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept.” or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/IMPLIED from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
3. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as “contractor”.
4. The words, contract, License, Contract, Agreement, contract agreement, license agreement appearing in this RFP shall mean agreement.
5. The words, “work”, “Work” and “works” shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
7. **“Last three financial years” means means 2020-21, 2021-22 and 2022-23**
8. **“Similar Work”** shall mean exclusively managing contract for operating at least 1 Light and sound show, Fountain works and Musical Dancing fountains or other public areas having ticketing facility in the last 7 years of Similar Scale.

RFP PART- 1: SECTION-II

Detailed Tender Notice

Bid shall be submitted in 2 separate parts:

1. Technical Bid
2. Financial Bid

Eligibility criteria (Technical and Financial) for the Bidders intending to participate, Bidder shall fulfill the following Eligibility Criteria:

a. Technical Eligibility Criteria

Tenderer will have to upload the following documents to qualify for the technical bid:

- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2019-20, 2020-21 and 2021-22) duly attested by Chartered Accountant.
- Bidder has to submit EMD through RTGS/ NEFT / Bank Guarantee and Tender Fees through RTGS/ NEFT. The receipt of the transaction has to be uploaded online.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III).
- No Relationship Certificate (format Annexure I).
- Bidders should have an Average Annual Turnover of value more than 36 Lakhs during last three financial years i.e. FY 2019-20, 2020-21 and 2021-22.

- Experience certificate of having successfully completed similar works during last 7 years:

One similar work costing not less than the amount equal to 43 Lakhs

or

Two similar works each costing not less than the amount equal to 32 Lakhs.

or

Three similar works each costing not less than the amount equal to 22 Lakhs.

"Similar work" shall mean exclusively managing contract for operating at least 1 Light and sound show, Fountain works and Musical Dancing fountains or other public areas having ticketing facility in the last 7 years of Similar Scale

- * **All the above stated documents are required to be duly attested by the Contractor/Bidder under the company seal.**
- * **If any of the above documents is found missing or incorrect, then the bid will be disqualified.**
- * **Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by the Client.**
- * **Joint venture or consortium of Bidders is NOT permitted.**

Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;

- a. Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.

And/ or

- b. A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

b. Financial Eligibility Criteria / Selection Process

The Bidders shall submit Financial Bid online only on E-procurement portal as per the Financial Bid format given in Annexure “**RFP PART- II (Financial Bid format)**” The financial Bid will be opened only if the bidder successfully qualifies the technical Bid round:

Ranking order for Bids for Selection of Contractor – Highest to lowest Bid. The bidder which qualifies all the conditions mention in the bid document and has quoted the Highest Monthly Amount/Fee payable by the selected Bidder to Bareilly Smart City Limited (herein referred as the “Authority”) shall be selected for the contract. Minimum reserved price for Monthly Premium is kept at 1.5 lakh rupees + GST and the contractor has to quote above the Reserved price.

Drawl of Agreement: If H1 bidder does not turn up for signing of agreement after acceptance of financial Bid then H1 Bider shall be debarred from participation in bidding at least for three years in BSCL and action may be taken to blacklist the contractor. In that case, the H2 bidder, if fulfilling other required criteria, would be called for signing of Agreement for execution of the work subject to the condition that H2 bidder negotiates his/her/their rate and terms and conditions as per the rate quoted by the H1 bidder, otherwise the tender will be cancelled.

1. RFP SUMMARY

Sr. No.	Key Information	Details
1.	RFP for	Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show, at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis”
2.	Minimum Value of Licensee Fee	<p>The Price Proposal submitted by the bidders shall be over and above to the Minimum Monthly License Fee of Rs 1.5 lakh + GST.</p> <p>The bidder has to pay License fee quoted in the price bid or the price quoted higher than above.</p> <p>In addition to License Fee , Bidder also has to pay GST extra as applicable</p>
3.	Commencement of Services and Liquidated Damages	<p>Licensee shall be required to start Operation Facilities within 2 weeks from issue of LOA.</p> <p>Nonoperational Facility in above timeline shall invite Liquidated Damages of Rs 5000/- for per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs 10,000 per day from 16th day up to 30th day. If the delay continues beyond the 30th day, LOA given by the Authority can be cancelled.</p>
4.	License Period	The License Period shall be of 3 years from date of LOA. The license shall extendable for 3 year (1 year at a time) thereafter upon mutual agreement.
6.	Eligibility of the bidders	<ul style="list-style-type: none">• A company incorporated as per Indian Companies Act 1956 / 2013 (Copy of Memorandum and Article of the association of the bidder should be submitted) Or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) Or a registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate).• Bidders blacklisted by any Central or State Government department, or Government Agencies are not eligible.

Sr. No.	Key Information	Details
7.	Qualification Criteria	<p>The bidder shall meet both Financial and Technical Qualifications to be considered qualified.</p> <p>Financial Qualifications: Bidders should have an Average Annual Turnover of value more than 44 Lakhs during last three financial years i.e. FY 2020-21, 2021-22 and 2022-23. Documentary evidences: (1) Copy of Audited annual reports from 2020-2021 to 2022-2023 (2) Statement from the statutory auditor as prescribed in the Annexure 3</p> <ul style="list-style-type: none"> • Experience certificate of having successfully completed similar works during last 7 years: <p>One similar work costing not less than the amount equal to 43 Lakhs or Two similar works each costing not less than the amount equal to 32 Lakhs. or Three similar works each costing not less than the amount equal to 22 Lakhs.</p> <p>"Similar work" shall mean exclusively managing contract for operating at least 1 Light and sound show, Fountain works and Musical Dancing fountains or other public areas having ticketing facility in the last 7 years of Similar Scale</p> <p>* Joint venture or consortium of Bidders is NOT permitted.</p>
8.	Bid Validity	180 Days from the date of opening of bid.
9.	Bid Security/ EMD	The amount for Bid Security (EMD) shall be Rs. 1,08,000/- in the form of Demand Draft in favour of "Chief Executive Officer, Bareilly Smart City" from an Approved Bank.

10.	Performance Security	<p>Performance Security will be 10% of the value of the License fees quoted for the three years in the form of DD or Bank Guarantee in favour of CEO- M/s BSCL, to be paid on or before signing of Agreement. Format of the bank guarantee for Performance Security is given in Annexure</p> <p>Performance Security shall be valid up to the end of License Period and 60 days thereafter.</p>
11.	License fees	<p>The Licensee is required to deposit the License fee + GST In advance on quarterly basis to BSCL.</p> <p>1st Quarter License Fee- to be paid in advance within 15 days of LOI, at signing of agreement</p> <p>Next Quarter Fee to be paid in Advance - Quarterly Fee + GST , To be paid 15 days before end of current Quarter</p> <p>Any delay in payment of Fee shall carry an interest @12% per annum and upon failing, Authority shall forfeit the performance security.</p> <p>The annual License fees shall be escalated at 10% every year during the License Period.</p>
12.	Award Criteria	Bidder quoting the highest license fees for the first year will be awarded the license.
13.	Tender Fee/ Cost of the document	Rs 10,000/- (Rs. Ten thousand only) + GST on non-refundable basis
14.	Signing of Agreement	Agreement shall be signed between Authority and Licensee incorporating the terms of the RFP as directed by Authority.
15.	Timing of Services	The hours of operation shall be from 10 AM to 11 PM. The timing can be subject to change as per the applicable laws and regulations. The Authority has the full discretion to change the timings. Service provider needs to do the needful for arrangements of proper lighting during the evening times.
16.	Chargeable rates & duration	The bidder can charge the rates for each show accordingly. Prior approval of rates to be charged to be obtained from CEO, BSCL
17.	Revenue to Licensee	Licensee is authorized to collect the Fees/fares from the users and other branding activities

18.	Approvals and Clearances	Before starting the operations of Amusement Park, Licensee shall be required to obtain all necessary approvals and clearances as specified by rules, laws and bye laws for carrying out the activities for such kind of works.
19.	Utility/ Electricity Bill Charges	The Licensee shall be responsible to pay electricity bills.
20.	Taxes	The Licensee shall be liable to pay all taxes and statutory dues including GST.
21.	Equipment Quality	The operator will have to provide equipment's/ infrastructure which are new or are close to new in terms of quality. The Licensee shall submit documents to the Authority, showcasing manufacturing details if required by the authority.
22.	Place for Storage of Equipment	All necessary arrangements, fixtures etc. will have to be done by Operator at his own risk and cost with the prior approval of BSCL
23.	Risk & Cost	BSCL will not be responsible for any kind of theft / loss / damage to the property / of the licensee.No such compensation will be entertained.

RFP PART- 1: SECTION-III
INSTRUCTIONS TO BIDDERS

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only).
2. As stated above, it is a two bid (Part1: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc. must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (same as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non – refundable).
3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Earnest Money shall be paid through RTGS/ NEFT/ BANK GUARANTEE (BG) in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheque or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.
4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at **11:00 AM on Dt XX-XX-2022** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on **Dt XX-XX-2022** for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at **3:00 PM** onwards.
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2ND Highest bidder (H2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of H2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.

8. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
9. In case of any inconsistency or contradiction among different clauses/ conditions/ instructions/ information furnished in this tender call notice/ RFP, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the agreement to be drawn by BSCL with the successful bidder, conditions to be stipulated in the agreement shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions, as issued and amended till the date of invitation of this tender. In case of any dispute between the selected bidder and BSCL regarding such overriding effect, decisions of BSCL shall be final and binding without prejudice to the remedies available to either parties under law of the nation (India), Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the matter shall be settled within the jurisdiction of Bareilly Court.
10. Unusual or unilateral interpretation (if any), of any part or whole of the RFP by any bidder and subsequently by the selected bidder, of any information /condition /provision to be laid down in the agreement (to be drawn between the selected bidder and BSCL), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/ correspondence(s) on the same form BSCL, shall be treated as violation(s) of the terms and conditions of this RFP/agreement and hence, action as deemed fit by BSCL shall be taken against such bidder(s) or contractor. Under such circumstance(s), BSCL shall resort to any procedure deemed fit for execution/completion of the work no claim in any manner by any bidder or the contractor shall be entertained/ accepted by BSCL.

**Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly**

RFP PART– 1: SECTION –IV
GENERAL CONDITIONS OF THE RFP/CONTRACT

- 1. GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/her/there incomplete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s) , as BSCL may decide just & proper for completion of the procedure(s).The result(s)of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the RFP Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (RFP Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by BSCL with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
- 5. Work Program:** The selected bidder shall submit Management schedule and manpower provision during signing of the agreement. The same shall be approved with necessary modifications, if any, by BSCL. However, BSCL shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in schedule/bar chart as per direction of BSCL. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BSCL.
- 6. Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of BSCL and,

the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

7. Period of Contract: The tender for Request for Proposal for selection of Agency for Operation services of Light and Sound Show in District Jail in Bareilly for three years from the date of Signing of agreement with BSCL, as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement.

- The successful bidder(s) shall execute an agreement/contract for the fulfillment of the contract on non-judicial stamp paper of appropriate value in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender.
- The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the BSCL and forfeiture of security deposit with BSCL.

8. Earnest Money Deposit/Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of the amount mentioned in the RFP Summary in the form of Demand Draft or Bank Guarantee from an Authorized Bank.

- (1) The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security.
- (2) Bids not accompanied with requisite Bid security shall be summarily rejected.
- (3) The bid security shall be returned to the bidder –
 - (a) Whose bid has not been accepted by the Authority.
- (4) Bid security is a non-interest bearing deposit.
- (5) Bid Security shall be valid for a period up to 180 days from date of opening of the bid.

Bid Security shall stand forfeited in the following situations:

- (1) In case of unclear offer and/or conditional offer, such bid is not acceptable by the Authority and so the Bid Security shall be forfeited.
- (2) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- (3) In case of submission of a grossly wrong or fraudulent bid.
- (4) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- (5) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.
- (6) If the Agreement is not executed within the time period specified in the LoA or as specified by the Authority, even though Performance Security has been paid. (In this case, both Bid Security and Performance Security will be forfeited and LoA will be cancelled).

(7) If the Licensee wants to withdraw before signing of Agreement.

9. In the event, bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

10. Performance Security

The Successful bidder shall furnish 10% of Performance Security deposit in the form of FDR/ BG/ Online thru RGTS/NEFT in favor of **CEO, Bareilly Smart City Ltd, Bareilly** / Amount deposit through online payment in the name of **Bareilly Smart City Limited, A/C No.: 305402010807453, Name of Bank: Union Bank of India, Branch: Main Branch Civil Lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549** at the time of signing the agreement including Earnest Money Deposit, deposited along with the bid submission.

Performance Security deposited shall be valid till end of license period plus sixty days, and shall be retained by the BSCL till the completion of the license period.

The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.

Provided that if the License is terminated due to any Event of Default other than Licensee's Event of Default, the Performance Security shall, subject to BSCL's right to receive amounts, if any, due from Licensee under this License, be duly discharged and released to Licensee.

11. Payment and release of the Funds

- (1) The contractor/Licensee shall pay a monthly amount to BSCL as per the agreement. The Licensee is required to make payment of License fee as per the RFP Summary in return for the Authority granting exclusive rights as a Licensee for the Recreational facilities. The quotation required to be given shall be in the format of Price Bid only.
- (2) The Licensee shall provide agreed License Fee in advance quarterly at the beginning of each term after commencement of operations. The payment of License fee shall be made within 30 days of beginning of each term of operation. Any delay in payment shall carry an interest to be paid by the Licensee as mentioned in the RFP summary.

12. Independent Licensee

Selected bidder shall be deemed to be acting as an independent contractor/ Licensee of Authority and shall not be deemed an agent, legal representative, joint venture, partner, employee of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person/ entity.

13. Ownership and Protection of Property

Authority shall retain the title and ownership of any Location/ site allotted by Authority to Licensee for purposes of carrying out Licensee's obligations in relation to the License. Such title and

ownership of Authority of any such Location shall not pass to Licensee. For the purpose of this RFP, the contractor/Licensee shall have rights to the use of the site as sole Licensee and protect the Facility created by Licensee subject to and in accordance with this RFP.

14. Custody of Materials

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BSCL will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BSCL or of, any other agency/organization engaged/allowed by BSCL, available/to be made available/going on/to be started, at or in Connection with the work, failing which BSCL shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to BSCL in required shape and manner or till, BSCL takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BSCL declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BSCL.

15. Statutory Approvals and clearances

The Contractor shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project. The Official fee for undertaking these clearances shall be paid / Reimbursed by the BSCL; however, all Incidental expenses shall be borne by the contractor.

16. Fair Wages Clause

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each Labor for work done by such Labor's fair wages.

Explanation- "**Fair Wage**" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages act 1948 wages at such higher rates should constitute fair wages.

BSCL shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any Labor for the work done by such Labor is less than the wages described above.

17. Contractor to Respond for Disengagement of Unruly Labor/Personnel

BSCL are to have round the clock access to the work sites during maintenance period. BSCL may require the contractor to remove dismiss any Labor/representative(s) of person of the contractors found to be incompetent or ill-mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.

18. Provisions for Workman Compensation

BSCL shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by

order of any authority/court, BSCL pays any compensation to honor and abide the order, then said amount(s) shall be recovered from the contractor.

19. Contractor to Indemnify BSCL

The contractor/Licensee shall take every precaution not to damage or injure life and/or property of any person/organization/entity in connection with this work. He shall indemnify and keep BSCL indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. BSCL will not assume any responsibility on this account.

20. Management Staff

The contractor shall engage for this work with qualified staff to the satisfaction of BSCL. The Resident staff will be responsible for ticketing of the Laser show.

21. Unilateral Stoppage of Work Progress

Unilateral stoppage of work by the Contractor, without prior written permission of BSCL, shall be considered as breach of contract and BSCL reserves the right to take such actions as it may be deemed fit against the contractor.

22. Rescission of Contract

Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

- I. If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- II. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer, BSCL.
- III. If the contractor fails to follow and comply with the relevant provisions this RFP and/or agreement.
- IV. If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the Contractor has made himself liable for action under any of the cases aforesaid, BSCL shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of CHIEF EXECUTIVE OFFICER shall be conclusive evidence), 20% of the value of total remaining maintenance period fee will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by BSCL including debarring the contractor from participating in BSCL Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate (DSC) in the e-procurement portal and recommending the corresponding License Issuing Authority not to renew the license of the contractor. In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having

purchased or procured any materials/equipment or entered any engagement on account of or with a view to execute the work/ performance of the contractor.

23. Black Listing

A contractor may be black listed for: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
- f) Submission of False/ fabricated/ forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

24. Force Majeure

Neither the contractor nor BSCL shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

25. Jurisdiction for Legal Dispute

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of Chief Executive Officer, Bareilly Smart City Limited, Bareilly will be final authority to resolve the dispute.

RFP PART-1: SECTION-V
SCOPE OF WORK

- i. The Agency shall run the shows daily for visitors and will be responsible for the revenue collection/ticketing.
- ii. Discount on Bulk booking can be given if it is found Feasible by the Selected Bidder.
- iii. Bidder can change the content of the show after prior approval from BSCL.
- iv. Bidder can setup temporary structure at site after prior approval from BSCL such as combine sitting chair.
- v. Bidder can sell Beverages and non-alcoholic drink.
- vi. Bidder can install Additional fans after and other appliances after prior approval from BSCL.
- vii. Selected Agency shall, always, operate the Project in accordance with the provisions of the Contract, Applicable Laws and permits. In particular, the Selected Agency shall, always during the Operating Period, conform to the service and maintenance requirements set forth hereof and as per Good Industry Practice.
- viii. The Selected Agency shall undertake clearing of any choking in the drainages, manholes, etc.
- ix. The Selected Agency shall not damage, destruct or demolish any structure, area or asset, which is owned by Authority, inside or outside Project Facility areas without prior instructions and / or approval of Authority.
- x. The Selected Agency is to ensure that shows are conducted regularly as per timing decided by the Authority. Failure to conduct a show on account of maintenance requirement / breakdown of any component of the system shall constitute a breach. Under such circumstances, Authority reserves their rights to levy damages as per provisions of the contract.
- xi. The Selected Agency shall, through its staff, undertake a daily visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner as the Authority may specify. Such record shall be kept in safe custody of the Selected Agency and shall be open to inspection by the Authority.
- xii. Selected Agency shall deploy adequate safety and crowd control personnel.
- xiii. All necessary logbooks, computers, office space, tables, chairs, registers & stationeries for report generation shall be arranged and provided by Selected Agency.
- xiv. Storage space / Cupboards shall be provided by Selected Agency for keeping the tools and tackles and other instruments.
- xv. Manpower should be qualified in the related field. Persons deployed should be approved / confirmed by Authority, if persons deployed are found unsatisfied by Authority after necessary communication to Selected Agency, they have to replace the person immediately.
- xvi. Selected Agency has to prepare / follow standard operating sheet / operation control procedure – should get approval from Authority.
- xvii. All the person should undergo regular training for the operation & safety measure. The same shall

be arranged and ensured by Selected Agency.

- xviii. Selected Agency has to supply sufficient manpower after considering weekly off's and statutory leaves in a month.
- xix. Selected Agency should maintain all necessary documentation and records such as logbook / sheets, inventory registers, daily report, weekly report, monthly report, performance reports all such other related documentation as per Authority requirement.
- xx. Selected agency is allowed to install Kiosks on site in subject to BSCL approval, to generate revenue
- xxi. Selected agency can organize Event on site to increase footfall and can charge public based on events organized after permission from BSCL.
- xxii. Selected bidder has the right to broadcast/project live matches on the water screen to attract people footfall on several occasions.
- xxiii. Selected bidder to obtain all the required Licenses/ approvals/ permits, etc for setting up and running the operation of facility as per this RFP
- xxiv. Selected bidder to comply with applicable labour laws.
- xxv. Selected bidder should maintain the cleanliness in all the area allotted for the activity.
- xxvi. Should take all necessary insurance required to operate the said activity and also submit the copies of the same to the Authority.
- xxvii. Selected bidder to ensure that Complaint / Suggestions Register to be placed and maintained at the embarking/ disembarking location.
- xxviii. Selected bidder to ensure that A first-aid box with standard supplies will be available in the premises.

Note: Revenue from ticketing System for the Show shall be done by Selected bidder and Revenue from additional activities allowed such as beverages, Drinks etc. shall be kept by the Selected bidder. The bidder has to quote above the reserved price of 1.5 lakh per month + GST to BSCL.

RFP PART-1: SECTION-VI

SPECIAL CONDITIONS OF THE RFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between BSCL & the contractor.
2. If the contractor could not achieve operation progress with respect to time, then BSCL shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**
3. The decision of BSCL regarding the reasons for delay, if any, in management of the work shall be final and binding on the contractor. If the CHIEF EXECUTIVE OFFICER, BSCL is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor as per table above per day for delay of the work not exceeding 10% of the total project cost.
4. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor and BSCL. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Uttar Pradesh Schedule of Rates (SOR) of PHEO & Works Dept. or local market rate(s) or DSR, as applicable for the items/components not covered under SOR subject to approval of CHIEF EXECUTIVE OFFICER, Bareilly Smart City Limited, Bareilly.
5. The actual date of completion of the original work covering all the sites and corresponding date of commencement period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.

Annexure: Service Conditions

Service Conditions to be fulfilled and strictly adhered to by the Licensee with regard to Amenities during the Operation, Maintenance and Management of the Facility

The below mentioned list prescribe the minimum standards to be maintained by the Licensee. Breach of such conditions shall attract penalty from the Authority commensurate with the nature of the breach. Repetitive breach despite of warning from the Authority can also result in termination of License. Additional standards may be implemented keeping in view the particular situation characteristics.

A. GENERAL

1. Obtain all the required Licenses/ approvals/ permits, etc for setting up and running the facility as per this RFP
2. Comply with all applicable labour laws
3. Should maintain the cleanliness in all the area at all times
4. Should be responsible to pay the utility electricity bills on time.
5. Should take all necessary insurance required to operate the said activity and also submit the copies of the same to the Authority
6. Complaint / Suggestions Register to be placed and maintained at the embarking/ disembarking location
7. A first-aid box with standard supplies will be available in the premises.

B. STAFF QUALITY

1. Smart and clean Staff Uniforms
2. Staff Welfare / Facilities

Name of the Bidder

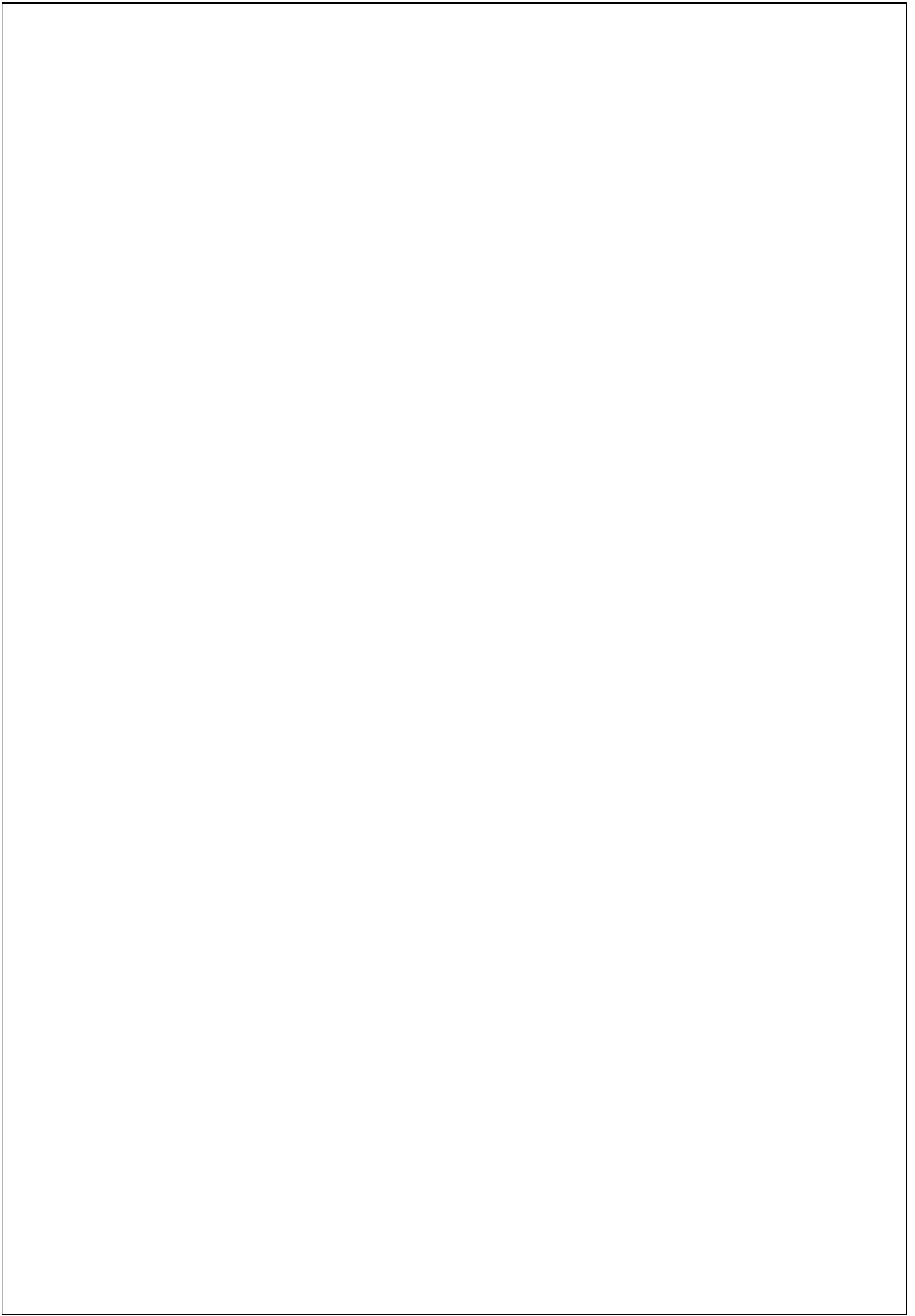
Signature of the Authorized

personName of the Authorized

Person

- 6.
7. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
 - a) No interest will be paid by BSCL on the EMD furnished by any bidder, on the Security Deposit of the contractor and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

No claim in this regard in any manner by the contractor or any organization/entity shall be entertained/ accepted by CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, BAREILLY.



RFP PART- 1: SECTION-VII

ANNEXURE-I: FORMATS FOR PROPOSAL

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related /not related** (*) to any officer of Bareilly Smart City Limited, Bareilly of the rank of Assistant Engineer & above. I/We*am/are*aware that, if the facts subsequently proved to be false, my/our*contract will be rescinded with forfeiture of EMD and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our tender liable for rejections.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-II

DECLARATION CERTIFICATE

1. I/We have visited the site(s) and have fully acquainted with the local situation regarding the materials, labor and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labors, materials, equipment etc. accordingly.
4. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborer's, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (BSCL, Bareilly).
5. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation to me/us.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-III:

AFFIDAVIT

(Applicable for All Bidders)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, Shri/Smt./Ms....., Son/daughter/Wife of....., Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"” (***Strike out whichever is not applicable***).
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s.....nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work “**Request for Proposal for selection of Agency for Operation services of Multi Media Laser Fountain Show at Akshar Vihar in Bareilly onYearly License Fee Basis for three years**” in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. My/Our present.....address for correspondence is.....andmy/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

(Signature of the Tenderer/Company with Seal of the Firm/Company)

ANNEXURE-IV: BANK GUARANTEE

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas, <<name of the firm and address>> (hereinafter called "Implementing Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Bareilly Smart City Limited (hereinafter called "the Authority")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Implementing Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) Not withstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed India Rupees<Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _ _____

Printed name _____

(Bank's common seal)

ANNEXURE V: BID SUBMISSION LETTER FORMAT

Date:

To,
Chief Executive Officer
Bareilly Smart City Limited,
Nagar Nigam, Bareilly-243001,
Uttar Pradesh.

Subject: "Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show, at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis"

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to, and submit the following information/undertaking/declaration for consideration of the BSCL.

2. Price and Validity

- 2.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 120 Days from the last date of submission of bids.
- 2.2 We do hereby confirm that our bid prices include all taxes and cess.

3. Earnest Money Deposit

The transaction slip of Amount of Earnest Money deposited (EMD): **Rs. 1,08,000/-** online or through Bank Guarantee should be enclosed in the bid submitted to Chief Executive Officer as per the details mentioned in the RFP PART 1, SECTION II.

4. Bid Pricing

We further declare that the quote stated in our proposal are in accordance with your terms & conditions in the tender document.

5. Qualifying Data

We confirm having submitted in qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6. Declarations

I/We have also carefully read the terms and conditions of the tender document and undertake that I/we shall abide.

I/We accept to the conditions mentioned in the tender document for Request for Proposal for selection of Agency for Operation services of Multimedia Laser fountain, District Jail in Bareilly for Five years as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by the Bareilly Smart City Limited, Bareilly.

I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the tender document.

I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the forgoing reasons.

I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal are true to the best of our knowledge and belief and nothing has been concealed there from.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector URFP /Central Government.

I/We hereby confirm to the "Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show,at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis"

and further technical specification given and other terms & conditions mentioned in the tender document.

Bid submitted by us, online and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

Place:.....

Name:.....

Designation:

Business Address:.....

RFP PART- II
FINANCIAL BID FORMAT

**“REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION AND
MAINTENANCE SERVICES OF MULTI MEDIA LASER FOUNTAIN SHOW,AT AKSHAR
VIHAR IN, BAREILLY FOR THREE YEARS ON YEARLY LICENSE FEE BASIS”**

(On the letterhead of the Bidder)

To,
**The Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly**

**Sub: Financial Bid for “Request for Proposal for Selection of Agency for Operation and
maintenance services of Multi Media Laser Fountain Show,at Akshar Vihar in, Bareilly for
three years on Yearly License Fee Basis”**

.

Dear Sir,

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in called works:

- a) **Name of the Work:** “Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show,at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis”.
- b) **Location Plan and Specifications:** The location plan and specifications as detailed in bid document and can be acquired separately by the bidding agencies
- c) **Scope as defined in NIT part I under Section V**

The Financial quote shall be submitted as per the format given below:

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site.

And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to abide by and fulfill all the conditions of this Tender Document, in default thereof to forfeit and pay to the Chief

Executive Officer, Bareilly Smart City Limited the penalties of sum of money mentioned in the said condition.

Dated:

Bidder's Name.....

Address

The above tender is hereby accepted by me on behalf of the Bareilly Smart City Limited, Bareilly.

FORMAT OF THE QUOTATION

The Financial quote shall be submitted as per the format given:

S. No.	Description of Item	Qty.	Unit	Monthly Fee Rate (INR) (In Figures & Words) (Excluding GST) in Rs.	Yearly License Fee Amount (In Figures & Words) (Excluding GST) in Rs.
1	"Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show,at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis"	1	Rs		
	Total				
	Taxes (as applicable)				
	Grand Total				

Note : Bidder is quoting for 1st year Annual Fee + GST, to be payable to BSCL, and the 10% escalation on yearly fee will be considered for subsequent years.

Quoted Amount = Rs......

Total sum of (In Figures) ₹.....(In Words)

Rupees.....

And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to abide by and fulfill all the conditions of this Tender Document, in default thereof to forfeit and pay to the Chief Executive Officer, Bareilly Smart City Limited the penalties of sums of money mentioned in the said condition.

Dated:

Bidder's Signature

Seal

Address

Witness:

Address:

The above tender is hereby accepted by me on behalf of the Bareilly Smart City Limited.

(Designation)

SIGNATURE OF AUTHORITY BY WHOM the TENDER IS ACCEPTED

DRAFT LETTER OF INTENT

To,
XXXXXXXXXX,
XXXXXX ,

Ph:

Subject: - Letter of Intent (LOI) for “Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show,at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis”.

Tender ID: 2023_....._....._..

Dear Sir,

We refer to the tender published on XX/XX/2023 on e-tender website and technical bid opened on XX/XX/2020 in response to the invitation for Bids for “Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show,at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis”

Bareilly Smart City Limited, Bareilly (BSCL) is pleased to inform you that your Bid has been accepted by the BSCL.

You have been selected as the Preferred Bidder for the captioned project at the Contract Price of (inclusive of GST) **Rs. X/- + GST (Rs.X) = Rs X /-** [IN WORDS] (hereinafter referred to as the “**Contract Price**”).

This Contract price is subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price will be inclusive of all applicable taxes, duties, statutory charges, levy and any other charges as applicable from time to time. The payment will be made as per the payment conditions mentioned in the bid document.

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549**

The bidder shall execute an agreement/contract for the fulfillment of the contract on non-judicial stamp paper of Rs.100/- within 10 (Ten) days from the date of issuance of letter of intent.

The Bidder shall furnish an affidavit on a stamp paper of Rs.10/- stating that if there is any change

in the govt. guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp papers of appropriate value. In the event of failure, the BSCL shall have full rights to recover the balance stamp duty from the Bid Security deposit.

Kindly acknowledge the acceptance of this **“Letter of Intent”** by signing duplicate copy by your authorized Representative and deliver the same to us.

**Chief Executive Officers
Bareilly Smart City Limited, Bareilly**

Agreed and Accepted

Signature of the Authorized Representative of the Agency (i.e. _____)

Name:

Designation:

Address:

Place:

Date:

Company Seal

DRAFT CONTRACT AGREEMENT

(To be signed by the Owner and the Successful Bidder within the period specified in the Bidding Documents after the issue of Letter of Intent)

(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT is made on day of, 2020 between **Bareilly Smart City Limited**, a company incorporated under the Companies Act, 2013 having its CIN No. as U93000UP2018SGC102746 and its Registered Office at "C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001", (hereinafter referred to as "Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART** and

....., having its office at (Hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for **"Request for Proposal for Selection of Agency for Operation and maintenance services of Multi Media Laser Fountain Show, at Akshar Vihar in, Bareilly for three years on Yearly License Fee Basis"** (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Letter dated (as hereinafter referred to as the "Bid").

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Letter of Intent No.dated (Hereinafter referred to as the "Letter of Intent"), on the terms and conditions brought out in the said Letter of Intent and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Letter of Intent, as conveyed to the Owner vide dated(hereinafter referred to as the "Letter of Acceptance"), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

This Contract has come into force with effect from i.e. from the date of the signing of Contract Agreement.

Article - 3.0 - Contract Documents

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as Contract Documents):

- (i) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement).
- (ii) Accepted Letter of Intent till the execution of Contract Agreement between the Owner and the Contractor. (Annexure 1)
- (iii) Bid submitted by the Successful Bidder (Annexure 2)
- (iv) RFP issued to the Bidder (comprising Instruction to Bidders, General Conditions of Contract, Special Conditions of Contract and Technical Specification) and Corrigendum (Annexure 3)
- (v) Negotiation letter/ offer by the bidder, if any, to be part and parcel of contract.

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

Subject to the provisions relating to Arbitration specified in General Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor.

Article - 4.0 - Scope of Work

The detailed scope of work of the Contractor, under the Contract, has been brought out in the RFP Documents. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe and successful completion of the various items of work, envisaged, as per good engineering practice and recognized principles.

Article - 5.0 - Contract Price

The Total Contract Price under the Contract shall be **Rs./-** (Rupeesonly) inclusive of all the GST, taxes, duties, levies, fees etc. as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete (Operate) it within for a period of 6 (Six) months from the date of Signing of Contract and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner’s Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner’s Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the

Contractor and the Owner’s Engineer. This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic. M/s has furnished an Amount of **Rs...../-** through NEFT/RTGS/FDR on vide Txn No.

..... along with the EMD Deposited of **Rs...../-** in the account of **Bareilly Smart City Limited, A/C No. : 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549** vide Txn No. as Security Deposit for the **Tender ID No :** Hence the total requisite amount for the agreement is **Rs...../-** has been furnished by **M/s**

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at Bareilly.

(.....)
Chief Executive Officer
Bareilly Smart City Limited

(.....)
For M/S
(CONTRACTOR)

Witness:

- 1.
- 2.