

# REQUEST FOR PROPOSAL

**Name of the Work: "Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly"**



**Smart City**  
MISSION TRANSFORM-NATION

**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)





**BAREILLY SMART CITY LIMITED (BSCL)**  
**BAREILLY (UTTAR PRADESH, INDIA)**

Ref No:-BSCL/2020-21/417

Date:- 21-08-2020

Bareilly Smart City Limited, Bareilly invites e-tender for the following projects:-  
Date:-

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly	2.25 Lakhs	11800	6 Months	25/8/2020
02	E-Kiosk with Citizen Facilitation Centre	2.7 Lakhs	11800	6 Months	25/8/2020
03	Supply, Installation and Maintenance of High-Density Vertical gardens at 1 locations in Bareilly with O&M period of three years	2.8 Lakhs	11800	3 months	25/8/2020
04	Supply of Skid Loaders for Transfer Stations Bareilly	2.0 Lakhs	11800	3 Months	25/8/2020
05	Construction of Multisport Indoor Sports Complex in Bareilly Stadium with 1 year Defect Liability Period and three years of Maintenance	20.00 Lakhs	29500	15 Months	26/8/2020
06	Design, Supply, Installations of Pond Amenities in Akshar Vihar Pond and O & M Period for four years in Bareilly	15.00 Lakhs	29500	9 Months	26/8/2020

1.	Detailed NIT and Bid Document shall be available on: - <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and <a href="http://www.nagarnigambareilly.com">http://www.nagarnigambareilly.com</a>
2.	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.
3.	Amendment to NIT, if any would be published on website only.
4.	In case of any queries on this RFP, intending bidders may contact THE GENERAL MANAGER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: - 0581- 25510074, 7055519602) or send an email to: <a href="mailto:ceo.bscl01@gmail.com">ceo.bscl01@gmail.com</a>

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

- सम्पादक, Times Of India (All Edition), Hindustan Times (All Edition), Dainik Jagran (local edition) को इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी0पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतु प्रेषित करें ।
- आयुक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
- नोटिस बोर्ड पर चस्पा हेतु ।
- कम्प्यूटर प्रभारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly



## 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/2020-21/417

Dt. 21-08-2020

**NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Bids on Viability Gap Funding (VGF) 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. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400. 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 of Nationalized Bank in favour of Chief Executive Officer, Bareilly Smart City Limited. 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%	Commissioning Period
1.	Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly	2,25,000	11,800	6 Months





**Time schedule for Bidding:**

S. No	Description	Critical Dates
1	Upload/Publish of RFP	25/8/2020 11:00 AM
2	Bid start Date/Time of RFP	25/8/2020 11:00 AM
3	Pre-Bid Meeting	— —
4	Bid Closing Date/Time of RFP	02/09/2020 3:00 PM
5	Technical Bid Opening Date/Time	03/09/2020 3:00 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 [www.nagarnigambareilly.com](http://www.nagarnigambareilly.com) (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](mailto:ceo.bscl01@gmail.com)

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





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## Project Profile

### Introduction

Sanitation is a human right. However, women and girls continue to suffer disproportionately from inadequate sanitation, and often cannot use a toilet when and where they need. A key issue for universal access is low availability of public and community toilets. Where they do exist, these facilities typically do not meet the requirements of women and girls.

Men and women have different requirements from facilities due to: biological factors including menstruation and pregnancy; and social and cultural factors such as expectations around maintaining 'dignity' and 'modesty', women still being the main caregivers for children and sick or older relatives and community members and those with disabilities, and women remaining at greater risk of harassment and sexual violence than men.

Failing to plan, design or manage public and community toilets to ensure they are female-friendly and accessible to all users restricts the movement of women and girls, as well as older people and people with disabilities, and limits their ability to participate in public life. Hence, a safe space with basic facilities, specifically for women is needed at the most accessible areas in the city where footfall is generally high.

Bareilly Smart City Limited intends to develop She Lounges in Bareilly. The Bareilly Smart City Limited seeks for agencies to **Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly**. The project intends to cover public places with high tourist as well as commuter footfall areas. Despite being given the social norm most of the ladies avoid pay and use toilets for various reasons such as instinctive embarrassment, male receptionist, cleanliness issues and anti-social places. Bareilly Smart City Limited hereby invites interested parties/vendors for implementation of the project.

### Vision of the Project

The idea of the project focuses on setting up of sound infrastructure for the women of the city. The intention is to create safe spaces for women throughout Bareilly to provide facilities like:

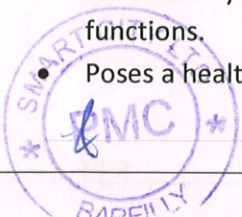
- Well maintained and clean toilets (one Specific for especially abled)
- Waiting area with adequate and comfortable seating
- Female staff
- AC, ATM, TV, CCTV
- Dustbins, Fire Distinguisher.
- Baby-care enclosure
- Sanitary product dispenser and disposal facility
- Drinking RO Water Dispenser
- Minimal cost and universally accessible design
- Special arrangements for differently abled

### Project Need

Societal expectations in India regarding female modesty often leads many girls and women to seek out private spaces for sanitation after in unconventional and unsafe ways.

At the most basic level:

- This creates discomfort and anxiety.
- Poses safety issues and creates a vulnerability to violence while practicing one of life's most basic bodily functions.
- Poses a health concern due to absence of proper sanitary public facilities.





At a more complex level:

- Girls and women have reported abstaining from food and drink because of the absence of female-friendly toilets (which are safe and easily accessible, and have locking doors, water nearby and adequate-sized stalls).
- The requirement of sanitary napkins as well as their disposal is also a necessity for their menstrual care.
- The provision of a safe space for women in the public spaces of the city where they can rest, take care of their health and make use of facilities like novelty shops, AC lounges etc. is essential for gender inclusive growth of a city.

Moreover, mothers with infant kids require privacy and clean space to feed their child from time to time, which is a basic motherhood right. Pregnant women as well as old women who need resting place as well as frequent use of toilets would also benefit immensely from the proposed She- Lounges. Thus, all in all, set up of She-lounges in Bareilly would be an important step towards a gender inclusive growth of the city.

### Site Location

The She-Lounges are proposed to be installed at the 4 most accessible places in the city where the footfall is high so as to work successfully without losses. The following are the suggestive locations for the set up:

1. Railway junction Bareilly
2. Satellite/old bus stand
3. Moti park / Punjabi Market
4. Civil Lines Market (Near Hanuman Mandir)

**Note:** The contractor selected for the project will conduct the required surveys of all the sites and if any site is determined to be unfeasible according to them, they will suggest new sites to replace the unfeasible ones and get them approved by the BSCL before commencing the project.

### Design Concept

The design concept of the She-Lounge is to provide a hygienic and clean place for the women where once can use washroom and have rest, with proper safety. Hence, the design of the proposed cabins has following features –

- People feel safe in public instead of alone places, these cabins have one-way visibility so that women can see people around.
- These cabins have sanitary product dispenser and disposal facility.
- Drinking water dispenser.
- Revenue generation options like ATM, shops and advertisement panels to manage the operation and maintenance of the Lounge to make itself sustainable.
- Attractive facade of the cabin to make it look accessible and worth entering. The signage of the She-Lounge will be in English, Hindi and in pictorial diagram which can be read by anyone Hindi reader, English reader even the illiterate people as well.





**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. "Bidder" means a single entity or consortium of maximum 2 members submitting the proposals.
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. VGF: "Viability Gap Funding."
8. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
9. "Last three financial years" means 2016-17, 2017-18 and 2018-19.
10. "Similar Work" means construction of Café/ Lounge/ Commercial Establishment/ Office/ Facility Center.





## **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:**

- Bidder: Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates
- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2016-17, 2017-18 and 2018-19) duly attested by Chartered Accountant.
- Bidder has to submit EMD and Tender Fees through RTGS/ NEFT Bank Guarantee of Nationalized Bank in favour of Chief Executive Officer, Bareilly Smart City Limited. The receipt of the transaction has to be uploaded online. The original Bank Guarantee shall be submitted to BSCL within 3 days after Bid submission due date.
- 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 80 Lakhs of the estimated project cost during last three financial years i.e. FY 2016-17, 2017-18 and 2018-19.
- Experience certificate of having successfully completed similar works during last 7 years:

**One similar work costing not less than the amount equal to 100 lakhs.**

or

**Two similar works each costing not less than the amount equal to 70 lakhs.**

or

**Three similar works each costing not less than the amount equal to 55 Lakhs.**

**"Similar work" shall mean any "means construction of Café/ Lounge/ Commercial Establishment/ Office/ Facility Center."**

**\* 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.**





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

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

**And/ or**

- 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 financial Bid will be opened only if the bidder successfully qualifies the technical Bid round:

**Evaluation Criteria**

- The Financial bids for the technically qualified bidders shall be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at BSCL's discretion.
- Viability Gap Funding will be given on a milestone basis as per the details in RFP Part 1 Section IV Clause 10
- For this evaluation "Viability Gap Funding" will be considered. The Bidder can quote Viability Gap Funding considering Construction cost, O&M cost and revenue generation from the project throughout the project period.
- Bidder with the minimum VGF amount will be the Successful Bidder.

**Ranking order for Bid for Selection of Contractor – Lowest VGF amount to highest VGF amount.**

The bidder which qualifies all the conditions mention in the bid document and has quoted the lowest VGF amount shall be selected for the contract.

**Drawl of Agreement:** If L1 bidder does not turn up for agreement after finalization of the tender, then he 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 L2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L2 bidder negotiates his/her/their rate and terms and conditions as per with the rate quoted by the L1 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](http://www.nagarnigambareilly.com) (for view only)
2. As stated above, it is a two bid (Part I: 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 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 Time 3:00pm on Dt 03/09/2020 in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt 03/09/2020 for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at Time 3:00pm 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 2<sup>ND</sup> lowest bidder (L2) 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 L2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.



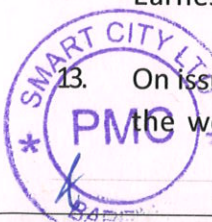


8. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
9. In case of any inconsistency or contradiction among different clauses/ conditions/ instructions/ information furnished 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. Construction and Demolition (C & D) waste materials generated, if any, at the respective work sites during execution of the aforesaid work should be deposited at site suggested by BSCL.
11. 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.
12. One of the members of the JV (Joint Venture) firm or the Lead bidder shall be its Lead Member who shall have a majority (at least 51% share of interest in the JV firm. The other members shall have a share of not less than 20%. In case of JV firm or Consortium partners with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51%.

A copy of Memorandum of Understanding (MOU) executed by the JV members or consortium partners shall be submitted by the JV firm or the Lead Bidder (with Consortium Partners) along with the tender. The complete details of the members of the JV firm or the Lead Bidder (with Consortium Partners), their share and responsibility in the JV firm or the Lead Bidder (with Consortium Partners) etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

Once the tender is submitted, the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

13. On issue of LOA (Letter of acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the





Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 2013. This JV agreement shall be submitted by the JV firm to the tendering authority before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter-alia following clauses:

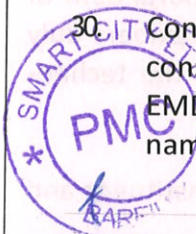
- i. **Joint and Several Liability:** Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the BSCL for execution of the project in accordance with General and Special conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BSCL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- ii. **Duration of the joint Venture Agreement:** It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
- iii. **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

14. **Authorized Member:** Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
15. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Tendering Authority in respect of the said tender/contract.
16. The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 25% stake in terms of bid value, as reflected in the MOU executed by consortium members. Each member of consortium shall remain jointly and severally liable to BSCL.
17. For this purpose, the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender.
18. The leader of the consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.
19. The Leader of the Consortium can submit the bid on behalf of the Consortium. Memorandum of Understanding (MoU) (as per format enclosed in tender) between the Consortium members duly signed by the authority (ies) as per the note in the MOU format, must accompany the techno-commercial bid.
20. The MoU should clearly define the role / scope of work to be performed by each constituent and



should clearly define the leader of the Consortium. All the members of the Consortium must resolve and affirm in the MoU that each party shall be jointly and severally liable to BSCL for any and all obligations and responsibility arising out of the Contract and for discharging all obligations under the Contract. MoU signed between the members of the Consortium shall form part of the contract.

21. In case of award of contract, the MoU shall be kept valid through the entire contract period, including extensions, if any. After award of contract, no alterations / modifications would be permitted in the MoU.
22. Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.
23. In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortium. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium.
24. In the event that the successful bidders is a consortium formed of two or more companies, the Company requires that the parties to the consortium accept joint and several liability for discharging all obligations under the Contract.
25. The tender document can be purchased in the name of Lead member of the consortium.
26. The bid shall be signed by all the constituents of the Consortium. Alternatively, the Leader of the Consortium may sign the bid provided a Power of Attorney from each member authorizing the Leader for signing and submission of bid on behalf of individual member must accompany the techno-commercial bid. Other members of the Consortium may participate in techno-contractual discussions and also sign the minutes of such discussions / meetings along with the Leader of the Consortium.
27. Leader of the Consortium on behalf of the Consortium shall co-ordinate with BSCL during the period the bid is under evaluation and also during the execution of the contract, if the same is awarded.
28. BSCL shall correspond / communicate only with the leader of a Consortium and like-wise, the leader of the Consortium only should communicate with BSCL on behalf of the Consortium. No cognizance shall be given to communication received directly from other consortium members. The Leader of the Consortium shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the constituents of the Consortium.
29. Any correspondence exchanged between BSCL and the Leader of Consortium shall be binding on all the constituents of the Consortium. The Leader of the Consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of Work' of the tender. This confirmation should be submitted along with the techno-commercial bid.
30. Contract, if awarded, shall be in the name of the Consortium clearly specifying the names of all the constituents and also mentioning that the Consortium is led by which constituent. Accordingly, EMD/Bid Bond and SD/PBG shall be submitted in the name of the Consortium clearly specifying the names of all the constituents along with that of the leader.





31. In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the individual member of the Consortium.
32. Irrespective of whether the Contract is signed by all the constituents of the Consortium or by the Leader of the Consortium, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.
33. Payment for work done under the contract shall be made by BSCL only to the Leader of the Consortium. However, in case payment is to be made directly to each constituent corresponding to their part of the scope of work, the same shall be clearly indicated in the bid along with the constituent-wise details of the price break-up.
34. No alteration or modification in the constituents or composition of a Consortium shall be permitted after submission of bid and also after award of the Contract during currency of the contract. A constituent of the Consortium shall be allowed to undertake and carry out only that activity for which that constituent has been evaluated and qualified technically.
35. Before forming a Consortium, the individual constituents of the Consortium are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of the companies with whom they propose to form a Consortium.
36. A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.
37. Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respect.

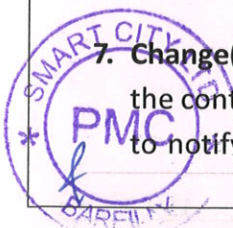
**Chief Executive Officer,  
Bareilly Smart City Limited,  
Bareilly**





**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 construction schedule 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 construction 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. Urgent work:** If any urgent work in the opinion of BSCL becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer In-Charge may be his own or through other agency carry it out, as he may consider necessary. All incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.
- 7. 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.

**8. Period Of Contract:** The tender for design, build and operation of she lounges shall be allotted for a period of 60 months (five years) from the date of commissioning & functioning of she lounges, for which an agreement with the successful bidder shall be signed as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement. Construction Period for the She Lounge shall be six months.

- 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.

#### **9. Security Deposit/ Performance Security**

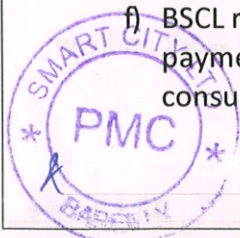
The Successful bidder shall furnish 10% of total construction cost as Security deposit at the time of signing the agreement through FDR or online, which includes EMD deposited along with the bid submission.

Security deposited shall be retained by the BSCL till the completion of the project. 5% of security deposited will be released by BSCL after the successful completion of one year of project completion. Balance 5% will be released after successful completion of the operation and maintenance period of 5 years.

#### **10. Payment and release of the Funds**

VGF Payments shall be released as per the completion of each unit and hence bill shall be raised as per each, she lounges unit.

- a) 40% of the Amount can be claimed after successful supplying of all equipment and materials related to project works at each location. The engineer in charge will check the bill submitted and only after his approval the funds will be released.
- b) 30% of the amount per location will be released after successful Construction and installation of the components.
- c) Balance 30% amount will be released after successful completion and commissioning of the project at each location.
- d) After the completion of the work the contractor is liable for five years of operations & maintenance from the date of issuance of completion certificate from the BSCL at his own cost.
- e) If the contractor fails to maintain the project in satisfactory manner then BSCL is free to engage another agency to do the work at the risk and cost of the contractor.
- f) BSCL reserves the right to increase the O&M period for another 5 years with a proper notice. The payment required for O&M for extended period shall have to be decided by the BSCL in consultation with the contractor.





## 11. 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.

## 12. Supply of Materials

- i. The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by BSCL. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by BSCL. In the event of there being no specifications born in the SOR of Uttar Pradesh for the items required for the work whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of BSCL.
- ii. BSCL shall have absolute authority to test the quality of materials/Equipment at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. BSCL shall have the right for removal from the work sites, of all specifications and in case of default, BSCL shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

## 13. 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.

## 14. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:

- i. **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders.
- ii. **Inspection:** BSCL will have the right to inspect the scaffolding and centering etc. for the work and can reject partly or fully such structure if found defective in his opinion.





- iii. **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- iv. **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defense or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic/disruption of traffic.
- v. **Personal Safety Equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- vi. **Precautions against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.
- vii. **Demolition:** Before any demolition work is commenced and also during process of work;
  - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding.

#### 15. 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.

#### 16. Contractor to Respond for Disengagement of Unruly Labor/Personnel

BSCL are to have round the clock access to the work sites during execution and defect liability 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.

#### 17. 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.

#### **18. Contractor to Indemnify BSCL**

The contractor 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.

#### **19. Resident Engineer(s) and Assistant(s)**

The contractor shall engage for this work with qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of BSCL. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of BSCL which will be binding on the contractor.

#### **20. Unilateral Stoppage of Work Progress**

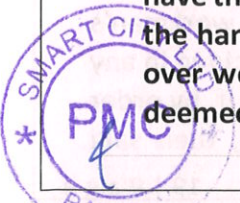
Unilateral stoppage of work by the Contractor, without prior written permission of BSCL, shall be considered as breach of contract and BSCL reserves the right to take such actions as it may be deemed fit against the contractor.

#### **21. 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 having been given by BSCL a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
- II. 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.
- III. 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.
- IV. If the contractor fails to follow and comply with the relevant provisions this RFP and/or agreement.
- V. 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.
- VI. If the contractor fails to maintain the She Lounge in clean and hygienic manner as per the scope of work.

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 the left over work 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.

## **22. 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.

## **23. 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.

## **24. 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**

Following activities shall be conducted under the scope of work of this assignment:

#### **Site Location**

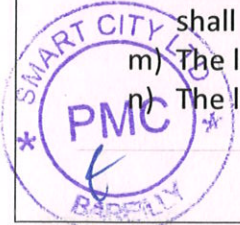
The She-Lounges are proposed to be installed at the 4 most accessible places in the city where the footfall is high so as to work successfully without losses. The following are the suggestive locations for the set up:

1. Railway junction Bareilly
2. Satellite/old bus stand
3. Moti park / Punjabi Market
4. Civil Lines Market (Near Hanuman Mandir)

**Note:** The contractor selected for the project will conduct the required surveys of all the sites and if any site is determined to be unfeasible according to them, they will suggest new sites to replace the unfeasible ones and get them approved by the BSCL before commencing the project.

#### **Designing of the She Lounge**

1. **Design:** The agency will design the lounge as per the basic layout provided in DPR and the location provided by the client and will seek for approval for the design from the client.
  - a) Area for the lounge shall be approx. 4.3m x 4.8 m. (construction with the given facilities of the lounge and the construction may further increase if area of the allotted location (as per BSCL) permits.
  - b) The lounge structure shall have durability, with provision of back-lit advertisement space. Vendor can also have space for advertisement inside the lounge. Advertisement would be a source of revenue generation.
  - c) Lounge should have barrier-free access with skid-free ramp.
  - d) Lounge should have at least two proper bi-lingual (Hindi and English) and pictorial signage.
  - e) The lounge should have air-conditioning facility and should be well lit with LED lights.
  - f) The lounge should have 24X7 power back up.
  - g) An information cum facilitation kiosk with a female attendant.
  - h) Lounge will have a seating area with a capacity of minimum 5-6 persons and a female receptionist. It will be run by female staffs with uniform and Photo ID card so as to maintain the comfort zone inside.
  - i) The lounge should have a baby care enclosure.
  - j) The lounge should have facility for clean and hygienic toilets with pad dispenser inside. The toilets should be cleaned after every use.
  - k) The lounge should have facility for cool drinking water dispenser. This should not be chargeable.
  - l) Waiting room with LED TV screens, seating, wash-basin and mirror for aesthetic requirements shall be provided.
  - m) The lounge should have facility for wheel chair and first aid.
  - n) The lounge should have facility for adequate number of free mobile phone charging points.





- o) The lounge should have racks for magazines and newspapers for the users.
- p) Daily collection machine should be provided in each She-lounge to track revenue generation from user charges.

**2. Safety, Security and hygiene:** To make it a safe, convenient, pleasing and a barrier free place for women the agency needs to maintain the sanity of the lounge. The following measures shall be complied by the agency.

- a) The lounge will be exclusively for ladies. There should be proper women security at gate.
- b) Well maintained toilets with deployment of adequate number of fulltime maintenance staffs to clean and maintain the hygiene and cleanliness condition of the lounge and toilets/washrooms.
- c) Provision of Napkin Vending machines, The Vending machine charges shall be approved by BSCL prior to project operational date. A Napkin incinerator should also be installed in each of the lounges.
- d) Provision of dustbin, along with disposable carry bags, inside as well as outside the lounge. The dustbins should be of two types. Green colour bin for segregate organic waste such as food left overs, papers and other bio degradable waste. And a separate Blue colour bin for inorganic wastes such as plastic, bottles, etc.
- e) Secure door locks to ensure the security of the users.
- f) CCTV units for monitoring movements inside and outside the lounge.
- g) The Campus shall have a space for ATM machine / shop.

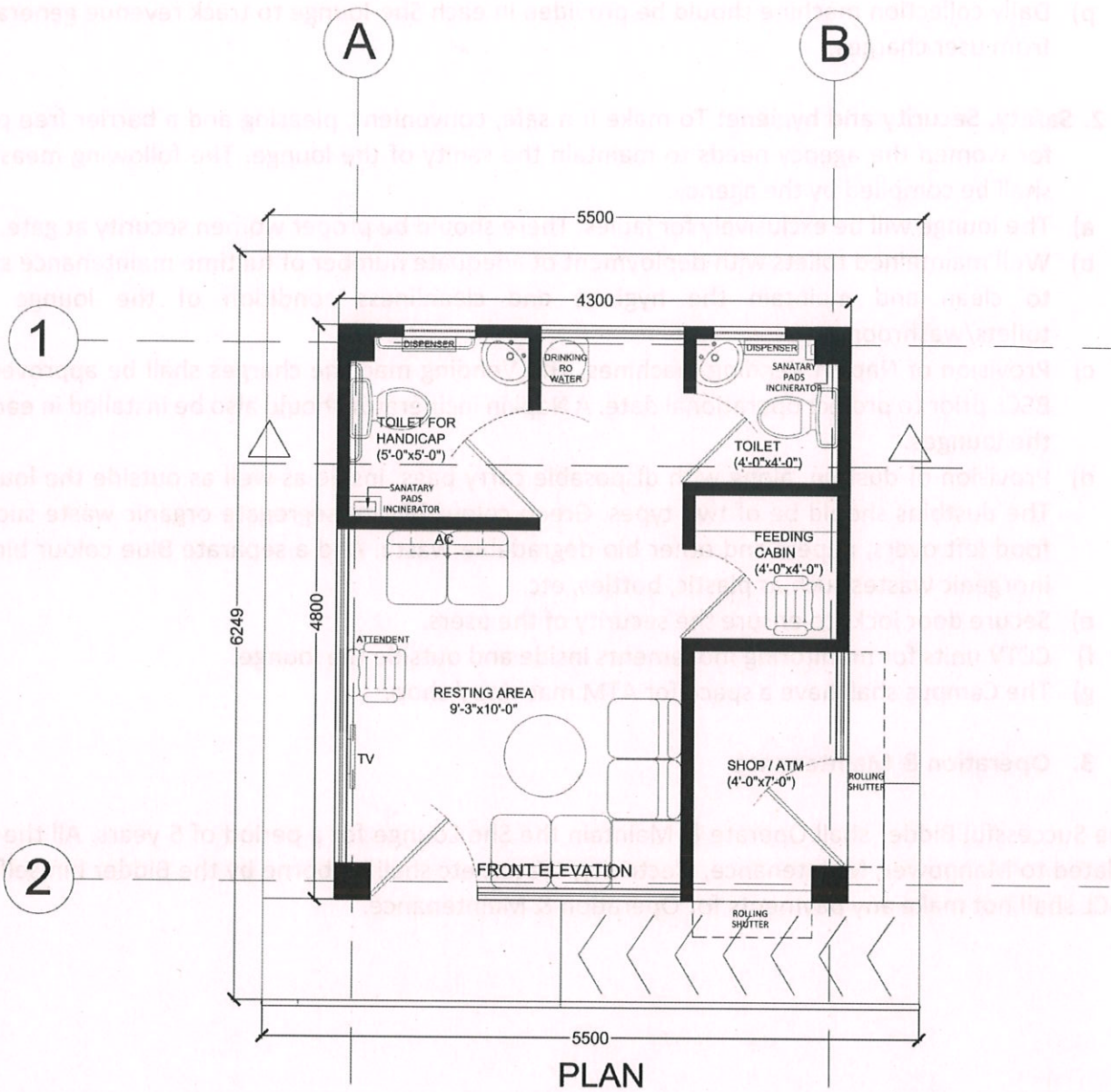
### **3. Operation & Maintenance**

The Successful Bidder shall Operate & Maintain the She Lounge for a period of 5 years. All the cost related to Manpower, Maintenance, Electricity, Water, etc shall be borne by the Bidder himself and BSCL shall not make any payments for Operation & Maintenance.

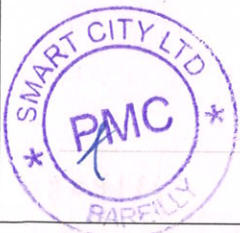




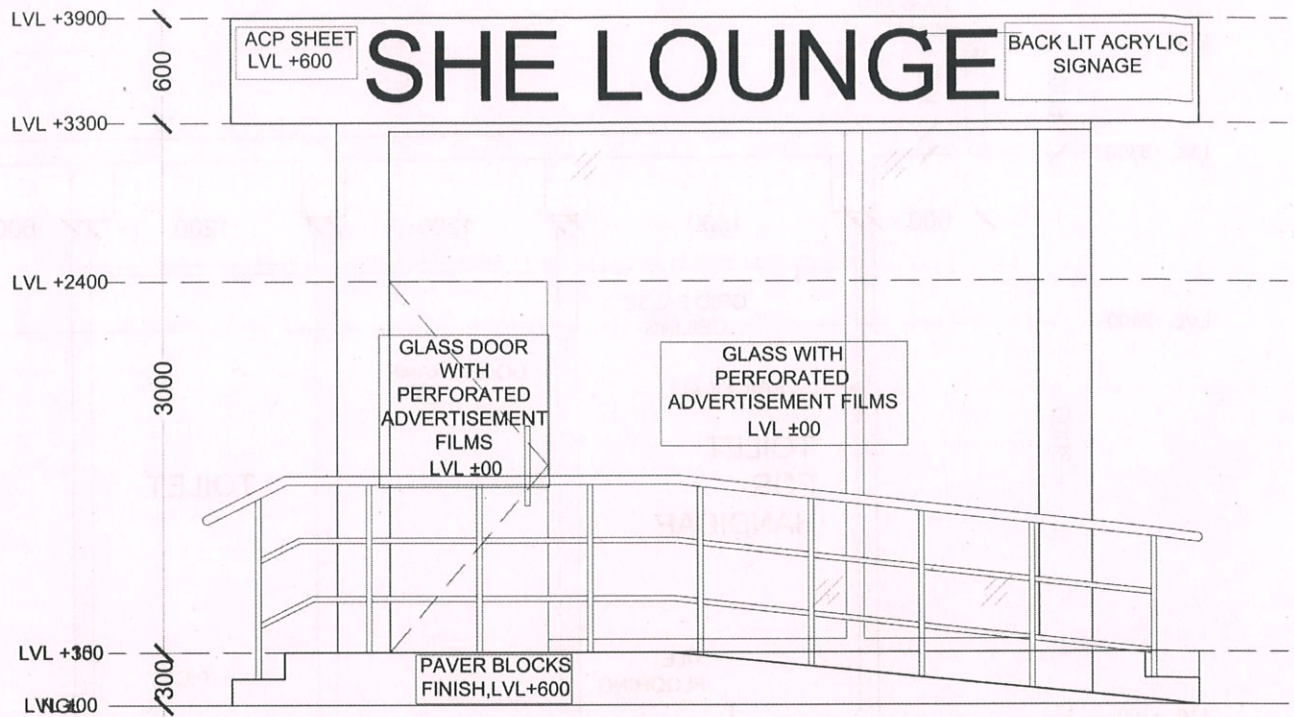
# Project Drawings:



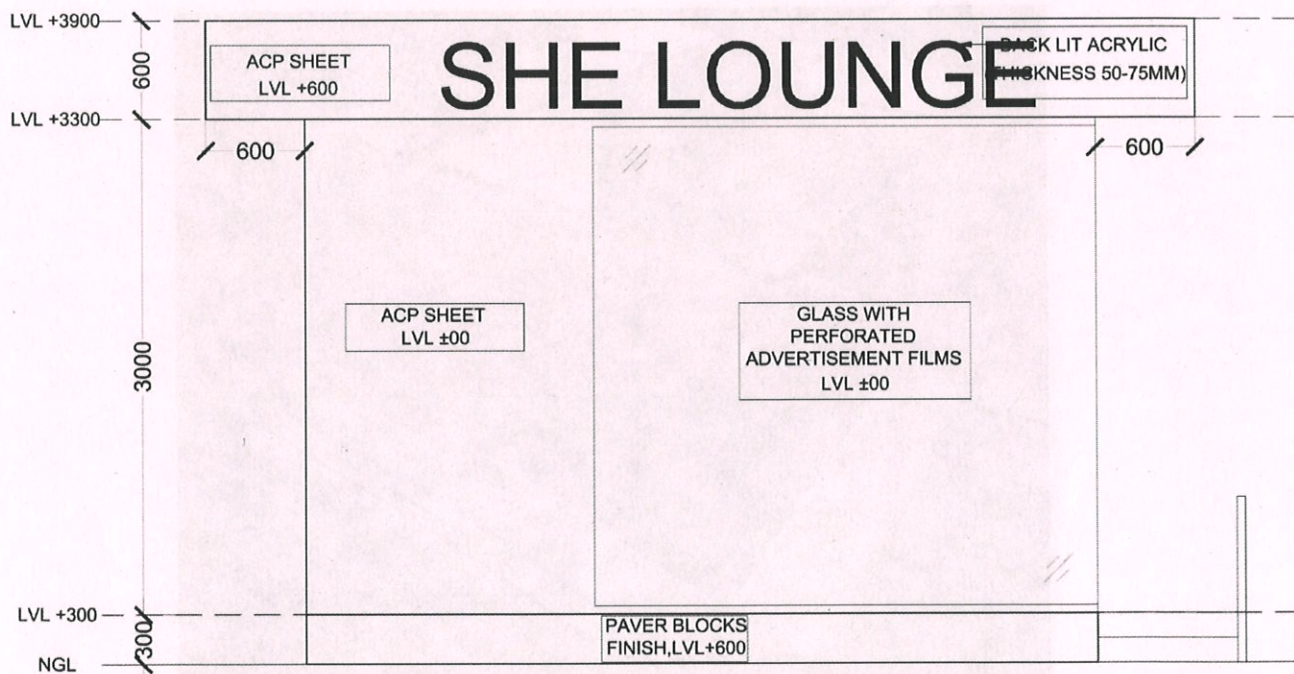
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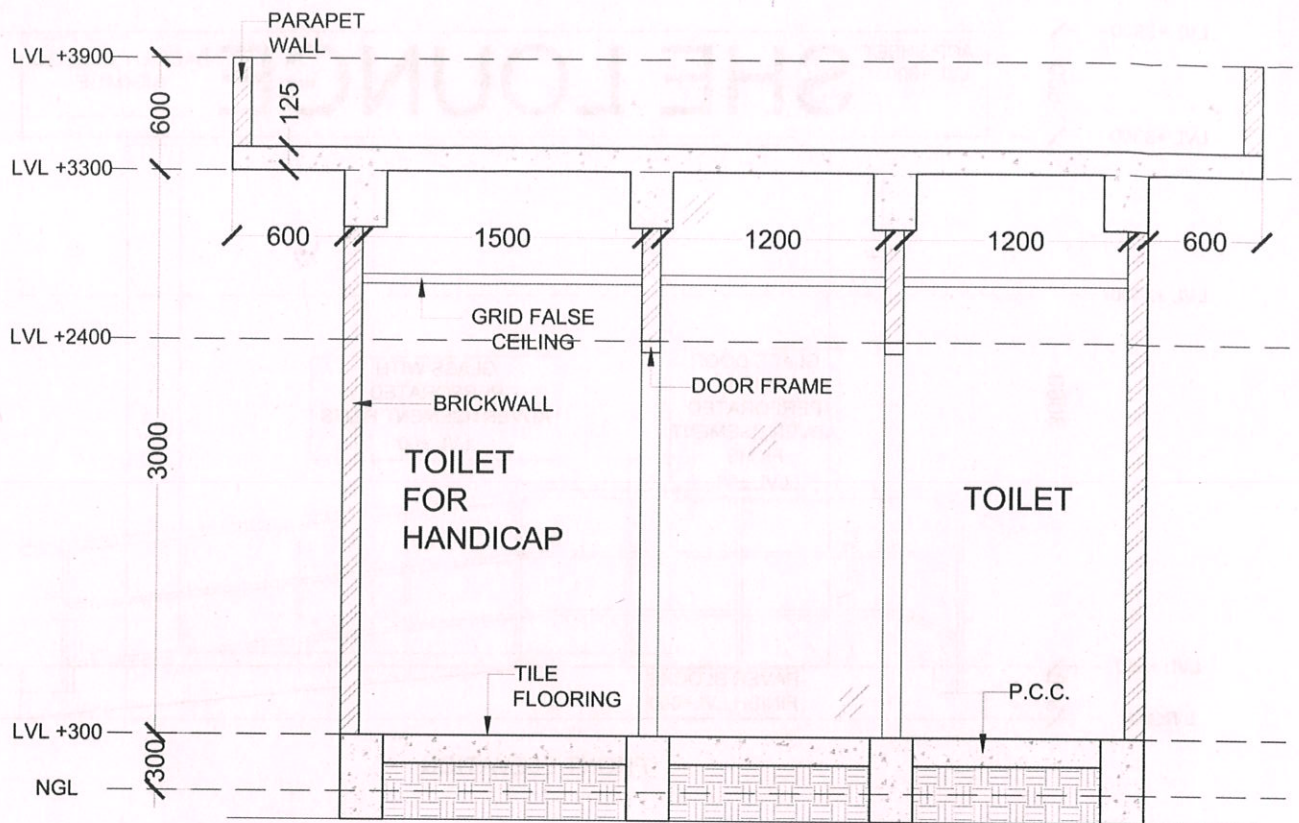
FRONT ELEVATION



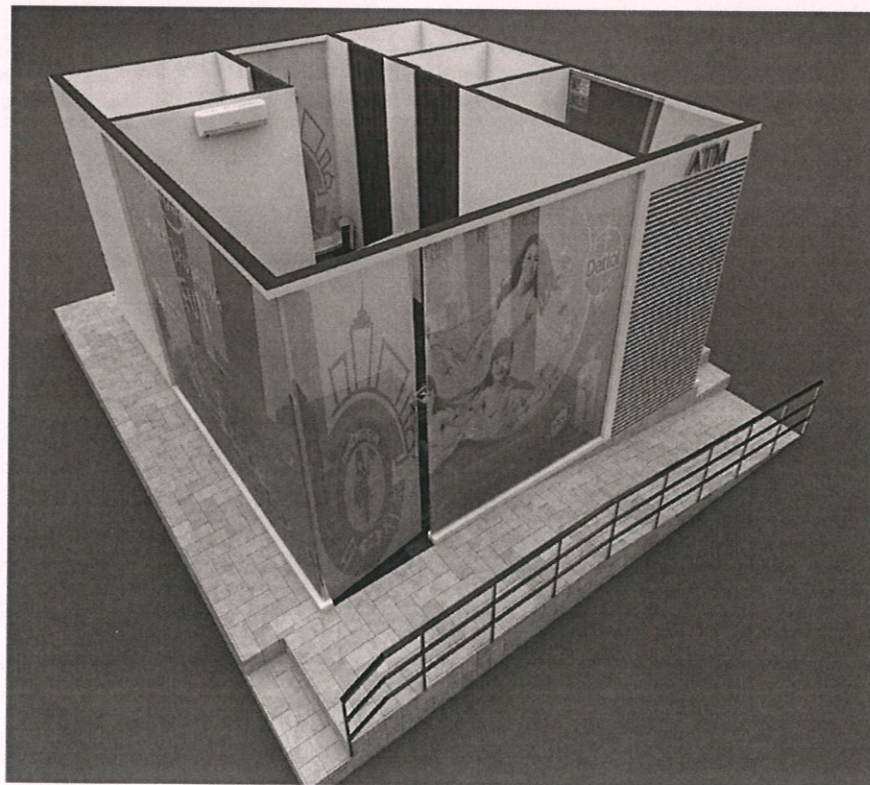
SIDE ELEVATION





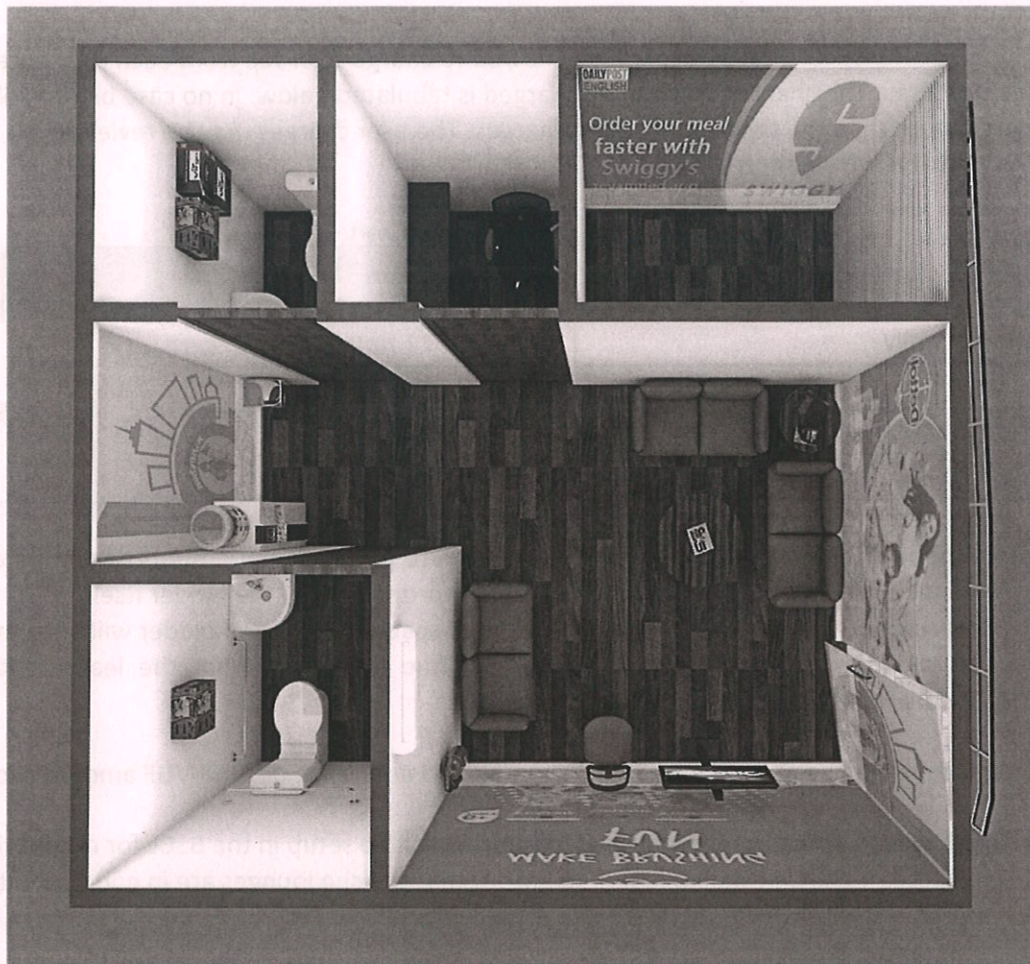


SECTION

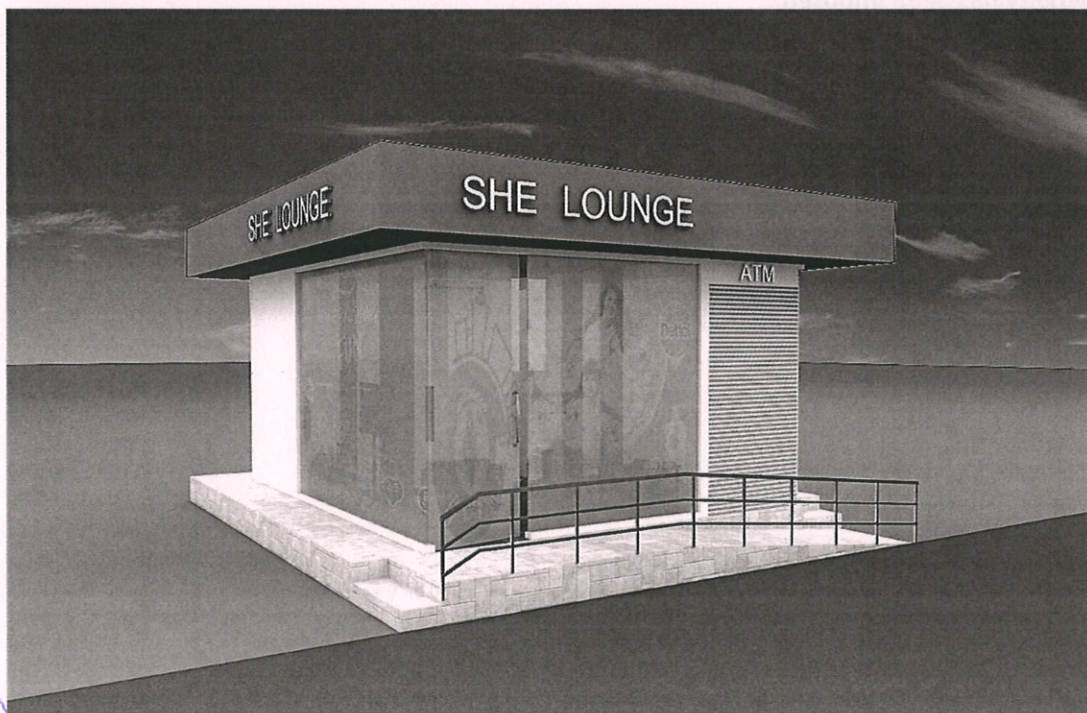


She Lounge Isometric View





3D Plan of She lounge



View of She lounge



### Sources of Revenue:

- a) **User Charge:** The successful Bidder will be allowed to charge User fee from each user entering the she lounge premises. The charges that can be charged is tabulated below. In no case bidder will be allowed to charge more than the below prescribed charges. The user charges may be reviewed on annual basis and revised at the discretion of BSCL.

Table 1: User Charges Chart

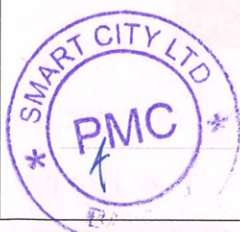
Location	Minimum Usage Period in a Day	Usage Charge
Railway station Bareilly	24 Hours	Rs.5
Satellite bus stop	24 Hours	
Moti Park / Punjabi Market	12 Hours	
Civil Lines market (Near Hanuman Mandir)	12 Hours	

- b) **Advertisement:** The successful bidder will be allowed to place advertisements on the outer surface of the she lounge. The revenue so generated shall be appropriated by the bidder itself.
- c) **ATM:** The design of the She lounge has a provision to space an ATM and bidder will be allowed to lease the space to the interested third party. The revenue generated from the lease rentals shall be appropriated by the bidder itself.

The Bidder should consider the above mentioned revenues and adjust the desired VGF amount accordingly.

**MONITORING SYSTEM: - A Project Monitoring Unit (PMU)** will be setup in the BSCL for monitoring of the Project to make it successful and sustainable and to ensure that the she lounges are in good condition.

- a) Chief Executive Officer, BSCL shall appoint a Nodal officer for the project for the purpose of overall monitoring of the project.
- b) Concerned Nodal Officer appointed by BSCL has to ensure that the she lounges are working properly and check the functional status of all hardware and allied accessories during the contract period, ensure that the complaints regarding the defects has been logged in the complaint register and penalty has been imposed.

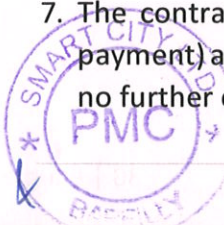




## **RFP PART-1: SECTION-VI**

### **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. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BSCL or due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind off or majeure situation, etc.
3. 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.**
4. The decision of BSCL regarding the reasons for 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 Rs. 10,000 (Ten Thousand Rupees) per day for delay of the work not exceeding 10% of the total project cost.
5. BSCL reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BSCL and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to BSCL.
6. 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.
7. The contractor shall put his/her/there signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by the BSCL.





8. The actual date of completion of the original work covering all the sites and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.

9. 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. 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 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 "**Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly**" in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. 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:**

### **BID SUBMISSION LETTER FORMAT**

Date: .....

To,

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

**Subject: Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly**

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly, 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. 2,25,000/-** 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 RATES stated in our proposal are in accordance with your terms & conditions in the tender document.

#### **5. Qualifying Data**

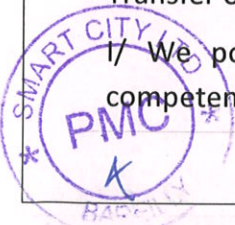
We confirm having submitted in qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### **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 Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly 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 Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly 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:.....





## **ANNEXURE-V: 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
- IV. 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 \_\_\_\_\_

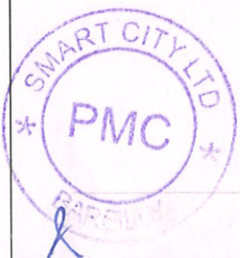
Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

(Bank's common seal)





## **ANNEXURE VI: General Information on Bidder's Organization**

- a) Name:  
b) Address :  
c) Address of the corporate headquarters and its branch office(s), if any, in India:

S. No.	Particulars	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Incorporation status of the Bidder (Company Firm)(Relevant Certificate to be submitted in Technical Bid)	
4	Year of Establishment	
5	Valid GST registration No. (Copy of certificate to attached)	
6	Permanent Account No. (PAN) (Copy of PAN card to be attached)	
7	Name and Designation of Contact Person to whom all references to be made regarding this Bid	
8	Telephone No. (With STD Code)	
9	E-mail ID of Contact Person	
10	Website if any	

Signed

**(Name of the Authorized Signatory)**

For and on behalf of

**(Name of the bidder)**

Designation:

Place:

Date:

**To be enclosed:**

1. Documents certifying Bidder's legal status i.e. certificate of incorporation /registration.
2. Latest brochures/ organization profiles, etc





## **ANNEXURE VII: Format for Financial Information of Bidder's Organization**

(To be submitted and signed by the Bidder's authorized signatory)

To

Date:

Chief Executive Officer (CEO),  
Bareilly Smart City Limited (BSCL),  
Civil Lines, Nagar Nigam Bareilly,  
Bareilly- 243001, Uttar Pradesh

**Sub:** "Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly."

Sir,

We hereby submit our Financial Information for the captioned project.

S.No.	Parameters	FY 2016-17	FY 2017-18	FY 2018-19
1	Annual turnover In INR.			
Average annual turnover for the last three financial year				

Note: To be certified by Statutory Auditor/ Chartered Accountant.

Authorized signatory:

Date:

Name of Authorized signatory

Place:

Name and seal of Bidder:





**ANNEXURE VIII: Format for Completed Project and Operation & Maintenance  
Experience in similar nature during Last Seven Years**

(To be submitted and signed by the Bidder's authorized signatory)

To  
Chief Executive Officer (CEO),  
Bareilly Smart City Limited (BSCL),  
Civil Lines, Nagar Nigam Bareilly,  
Bareilly- 243001, Uttar Pradesh

Date:

**Sub:** "Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly"

Sir,

We hereby submit our project experience for the captioned project.

Table-1

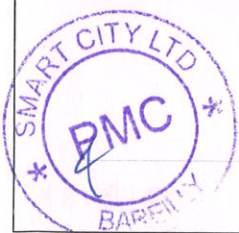
S.No	Description of Project/ Scope of Work	Details and number of Projects developed & commission	Name of the Client	Contract Period	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					
S.No	Description of Project/ Scope of Work	Number of Projects Operated and Maintained successfully	Name of the Client	O&M Period (from –to)	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					

Supporting documents such as copies of Work Order/Contracts/LoAs/Completion Certificate/end user certificate to attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

Authorized signatory:  
Name of Authorized signatory  
Name and seal of Bidder:

Date:

Place:





**ANNEXURE IX: Bidder's Understanding of Concept, Scope of Work and Project Requirement, Work Plan and Manpower Deployment for performing the assignment**

Bidders Understanding of the TOR, Concept Plan and work programme for this assignment are to be elaborated in these sections, broadly under following sections:

- a) Understanding the concept
- b) Scope of Work and
- c) Project Requirement
- d) Work Plan & Methodology

The write up should explain Bidder's insight with respect to the objectives of the assignment, approach to the items, and methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should also explain the technology adopted and methodologies propose to adopt and highlight the compatibility of those methodologies for the supply of desired items.

Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approval by BSCL), and deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into feasible working plan. The work plan should be consistent with the suggested work Program of the Bidder.

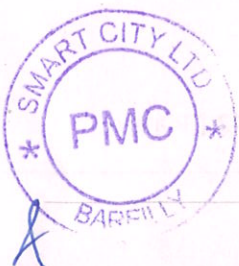
Authorized signatory:

Name of Authorized signatory

Name and seal of Bidder:

Date:

Place:





## **ANNEXURE X: Format for Power of Attorney for Signing of Proposal**

(To be given by the Bidder on non-judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, we/ I ..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging **"NAME OF THE PROJECT"**, Uttar Pradesh in the country of India, including signing and submission of all documents and providing information/responses to BSCL, representing us in all matters before BSCL, and generally dealing with BSCL in all matters in connection with our Bid/ Proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

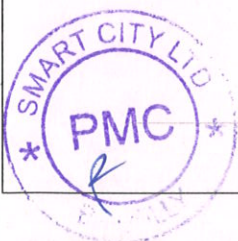
Accepted.....

(Signature)

(Name, Title and address) of the Attorney

### **Note:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.





**Annexure XI: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED  
SIGNATORY OF JOINT VENTURE (JV) PARTNERS**

**POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act.  
The stamp paper to be in the name of the company who is issuing the Power of Attorney.)

KNOW ALL MEN BY THESE PRESENTS We, ....., having our registered office at .....; and..... having our registered office at ..... , (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, and appoint ....., having its registered office at ....., as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to Bareilly Smart City Limited representing us in all matters, dealing with Bareilly Smart City Limited in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the .....day of.....2020

Signature of the attorney

Signature of the attorney is attested

(Signature of authorized signatory)

(by the authorized signatory of the company) .....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness:

Witness 1:

Name :

Address :

Occupation :

Witness 2:

Name :

Address :

Occupation :

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii) In case of incorporated companies, the common seal of the company has to be embossed on all pages





**ANNEXURE XII: DRAFT MEMORANDUM OF UNDERSTANDING (MOU)**  
**FOR JOINT VENTURE / CONSORTIUM PARTICIPATION**

BETWEEN

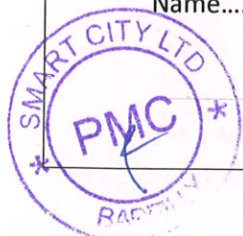
M/s.....having its registered office at..... (hereafter referred to as ..... ) acting as the Lead Partner of the first part.  
And M/s.....having its registered office at.....(hereafter referred to as '.....') in the capacity of a Joint Partner/ Consortium Partner of the other part.

The expressions of.....and .....shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; Bareilly Smart City Limited (hereinafter referred to as "Client") has invited bids for.....(insert name of work).....

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
  - i. Notice for bid, and
  - ii. Tender document
  - iii. Any Addendum / Corrigendum issued by (Bareilly Smart City Limited)
  - iv. The Tender submitted on our behalf jointly by the Lead partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'Tender' jointly.
3. The name of the Joint Venture firm shall be\_\_\_\_\_.
4. M/s..... shall be the lead member of the JV / Consortium for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate ..... as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s..... to M/s.....
5. The 'Parties' have resolved that the distribution of share and responsibilities is as under:
  - a) Lead Partner share.....%;  
Responsibilities .
    - i).....
    - ii).....
    - iii).....
  - b) Joint Venture / Consortium Partner's share.....%  
Name.....





#### Responsibilities

- i).....
- ii).....
- iii).....
- c) Joint Venture / Consortium Partner's share.....%
- d) Name.....
- e) Responsibilities
  - i).....
  - ii).....
  - iii).....

#### 6. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV / Consortium partners

7. **ASSIGNMENT AND THIRD PARTIES** The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

8. **EXECUTIVE AUTHORITY** The said Joint Venture/ The Lead Bidder (in case of Consortium partners) through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

9. **GUARANTEES AND BONDS** Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

10. **INDEMNITY** Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. **DOCUMENTS & CONFIDENTIALITY** Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. **ARBITRATION** Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, the Settlement of disputes in connection with the contract will be dealt with and governed by Clause 63 & 64 of General Condition of Contract for Works as amended upto date. The Venue of the arbitration shall be Bareilly.

14. **VALIDITY** This MOU/ JV/ Consortium Partners Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity





for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation / shelving of the project by the client for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

15. This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s..... & M/s..... and a copy submitted with the proposal.

16. This MOU shall be construed under the laws of India.

17. **NOTICES** Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

Other Partner

.....

.....

(Name and Address)

(Name and Address)

Ph: no:

Ph no.

Email:

Email:

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

(Seal)

(Seal)

Witness:

1.....(Name & Address)

2.....(Name & Address)





## DETAILS OF PARTICIPATION IN THE JOINT VENTURE/ CONSORITUM PARTNERS

Participation Details	FIRM 'A' (Lead Member)	FIRM 'B' (Member)	FIRM 'C' (Member)
Financial			
Name of the Banker(s)			
Planning			
Key professional /Development Professional			
<b>Execution of Consultancy Services (Give details on contribution of each)</b>			
Design and up to Bid process			
Implementation support			





**RFP PART- II**

**FINANCIAL BID FORMAT**

**PROPOSAL FOR DESIGN, BUILD, OWN, OPERATE AND TRANSFER OF SHE-LOUNGE  
AT 4 LOCATIONS FOR FIVE YEARS IN BAREILLY  
(On the letterhead of the Bidder)**

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

**Sub: Financial Bid for Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly.**

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:** "Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly."
- b) **Location Plan and Specifications:** The location plan and specifications as detailed in bid document and DPR.
- c) **Scope as defined in NIT part I under Section V**

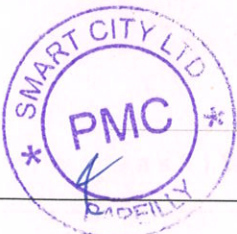
The BSCL reserves the right to increase and decrease the number of locations. The VGF payment shall be adjusted at pro-rata basis for the number of locations.

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 quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

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:

Sr.No.	Item	Amount
1.	Total Construction and Installation Cost of 4 She Lounges. (A)	
2.	Percent VGF required on A (B)	
	<b>VGF Amount (A*B)</b>	

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

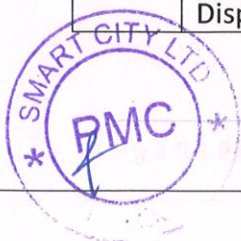




## Project Specifications and indicative Bill of Quantities

### Equipment Specification:

S.No.	Item	Specification	Unit	Qty
1	Sanitary Pads vending machine	<p><b>General:</b> Type of machine: Automatic, Operating features: Coin operated, Multiple coins accepted, Type of loading: Spiral, Maximum Storage Capacity:25-50, Napkin Size for loading : Any size, Napkin Fold: Trifold, Vending option: Horizontal, with Vending Napkin individually packed, Visibility window, Built-in price programming software for changing the price, Napkin Price configurable as per requirement, Napkins availability can be checked using physical inspection windows, Push button is pressed for confirmation, Coin will be accepted inside machine only after confirmation.</p> <p><b>Functional features:</b> Material of the outer body- Mild Steel (MS), All MS parts are duly painted by Powder coating, Operating Power source: Electronic, Input Power supply 220 v +/- 10%, 50Hz, Single Phase AC, Power Consumption: 8W</p> <p><b>Dimensions:</b>  Width (mm):600-800  Depth (mm):100-200  Height (mm):200-500  Weight (kg):10-20  Thickness of SS/MS sheet ( mm ):1.2</p>	Each	4
2	Sanitary Pads incinerator	<p>Wall mountable type, Electronically operated, fully Automatic, Front loading, 2 chambers and trap door, all MS parts powder coated, With Temperature indicator, Timer, Minimum Burning temperature (degree C):800, Burning Capacity per day ( Number of Napkins ):15-50, Burning Capacity at a time (Number of Napkins): 1-15, Power supply 230 v +/-10% 50Hz Single phase AC supply, Electrical Power Consumption(Watt): 500-1000 Machine Width(mm):200-300  Machine Depth (mm):201-300  Machine Hight(mm):200-500  Machine Weight(kg):5-15  Door width(mm):500-100  Door height(mm):50-100  Thickness of door (mm):40 millimetre</p>	Each	4
3	Water Dispenser	<p>1. Flow rate (Litres/hr.):5  Cold water storage capacity (Litres):1 liter</p>	Each	4





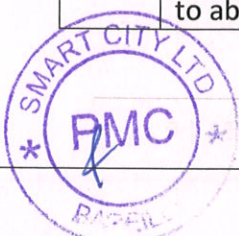
		Cooling capacity ( litres/hr. ):2.5 Hot water storage capacity (Litres):2 liter Heating capacity ( litres/hr. ):5 Power supply (volts):230 Cooling power consumption (Watts):230 Heating power consumption (Watts):86 Energy saving mode: Yes		
4	Power Backup	2. Rating in KVA & Min. VAH Capacity of Battery: 0.8 KVA/3456 VAH Technology : MOSFET-PWM Energy Star Rating : 3 Star Trolley : with trolley Type of Battery: Tubular battery confirming to IS:13369	Each	4
5	TV	32-inch LED TV Full HD resolution 1920 x 1080, with 2x10W speakers	each	4
6	AC	Split AC – 1.5 Ton 5-star AC supply and Installation – Hitachi, Daikin or equivalent with Voltage stabilizer for 1.5 Ton AC(working Range 160V to 270V)	each	4
7	CCTV Camera	H.265 Video Compression with Dual Streaming Wi-Fi AP Mode for offline Access, Internal Antena IR Range up to 10 Mtr. with 6 SMD IR LEDs 2.0 MP Camera with 1920*1080 (Full HD) Resolution SD card up to 128 GB Comes with Adapter, USB cable, Camera mount, Screw set Real time viewing on Smartphone	Each	4
8	Daily Collection Machine	Should be able to generated Scroll Reports Dated- Receipt Wise Total – Receipt Wise Today -Account Wise Total -Account Wise Daily Summary Monthly Summary Duplicate Reports	Each	4





### Civil Construction Item Specification

S.No.	Description of Items	Unit	Qty
	<b>SCHEDULE-1 EARTH WORK</b>		
1	Excavation in foundation in ordinary soil, loame, clay or sand including lift upto 1.5 m and lead upto 30 m including filling watering and rammimg of excavated earth in to the trenches or in to the space between the building \$ the side of foundation trenches or in to the plinth , removal \$ disposal of surplus earth as directed by the engineer in charge upto a distance of 30 m from the foundation trenches . (Excluding royalty)	per cum	25.00
	<b>SCHEDULE-2 CONCRETE WORK</b>		
2	Providing and laying in Cement concrete 1:4:8 (1 Cement: 4 approved Coarse sand: 8 Coarse aggregate) size of aggregate shall be 4cm gauge or as approved including supply of all material labor, T&P etc. required for proper completion of the work.	per cum	3.00
3	RCC work with cement approved coarse sand and 2 cm (3/4") gauge approved stone ballast in the proportion of 1:2:4 in lintels of doors and windows excluding supply of reinforcement and its binding but including its fixing and binding the same with 24 B.W.G.I binding wire and including necessary centering and shuttering etc . and aslo including supply of all materials, labour and T&P etc required for proper completion of the work. binding wire cost being included in the item.		
4	As per the above item but in the proportion of 1:1.5:3	per cum	12.00
	<b>SCHEDULE-3 DAMP PROOF COARSE</b>		
5	Painting in D.P.C with two coats of air blown bitumen 850/50 or 85/25 @ above 1.7 kg/sqm including cost of fuel if any	per sqm	2.00
	<b>SCHEDULE-4 STEEL</b>		
6	Mild steel or iron in plain work such as reinforced concrete or reinforced brickwork ( when not included in an over all rates ) wrought to required shape as necessary inculding bending for proper completion of the work and including supply of all steel and watsage and overlap and hooks .	per qtl	8.40
	<b>SCHEDULE-5 Masonary work</b>		
7	First class brickwork in 1:6 cement and coarse sand mortar in foundation and plinth including supply of all materials, labour and T&P etc. required for proper completion of the work		
8	As per the above item but in the proportion of 1:1.5 cement and coarse sand	per cum	12.00
9	As per the above item but in superstructure, including necessary cutting and moulding of bricks as required and including honey comb brick work, thickness of wall not to be less 1½ bricck thick. Add extra labour to above items	per cum	12.00





10	As per the above item but for wall of half brick (4½") thick. Add for extra item over above item.	per cum	12.00
11	12 mm Thick plaster with kankar lime over brick minimum thickness not to be less than 3/8" (10mm) thick including supply of all materials, labour and T&P etc. required for proper completion of the work		
12	As per above item but with cement and coarse sand mortar(1:6)	per sqm	87.00
13	Add for extra labour and material for plaster over rough face of brick walls	per sqm	21.00
<b>SCHEDULE-6 Painting and Distempering</b>			
14	Providing and applying plaster of paris putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete	per sqm	161.00
15	Applying one coat of cement primer of approved brand and manufacture on wall surface	per sqm	161.00
16	FINISHING WALL WITH ACRYLIC SMOOTH EXTERIOR PAINT OF REQUIRED SHADE:-		
17	new york ( Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint @ 2.20 kg/10 sqm.	per sqm	161.00
<b>SCHEDULE-7 Flooring</b>			
18	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete.		
19	Size of Tile 600x600 mm	per sqm	17.54
20	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete	per sqm	32.4
21	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I.channels 45x15x0.9 mm running at the spacing of 1200		



	mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25 mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound, jointing tapes, finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting sqm		
22	12.5 mm thick tapered edge Glass Reinforced Gypsum (GRG) board conforming to IS: 2095- (Part 3) : 1996 (Board with BIS certification marks	sqm	17.54
	<b>SCHEDULE-10 DOOR WINDOW</b>		
23	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)		
24	Powder coated aluminium (minimum thickness of powder coating 50 micron)	KG	21.70
25	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):		
26	With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm)	sqm	0.72
26	Providing and fixing factory made 30 mm thick door shutter made of solid PVC foam profile. The styles & rails shall be of size 75 mm x 30 mm having wall thickness 5 mm. The styles, top & bottom rails shall have one side wall thickness of 15 mm integrally extruded on the hinge side of the profile for better screw holding power. The styles and rails shall		



	be reinforced with M.S. tubes of size 33 mm x 17 mm x 1 mm, painted with primer, all four corners of reinforcement to be welded or sealed. Solid PVC extruded bidding (push fit type) will be set inside the styles and the rails with a cavity, to receive single piece extruded 5mm PVC sheet as panel. The styles and rails will be mitred cut and joint with the help of PVC solvent cement & self driven self tapping screws. Single piece extruded solid PVC lock rail of size 100 mm x 30 mm with wall thickness 5 mm & 15 mm integrally extruded in the middle of the lock rail & fixed with styles with the help of PVC solvent cement & self driven self tapping screws of size 100mm x 8 mm complete as per manufacturer's specifications and direction of Engineer-in-charge		
27	Non decorative finish	sqm	5.04
28	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & double action hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc. to be paid separately).	sqm	3.78
29	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge		
30	With stainless steel cover plate minimum 1.25 mm thickness	each	2.00
31	stainless steel tube handle H type 450mm long	each	2.00
	<b>STRUCTURE GLAZING</b>		
32	Designing, fabricating, testing, protection, installing and fixing in position semi (grid) unitized system of structural glazing (with open joints) for linear as well as curvilinear portions of the building for all heights and all levels, including:		
a	Structural analysis & design and preparation of shop drawings for the specified design loads conforming to IS 875 part III (the system must passed the proof test at 1.5 times design wind pressure without any failure), including functional design of the aluminum sections for fixing glazing panels of various thicknesses, aluminium cleats, sleeves and splice plates etc. gaskets, screws, toggles, nuts, bolts, clamps etc., structural and weather silicone sealants, flashings, fire stop (barrier)-cum-smoke seals, microwave cured EPDM gaskets for water tightness,		



	pressure equalisation & drainage and protection against fire hazard including:		
b	Fabricating and supplying serrated M.S. hot dip galvanised / Aluminium alloy of 6005 T5 brackets of required sizes, sections and profiles etc. to accommodate 3 Dimensional movement for achieving perfect verticality and fixing structural glazing system rigidly to the RCC/ masonry/structural steel framework of building structure using stainless steel anchor fasteners/ bolts, nylon separator to prevent bimetallic contacts with nuts and washers etc. of stainless steel grade 316, of the required capacity and in required numbers		
c	Providing and filling, two part pump filled, structural silicone sealant and one part weather silicone sealant compatible with the structural silicone sealant of required bite size in a clean and controlled factory / work shop environment, including double sided spacer tape, setting blocks and backer rod, all of approved grade, brand and manufacture, as per the approved sealant design, within and all around the perimeter for holding glass.		
d	Providing and fixing in position flashings of solid aluminium sheet 1 mm thick and of sizes, shapes and profiles, as required as per the site conditions, to seal the gap between the building structure and all its interfaces with curtain glazing to make it watertight.		
e	Making provision for drainage of moisture/ water that enters the curtain glazing system to make it watertight, by incorporating principles of pressure equalization, providing suitable gutter profiles at bottom (if required), making necessary holes of required sizes and of required numbers etc. complete. This item includes cost of all inputs of designing, labour for fabricating and installation of aluminum grid, installation of glazed units, T&P, scaffolding and other incidental charges including wastages etc., enabling temporary structures and services, cranes or cradles etc. as described above and as specified. The item includes the cost of getting all the structural and functional design including shop drawings checked by a structural designer, dully approved by Engineer-in-charge. The item also includes the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working structural glazing as specified, cleaning and protection till the handing over of the building for occupation. In the end, the Contractor shall provide a water tight structural glazing having all the performance characteristics etc. all complete as required, as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Engineer- in-Charge.	sqm	28.00





33	<p>Providing, assembling and supplying vision glass panels (IGUs) comprising of hermetically-sealed 6-12- 6 mm insulated glass (double glazed) vision panel units of size and shape as required and specified, comprising of an outer heat strengthened float glass 6mm thick, of approved colour and shade with reflective soft coating on surface #2 of approved colour and shade, an inner Heat strengthened clear float glass 6mm thick, spacer tube 12mm wide, dessicants, including primary seal and secondary seal (structural silicone sealant) etc.all complete for the required performances, as per the Architectural drawings, as per the approved shop drawings, as specified and as directed by the Engineer-in-Charge. The IGUs shall be assembled in the factory/ workshop of the glassprocessor.”(Payment for fixing of IGU Panels in the curtain glazing is included in cost of item No.26.2)“For payment, only the actual area of glass on face # 1 of the glass panels (excluding the areas of the grooves and weather silicone sealant) provided and fixed in position, shall be measured in sqm.”</p> <p>(i) Coloured tinted float glass 6mm thick substrate with reflective soft coating on face # 2, + 12mm Airgap + 6mm Heat Strengthened clear Glass of approved make having properties as visible Light transmittance (VLT) of 25 to 35 %, Light reflection internal 10 to 15%, light reflection external 10 to 20 %, shading coefficient(0.25- 0.28) and U value of 3.0 to 3.3 W/m2 degree K etc. The properties of performance glass shall be decided by technical sanctioning authority as per the siterequirement</p>	sqm	28.00
34	Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building, for all heights and all levels etc. including:		
35	(a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design.		
36	(b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and Code Description shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc.		



37	(c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing The item includes cost of all material & labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. Base frame work for ACP cladding is payable under the relevant aluminium item.s The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete , as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Engineer-in-Charge. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminum Composite Panel Cladding (including width of groove) shall be measured in sqm. up to two decimal places	sqm	7
38	Supplying and fixing rolling shutters of approved make, of 80x125 mm gauge cold roled M.S. laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operations complete but escluding top cover	SQM	17.4
39	Provideing and fixing 27.5 cm long wire spring grade no 2 for rolling shutters	each	2
40	Providing and fixing top cover for rolling shutter - 18 gauge	RM	5.8
41	Providing and fixing ball bearing for rolling shutters.	each	4
42	Supply and fixing of fire extinguisher, ABC Type 4.00 kg. capacity (ISI Marked IS : 15683 & TAC approved) complete with initial charge and wall bracket, along with supply of all materials and labour for proper completion of work	nos	2



## Plumbing Specification

Table Plumbing Cost Specification

S.NO	Description	Unit	Quantity
1	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :		
2	W.C. pan with ISI marked white solid plastic seat and lid	nos	1
3	Providing and fixing white vitreous china wash basin including making all connections but excluding the cost of fittings:		
4	Flat back wash basin of size 630x450 mm	nos	1.00
5	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete		
6	40mm dia (flexible pipe)	Nos	1
7	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	each	2.00
8			
9	Providing and fixing toilet paper holder:		
10	C.P. brass	each	1.00
11	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	per ltr.	500.00
12	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms		
13	15 mm nominal bore	each	1.00
14	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.		
15	15mm nominal bore	each	1.00
16			
17	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931		
18	15mm dia, nominal bore	each	1.00
19			



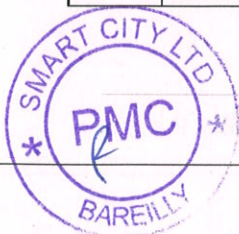


20	Providing, laying and jointing glazed stoneware pipes class SP-1 with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete :		
21	100mm diameter	RM	50.00
22	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, i/c making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall :		
23	15 mm dia nominal bore	RM	20.00
24	Providing and fixing chlorinated Polyvinyl chloride (CPVC) pipes, having thermal stability for hot & cold-water supply including all CPVC plain & brass threaded fittings i/c fixing the pipe with clamps at 1.0m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge.		
25	Concealed work including cutting chases and making good the walls etc.		
26	20mm nominal bore	RM	30.00
27	Providing and fixing brass stop cock of approved quality		
28	15mm nominal bore	nos	1.00
29	20mm nominal bore	nos	1.00

### Electrical Specification

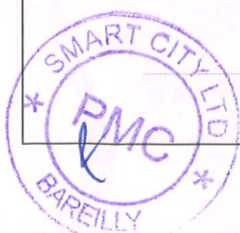
Table: Electrical Specification:

S.NO.	Description	Unit	Qty
1	Wiring point for fan / fesh air fan (light duty exhaust fan) with FRLSH PVC conduit with 1.5 sq.mm insulated multistrand single core copper conductor cable as earthwire drawn inside the conduit, complete with 14 SWG copper earth continuity wire, piano type switch & ceiling rose on 3 mm thick phenolic laminated bakelite sheet etc complete in all respect, including matching colour	each	1
2	Wiring point for light with PVC conduit with 1.5 sq. mm.FRLSH PVC insulated multistrand single core copper conductor cable as earthwire drawn inside the conduit., complete with 14 SWG copper earth continuity wire, piano type switch & ceiling rose/angle/batten holder on 3 mm thick phenolic laminated bakelite sheet etc., complete in all respect, as directed including matching colour.	each	6
3	Add for light / fan points with modular type switch in place of piano type switch.	each	7
4	Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit alongwith 1 No. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	meter	50





5	Supply and fixing of power plug with 15A/250 volt flush type switch and 5 pin 15A/250V flush type universal socket in suitable M.S. box of 175mm x 100mm x 50mm size with phenolic laminated bakelite sheet cover 3mm thick fixed with brass machine screw and cup washer	each	4
6	Add for plug point with modular switch & socket in place of piano type switch & socket.	each	4
7	3 pin 5/6 A socket outlet	Each	4
8	Supply and fixing of electronic fan regulator( Modular) 120-280 V. ISI marked, on the existing switch board including making connections, required material, labour T&P etc. for proper completion of work to the satisfaction of Engineer in charge of work.	each	1
9	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	5
10	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. as required		
	3 Module (100 mmX75 mm)	Each	5
11	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.		
	5Module	Each	5
12	Erection and testing of ceiling fan and regulator for room height upto 3.5 metres including supply of 3mm thick G.I.Pipe19mm dia. Duly painted, complete in all respect.	Each	1
13	Supply and fixing of fan hook fabricated from M.S. rod for ceiling fan each.	Each	1
15	Supply of CEILING fan	Each	1
16	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.		
	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Metre	30
17	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/ recessed Steel/ PVC conduit as required.		
	3 run of cable	Metre	20
	<b>CHAPTER-2-MCCB, MCB &amp; DB'S</b>		
18	Providing and fixing following rating and breaking capacity and pole MCCB with THERMOMAGNETIC RELEASE AND TERMINAL spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.		
	100 A,30KA,FPMCCB	Each	1





19	Supplying and fixing following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required but without MCB/RCCB/Isolator)		
	4 way (4 + 12), Double door	Each	1
20	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	Single pole	Each	1
	Triple pole	Each	1
21	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.	Each	1
22	Supply and fixing of 36 Watt to 46 Watt above 3300 leumin indoor Recess mounting LED Square Fitting for Armstrong Ceiling having Powder coated die cast aluminium housing body with extended heat sink and diffuser of Special Polycarbonate meterial and driver set complete in all respect.		
	CAT-AA	Each	2
22	Supply & Fixing of 20 Watt LED Surface Mounting Luminaire with PC Housing and opal finish cover confirming to IP 65 Complete in all respect. CAT AAA	Each	4

**Quoted Amount = Rs (Amount to be filled in Financial Bid)**

Total sum of (In Figures as in C) ₹ **(Amount to be filled in Financial Bid)** (In Words)

**Rupees (Amount to be filled in Financial Bid)**

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 .....

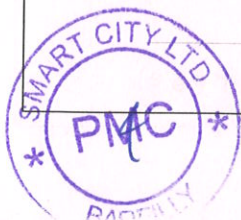
Witness: .....

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





### Letter of Intent

To,  
XXXXXXXXXX,  
XXXXXX ,

Ph: .....

**Subject:** - Letter of Intent (LOI) for "Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly".

**Tender ID:** 2020\_.....\_.....\_..

Dear Sir,

We refer to the tender published on XX/XX/2020 on e-tender website and technical bid opened on XX/XX/2020 in response to the invitation for Bids for "**Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly**"

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

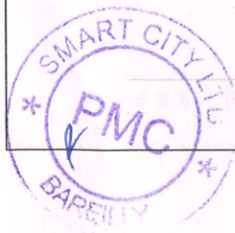
You have been selected as the Preferred Bidder for the captioned project at the Construction Cost of **Rs. X/-** [IN WORDS] (hereinafter referred to as the "**Contract Price**") and maximum VGF of **Rs. Y** [IN WORDS]

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. **Rs X/-**. 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. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400.**

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 ....., 2019 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 "**Design, Build, Own, Operate and Transfer of She-Lounge at 4 locations for five years in Bareilly**" (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) 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. ..../- (Rupees .....only) 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 60 (Sixty) months from the date of Commissioning 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. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400 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.

