

Bareilly Smart City Limited Bareilly

बरेली स्मार्ट सिटी लिमिटेड, बरेली

CIN NO. U93000UP2018SGC102746

REGD OFFICE:- NAGAR NIGAM COMPUND, NAGAR NIGAM, BAREILLY



Smart City

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Under Smart City Project RFP of "Selection of Agency for Operation of 16 Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited" has been submitted for perusal & checking on 21-06-2024. In this regard a committee meeting with BSCL Officials held on 21-06-2024 for Technical, Legal & Administrative review and approval. After review and discussions, RFP for "Selection of Agency for Operation of 16 Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited" is approved and recommended to be placed before the Board Meeting.

RFP Prepared By:



Bareilly Smart City Limited
Bareilly

RFP Recommended By:

Asst. Registrar
Firm Societies & Chits, Bareilly

Addl. Municipal Commissioner - II
Nagar Nigam, Bareilly

Addl. Chief Executive Officer
Bareilly Smart City Ltd. Bareilly

Dept. Commissioner (Administration)
State Tax, Bareilly

A.D.M. (City)
Bareilly

REQUEST FOR PROPOSAL

Name of the Work: "Selection of Agency for Operation of 16 Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited"



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

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/2024-25/

Dt.

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Bids 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 tender 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, Main Branch: Civil Lines, Ayub Khan Chauraha , 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 in the form of Bank Guarantee in name of **Chief Executive Officer, Bareilly Smart City Limited, Bareilly**. 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%	Operation Period
1.	Selection of Agency for Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited	2,00,000	11,800	3 years

Time schedule for Bidding:

S. No	Description	Critical Dates
1	Upload/Publish of RFP	05-07-2024
2	Bid start Date/Time of RFP	05-07-2024 11:00 AM
3	Pre-Bid Meeting	12-07-2024 12:00 PM
4	Bid Closing Date/Time of RFP	25-07-2024 03:00 PM
5	Technical Bid Opening Date/Time	25-07-2024 04:00 PM
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://www.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 wants to participate in bid must register 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: bareillysmartcityltd@gmail.com.


Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.



Glossary/Definitions

- a) **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by BSCL to the prospective bidders.
- b) **“Agreement”** means the License Agreement to be executed between BSCL and the selected bidder.
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of BSCL Ltd.
- e) **“Bare Space”** means the space offered on ‘as is where is’ on which commercial development as per scope mentioned in the RFP can be done.
- f) **“Bidder”** or **“Tenderer”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, which is submitting its bid pursuant to RFP Documents
- g) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender.
- h) **“Bid processing fee”** means Cost of RFP/Tender Document which is Non-refundable in nature.
- i) **“E-Bid Security”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to BSCL.
- j) **“Highest Bidder”** means the Bidder, who quotes the highest lease rental for first year which shall increase by 10% on yearly basis.
- k) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with BSCL as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- l) **“License”** means the Commercial development Rights/Activities granted by BSCL to the Licensee under terms and conditions of the License Agreement.
- m) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with BSCL pursuant to the conclusion of the bidding process.
- n) **“License Fee”** means the amount payable by the Licensee to BSCL as per terms and conditions of the License Agreement.
- o) **“License Period”** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/commercial complex.
- p) **“LOA”** means Letter of acceptance given by licensee in response of the NOA issued by BSCL.
- q) **“BSCL”** means Bareilly Smart City Limited (or “Corporation” or “Licensor”)
- r) **“Notice of Award (NOA)”** means the written notice issued by BSCL to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License.

- s) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- t) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- u) **“Re. or Rs. or INR”** means Indian Rupee
- v) **“Selected Bidder”** means the bidder who has been selected by BSCL, pursuant to the bidding process for award of License.
- w) **“Outdoor VMD or VMD or VMDs”** shall means outdoor Variable Messaging Display.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto here in above.

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Project Profile

In today's ever-changing environment, technology plays a crucial role. LED technology is creating better display options for Display, promotion, entertainment and communication.

Variable Messaging Display (VMD)/ Outdoor Display shall communicate important information & guidance about traffic, diversions etc. to the citizens / public on the road. They shall also be used for showing emergency/disaster related messages as and when required.

The following are the features of VMD:

- Displays can inform of alternative routes, journey times and congestion levels on the roads.
- Motorists can stay informed of necessary precautions to take the route to their destination.
- Emergency contact numbers for the police, fire department, ambulance services and highway patrol can be flashed.
- Messages to influence the driving behavior of motorists can be displayed. For example: "Speed thrills but kills".
- Congestion and parking are interrelated. Smart VMD can provide live data on parking availability before bottlenecks happen.
- Smart VMD can flash tourism messages, event news, and display policy updates to those without mass media access.

Variable Messaging Display (VMD) Variable Messaging Display (VMD)/ Outdoor Display shall communicate important information & guidance about traffic, diversions etc. to the citizens / public on the road. They shall also be used for showing emergency/disaster related messages as and when required.

VMD/outdoor displays of size 1.5m x 3.0 m have been installed at 16 strategic locations in Bareilly City:

1. Sheel Chauraha
2. Gandhi Udhyan
3. Izzat Nagar Chouraha
4. Satellite Bus Stand
5. Mini Bypass
6. Nagar Nigam Tiraha
7. Collectorate Chouraha (DM Office)
8. Bareilly Railway Station Junction
9. Nanital Road (Near Mumta Masjid)
10. Phoenix Mall
11. Divisional Commissioner Office
12. Gandhi Nagar Chowk
13. Delapper Thiraha
14. Jhumka Chowraha
15. Inverties University (Lucknow Highway)
16. City Hospital (District Hospital)

VMD/outdoor displays shall be managed and operated from the City Operation and Monitoring Centre (ICCC) system using handled by a server where information in the form of data messages shall be fed in a manner to be displayed on a specific VMD/outdoor display installed at a particular location or across all locations. BSCL Intends to select the operation agency for the project to run it for three years on rental basis wherein the bidder can generate revenue through running advertisements.

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 BSCL 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. "Bidder" means an entity submitting the proposal.
3. “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.
4. 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”.
5. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
6. 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.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. **“Last three financial years” means** three consecutive financial years out of 2020-21, 2021-22, 2022-2023, 2023-2024.
9. **“Similar Work”** means “Operation of Digital Outdoor LED display Screens, Variable Messaging Display Sign Board of similar or larger scale for Central/State Govt. Departments/Organizations/ Private Agencies” in the last 7 years.

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 2020-21, 2021-22, 2022-2023 & 2023-2024) duly attested by Chartered Accountant.
- Bidder has to submit EMD through RTGS/NEFT/Bank Guarantee/FDR and Tender Fees through RTGS/NEFT only. 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 25.00 Lakhs during the last three financial years i.e. FY 2020-21, 2021-22, 2022-2023 & 2023-2024.
- Experience certificate of having successfully completed similar works during last 7 years:

Three similar works, each costing not less than the amount equal to ₹ 27.00 Lakhs.

or

Two similar works, each costing not less than the amount equal to ₹ 40.00 Lakhs.

or

One similar work costing not less than the amount equal to ₹ 53.00 Lakhs.

“Similar Work” means “Operation of Digital Outdoor LED display Screens, Variable Messaging Display Sign Board of similar or larger scale for Central/State Govt. Departments/Organizations/ Private Agencies” in the last 7 years.”

***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 Price Proposal submitted by the bidders shall be over and above to the Minimum Annual License Fee of Rs 20 lakh + GST. An escalation of 10% each year will be applicable further for 2nd & 3rd year. The bidder which qualifies all the conditions mention in the bid document and has quoted the Highest Annual Amount/Fee payable by the selected Bidder to Bareilly Smart City Limited (herein referred as the “Authority”) shall be selected for the contract.

Drawl of Agreement: If H1 bidder does not turn up for signing of agreement after acceptance of financial Bid then H1 Bidder 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.

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 online 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) (save 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/BG/FDR 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 cheques 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 **03:00 PM** on **Dt.....** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on **Dt.....** 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 ceither party 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 to 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 operator 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 Operator:** Any change(s) in the name/constitution of the operator, shall be forthwith notified by the operator 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 operator 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 operator

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 of Outdoor Variable Messaging Display for 3 years on Rental basis 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 the 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. One Time Upfront Premium Deposit

Not Applicable

11. Performance Security Deposit

The Successful bidder shall furnish 10% of Security deposit of 3 years total License fee quoted by the bidder 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 Chauraha, Bareilly, IFSC Code: UBIN0530549** at the time of signing the agreement including EMD deposited along with the bid submission.

Performance Security deposited shall be retained by the BSCL till the completion of the contract period.

12. Submission of License Fee and mode of payment

The successful bidder shall pay quarterly advance payment to BSCL in advance. The rental fee shall be paid before the 7th of each quarterly month from the date of agreement 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 Chauraha, Bareilly, IFSC Code: UBIN0530549** in the account to be mention by BSCL during the signing of Agreement. A 10% rental fee escalation shall be taken from the completion of each year. Any delay in payment of license fee, an interest fee @ 12% per annum on license fee shall be applicable.

13. Stamp Duty Charges for Contract Agreement

Charges for Stamp Duty for the contract agreement as per Stamp Act shall be paid by the selected bidder.

14. Custody of Materials

The selected bidder shall be responsible for safe & security of the 16 Nos. VMDs. Maintenance of the VMDs will be in the scope of BSCL. WORKING TIME less than 95% due to Technical Fault shall be compensate by the BSCL on pro-rata basis. BREAKDOWN log will be verified by the Integrated Command and Control Centre (ICCC).

15. Statutory Approvals and clearances

The selected bidder shall follow all the laws of the Advertising Laws of Centre/State Govt., Nagar Nigam, Bareilly. The Official fee if applicable for undertaking any clearances shall be borne by the selected bidder.

16. Management Staff

The contractor shall engage in this work with qualified and experienced management staff to the

satisfaction of BSCL which shall co-ordinate with ICCC for the timing and duration of the advertisement.

17. 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 selected bidder 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 selected bidder 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 selected bidder fails to follow and comply with the relevant provisions of this RFP and/or agreement.

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), Performance Security submitted by the selected bidder will be forfeit by the BSCL 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.

18. Blacklisting

A contractor may face blacklisting for the following events: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any form of tender fixing.
- c) Consistent failure to achieve milestones on insufficient and fictitious grounds and non- adherence to quality specifications despite warnings or any of their reasons.
- d) Persistent and intentional violation of significant 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 blacklisted, the information shall be widely published and intimated to all Departments of Government of India and also to Govt. of India Agencies operating in the State.

19. 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.

20. 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

1. SCOPE OF SERVICES FOR OPERATIONS

1.1 SCOPE OF SERVICES

The Scope of work / service to be done / provided by the contractor under this bid will be as under:
The Contractor shall operate and maintain Outdoor Variable Messaging Display for 3 years on a Rental basis. All necessary repairs, maintenance, overhaul, replacements etc. shall be made during the operation period to maintain Outdoor Variable Messaging Display before the status of formal handing over. At the end of Operation period shall be handed over to the Employer in functional condition. The scope of work for Operations shall include but not limited to the following items:

1. The Outdoor Variable Messaging Display are installed at 16 locations across the city of Bareilly. The Screen displays are to be controlled through ICCC. The purpose of these screens is to provide public with various information (but not limited to) such as Government policies, programs and events, promotions, information about traffic/congestion conditions and alternate routes/diversions in case of high traffic on roads, emergency alerts etc.
2. All the 16 Outdoor Variable Messaging Display will be used for running advertisement from different public/private agencies/vendors which can become the revenue generation source for selected bidder.
3. The operation agency shall work out a revenue generating model from the installed Outdoor Variable Messaging Display.
4. Under Operations the Selected Bidder will perform the following tasks but not limited to;
 - Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
 - Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.
 - Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
 - Selected Bidder should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
 - The Selected Bidder shall provide from time to time the Updates /Upgrades / New releases /New versions / Patches / Bug fixes of the software, operating systems, etc. as required. The Selected Bidder should provide free Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software.

- The selected Bidder shall provide an end-to-end Digital Media Solution. The scope includes configuring the Digital Media Manager (DMM) Servers and Digital Media Player (DMP) and integration with ICCC (Integrated Command Control Centre) to display the data.
 - The selected Bidder shall ensure that the Display should be visible any time i.e. during the day light and in night-time and should work in all weather conditions.
5. The Successful Bidder must have highly qualified resources with experience in the field of ICT and Smart Components as envisaged in the document. Proposal must include copies of certifications and resumes for all resources, who will be responsible for Operation of all outdoor Variable Messaging Display throughout the Contract period.
 6. The selected Bidder shall arrange all the related tools, equipment, and Software to install and run the LEDs. This may include the following:
 - a. Software to run the Content.
 - b. Training & Helpdesk Setup.
 - c. Planning, Suggesting, and submitting the system up-grade Plan(s).
 7. Operating status of the variable message display should be checked periodically from the ICCC.
 8. A sequence of messages/pictures/ pre-decided sign or group of signs shall be possible to assign for individual VMD or group of VMD's.
 9. Maintenance of logbooks of all the machineries connected and hard copy along with soft copy shall be got approved from the Employer or his authorized representatives. These reports shall contain sufficient appropriate and adequate data to make the records meaningful and amenable to analysis for evaluating the performance of the Contractor as well as to help in operations decisions.
 10. The records maintained by the Contractor shall be produced periodically to the Employer or his authorized representatives for proper monitoring. The Employer or his authorized representative remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the Employer monthly, quarterly, and yearly containing silent features.
 11. The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment.
 12. The operations shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.
 13. The selected Bidder shall display content as per the advertising law of State/Centre Govt., Nagar Nigam, Bareilly. BSCL have the rights to penalize the selected in case of any unlawful/unlawful/Controversial/Illegal advertisement.
 14. The electricity connection and further monthly electricity expenses incurred in running the LEDs shall be borne by the BSCL.
 15. Contractor will be responsible for appropriate up-keeping, and operation of all networks, hardware, and software components, and ensure smooth functioning of the project throughout the entire contract period.

16. The successful bidder shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Contractor are referred, referenced, reviewed and maintained up to date at all times.
17. The selected bidder would be responsible for maintaining adequate safety measures at all the 16 VMDs location points. BSCL would not be responsible for any losses due to theft, fire or any exigencies in this regard.
18. The selected bidder shall carry out Preventive Maintenance (PM) of all hardware and testing for viruses, if any, and should maintain proper records at each site for such PM. The PM should be carried out at least once in six months as per checklist and for components agreed with BSCL.
19. The selected bidder shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problem including network (active/passive) equipment, security and rectification of the same. The Contractor shall also maintain complete documentation of problems, isolation, cause and rectification procedures for building a knowledge base for the known problems in centralized repository, accessible to BSCL team as well.
20. At the end of the operation period, the selected bidder must hand over all these equipment's used for providing services to BSCL under this RFP, to the BSCL in proper working condition.

21. Manpower

The bidder shall propose in his tender a staff management structure for the operation of the works. The minimum manpower requirement shall be as given in Table – 1 below.

S.NO.	POSITION	QUALIFICATION	EXPERIENCE IN YEARS	NO. OF POST
1	Technician and Operator	Diploma /ITI in IT Computer Science/Electronics/ Mechanical/ Electrical	3	1
2	Semi-Skilled Staff	High School pass	1	1

The operations personnel shall be dedicated solely to the specified duties and responsibilities and shall not be diverted to perform Contractor's administrative duties, construction arrangement, office management, or other activities not related to O&M. Adequate supports staff shall be provided by the Contractor in order avoid any such diversion.

The selected bidder shall include in his cost medical and accident insurance expenses of all the staff employed by him along with all provisions of the labour welfare acts prescribed from time to time by the State and Central Government. Adequate insurance cover shall also be maintained during the operations period for all short-term employees, as well as casual, temporary employees and visitors. Employer is not liable for any situation arising due to any accident/mishap of whatever nature occurring on the sites related to the project.

22. Revenue proposition for Bidder

- (i) BSCL exclusively retains 100% display rights, with full discretion over their utilization.
 - (ii) The timing for advertisement shall be 20 Hours a day flexible hour. Cooling period of 4 hours/day to be considered.
 - (iii) The period of each first 15 min from 08:00 AM to 09:00 AM, 09:00 AM to 10:00 AM, 05:00 PM to 06:00 PM & 06:00 PM to 07:00 PM 15 minutes is allocated for BSCL to broadcast government advertisements at free of cost basis.
 - (iv) BSCL have the rights to broadcast the Government/Public Interest messages through VMDs at any time at free of cost in any emergency situation/act of God.
 - (v) The selected bidder is not allowed to broadcast any message/advertisement hurting the sentiments of a person/society/religion/political party.
23. The selected bidder is allowed to design the advertisement which will be broadcast with the help of ICC.

Ensure complete safety as per statutory guidelines.

- (i) Operator shall ensure to comply with applicable labour laws.
- (ii) The Operator shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
- (iii) The Operator will not allow any prohibited drug or substance by any Contractor personnel under any circumstances on the sites related to the project.
- (iv) The Operator must ensure that there is no discrimination against any Contractor personnel on the basis on caste, religion, race or sex.
- (v) The Contractor shall notify the Engineer in Charge representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party.
Such initial notification may be verbal and shall be followed by a comprehensive report within 24 hours of the accident.

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 proportionate 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 the delay, if any, in completion 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 items and/or quantities of the work, if found essential for the project, shall be covered under a 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.
6. 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 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 deviations from the operation 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. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct/replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of operation charges, 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).
6. 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 “Selection of Agency for Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited” in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT..... are true and correct.

My/Our present address for correspondence is.....and my/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 offices 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: Selection of Agency for “Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited”

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): 50.00 thousand online 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 Selection of Agency for Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited.”

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by 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 **Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited”** 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

**SELECTION OF AGENCY FOR OPERATION OF OUTDOOR VARIABLE MESSAGING
DISPLAY FOR 3 years ON RENTAL BASIS UNDER BAREILLY SMART CITY LIMITED”
(On the letterhead of the Bidder)**

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

Sub: **Financial Bid for Selection of Agency for Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited”**

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: **“Selection of Agency for Operation of Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited””**
- b) Plan and Specifications: The plan and specifications as detailed in bid document and DPR.
- 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 Bareilly Smart City Limited, Bareilly.

FORMAT OF THE QUOTATION

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

(All the Rates are including Taxes)

S. No.	Description of Item	Unit	Annual License Fee Quoted
1	Selection of Agency for Operation of 16 Outdoor Variable Messaging Display for 3 years on Rental basis under Bareilly Smart City Limited”	Rupees	
2	1 st year Annual License Fee over and above Rs. 20 Lakh		
3	2 nd year Annual License Fee with an escalation of 10% on 1 st year		
4	3 rd year Annual License Fee with an escalation of 10% on 2 nd year		
		Total	
		Taxes (as applicable)	
		Grand Total	

Quoted Monthly Amount = Rs..... (including all taxes)

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

Format of Letter of Intent

To,
XXXXXXXXXX,
XXXXXX,

Ph:

Subject: - Letter of Intent (LOI) for “SELECTION OF AGENCY FOR OPERATION OF OUTDOOR VARIABLE MESSAGING DISPLAY FOR 3 YEARS ON RENTAL BASIS UNDER BAREILLY SMART CITY LIMITED”.

Tender ID: 2020_....._....._...

Dear Sir,

We refer to the tender published on XX/XX/2024 on e-tender website and technical bid opened on XX/XX/2024 in response to the invitation for Bids for “SELECTION OF AGENCY FOR OPERATION OF OUTDOOR VARIABLE MESSAGING DISPLAY FOR 3 years ON RENTAL BASIS UNDER BAREILLY SMART CITY LIMITED”

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, Main Branch: Civil Lines, Ayub Khan Chauraha , Bareilly, IFSC Code: UBIN0530549.**

The bidder shall execute an agreement/contract for the fulfilment 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, 2024 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 "SELECTION OF AGENCY FOR OPERATION OF OUTDOOR VARIABLE MESSAGING DISPLAY FOR 3 years ON RENTAL BASIS UNDER BAREILLY SMART CITY LIMITED"" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect there of 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) Designs and Drawings. (As per DPR - Annexure 4)

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. SELECTION OF AGENCY FOR OPERATION OF OUTDOOR VARIABLE MESSAGING DISPLAY FOR 3 years ON RENTAL BASIS UNDER BAREILLY SMART CITY LIMITED”, 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, Main Branch: Civil Lines, Ayub Khan Chauraha , Bareilly, IFSC Code: UBIN0530549. 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.

Performance 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 offices 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:

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

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

VI. 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 _____

Witness_ _____

Signature _____

Printed name _____

(Bank's common seal)