

REQUEST FOR PROPOSAL

Name of the Work: “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581-25510074

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Smart City

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



Ref No:-BSCL/2020-21/ 320

Date:- 11/06/2020

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 | Supply of Skid Loaders for Transfer Stations at Bareilly | 2 Lakhs | 11800 | 3 months | 17.06.2020 |
| 02 | Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance | 60 Lakhs | 29500 | 18 months | 17.06.2020 |
| 03 | Installation of Contactless Hand Washing Station in Bareilly under Bareilly Smart City with One-year Defect Liability Period. | 25000 | 1180 | 3 months | 17.06.2020 |

| | |
|----|--|
| 1. | Detailed NIT and Bid Document shall be available on: - https://etender.up.nic.in and http://www.nagarnigambareilly.com |
| 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: ceo.bscl01@gmail.com |

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

- सम्पादक, Times of India (All Edition), Hindustan Times (All Edition), Amar Ujala (local edition) को इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी00पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल मुगतान 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 Office
Bareilly Smart City Limited, Barei

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)

Letter no. BSCL/2020-21/320

Dt.11/06/2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Item rate bid 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 through RTGS/NEFT/ in above mentioned account number of said amount or through BANK Guarantee from Nationalized Bank in favour of "Chief Executive Officer, Bareilly Smart City Limited, Bareilly" . The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrolment (Digital Signature Certificate) under re-procurement process of Govt. of Uttar Pradesh in required class/ category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: -0581-25510074)

| S.No. | Name of the Work | Earnest Money Deposit (Rs.) | Tender fee with GST @ 18% | Work completion Period |
|-------|---|-----------------------------|---------------------------|------------------------|
| 1. | Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance | 60 Lakhs | 29500 | 18 Months |

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 Contractor 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 work. 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 maybe, 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.**

Introduction

1.1. City Background

Bareilly is a city in North India and is classified as Class I town¹. It is the centre for the manufacturing of furniture and for trade in cotton, cereal and sugar. The city is also a manufacturing and export centre for number of handicrafts items such as Zari-Zardosi, Manjha, Soorma etc.

The city is also called Zari Nagari, as it is famous for the glitzy embroidery work done on clothes (zari). Some other crafts popular to Bareilly include Jhumka, intricate ear-rings which are bell-shaped and a must in every Indian woman's trousseau, Surma, the eye liner which cools and soothes the eyes, providing relief from eye-stress apart from imparting color and Luddhi Manjha, the glass powder coated kite-flying and fighting string. This manjha thrives on a secret recipe of rice, adhesive and glass, only known to the natives who have been working on this for years. The city has always been one of the major contributors of the business in terms of such handicrafts, which is now declining with time because of the kind of support structure for the artisans and Infrastructure provision.

1.2. Physical Characteristics of Bareilly

1.2.1. Location

Bareilly is located at 28°10'N latitude and 78°23'E longitude and lies in northern India. On its eastern border are Pilibhit and Shahjahanpur and Rampur on the west, Udham Singh Nagar (Uttarakhand) in North and Badaun in South. It is level terrain, watered by many streams and generally slopes towards the south.

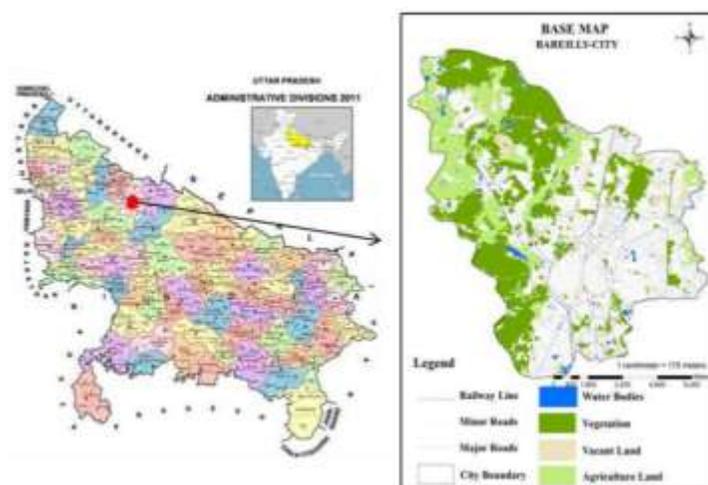


Figure 1: Map of Uttar Pradesh with Bareilly

1.2.2. Topography

Bareilly district forms a part of the Gangetic plains lies on fairly compact tract of gently undulating land. Bareilly city is part of Rohilkhand region and also capital during ancient period. The Alluvial soil is fertile and highly cultivated, groves of trees abound and the villages are prosperous for cultivation. The river Sarda or Gogra forms the eastern boundary and is the principal stream. Next in importance is the Ramganga, which receives as its tributaries most of the hill torrents of the Kumaon mountains. The Deoha is another drainage artery and receives many minor streams.

1.2.3. Climate and Rainfall

The climate of Bareilly is tropical extreme with very hot summers with temperatures rising beyond 31.6° C, and cold winters with temperature dipping to 18.9° C. The average rainfall is 1093 mm, received mostly during the monsoons from July to September. Bareilly is known to have moderate climate. The city lies entirely in the Ganges plains. The low-lying Ganges plains provide fertile alluvial soil suitable for agriculture. However, these lower parts of plains are prone to recurrent floods. Bareilly lies on the bank of river Ramganga and the lower Himalayan range is just 40 km from the river and it lies in north of it.

1.2.4. Regional Setting & Connectivity

Bareilly is 4th largest city standing on river Ramganga and it is capital of Rohilkhand division. The city population in 2011 was 8,98,167. Geographically it forms the gateway to enter Uttarakhand state. The main "Inter-city Satellite Bus Stand" is located just outside the city on the intersection of National Highway 24 and Pilibhit Bypass Road. NH 24 connects Bareilly to Lucknow on one side and New Delhi to another side. Bareilly was a prominent railway junction during the 20th century; it connects the city to the rest of the country. Six railway tracks intersect in the city.

1.3. Smart City Mission

New Bareilly's vision addresses real-world issues and challenges citizens and city are facing. Specifically, it considers how emerging transportation data, technologies, and applications can be integrated with existing systems across a city. Objectives of Bareilly smart city includes economic development, Safety, Mobility, Enhancing environment and Community Development.

With a vision of developing Bareilly, various green spaces like parks, open area and water bodies have been proposed that will improve city's green cover and provide recreational space for Bareilly.

1.4. Environment Friendly City

With a vision of developing Bareilly various green spaces like parks, open area and water bodies have been proposed to be developed that will improve city's green cover and qualities of the water bodies and provide recreational space for Bareilly. Become more aware of resources and reduce the use of fossil fuel-based products. The rejuvenation plan for the lake is planning to restore the natural ambience of the lake as well as making it an attractive tourist spot which could become as spill over spaces for the city in the next few years.

Smart approach here is also to envision to increase the revenue of the government land by utilizing the property and adding features so that the authority can utilize its land which is being used illegally or which is not generating any income for them.

1.5. Project Profile

BSCL has planned to take up Internal road development project as a subdivision of major road development project under the project Integrated Urban Infrastructure where all the internal roads of ABD area (Approx. 18 Kms) are to be retrofitted with improvement in the storm water drainage, wherever required, street lighting and wayfinding along with footpath area and develop the facilities along roadside for pedestrians. All the roads will be provided with better pedestrian pavements, street furniture elements along with ambient lighting feature for the people.

The design of a road affects how successful it is in affecting the urban character of a neighborhood and influence how people use the street and interact with each other on it. The quality of a street and its connections can

affect whether people choose to walk or cycle, or take the public transport. It can affect whether people feel safe. Thus the character of the roads in Bareilly needs to be developed in such a way so that along with the functions which it has to perform, other purposes could also be served such as creating interactive neighborhood etc.

1.6.PROJECT SITE:

The ABD is divided into further zones. Zones ease the process of identifying the location and neighbourhood of any road. Every zone will have fixed number of roads; hence the estimate of each zone can be freezed before compiling the whole estimate.

- Zone-1:Naumahalla
- Zone-2: Siklapur
- Zone-3: Issai ki Pulia
- Zone-4: Rampur Gardens
- Zone-5: Kutchery
- Zone-6: Civil Lines

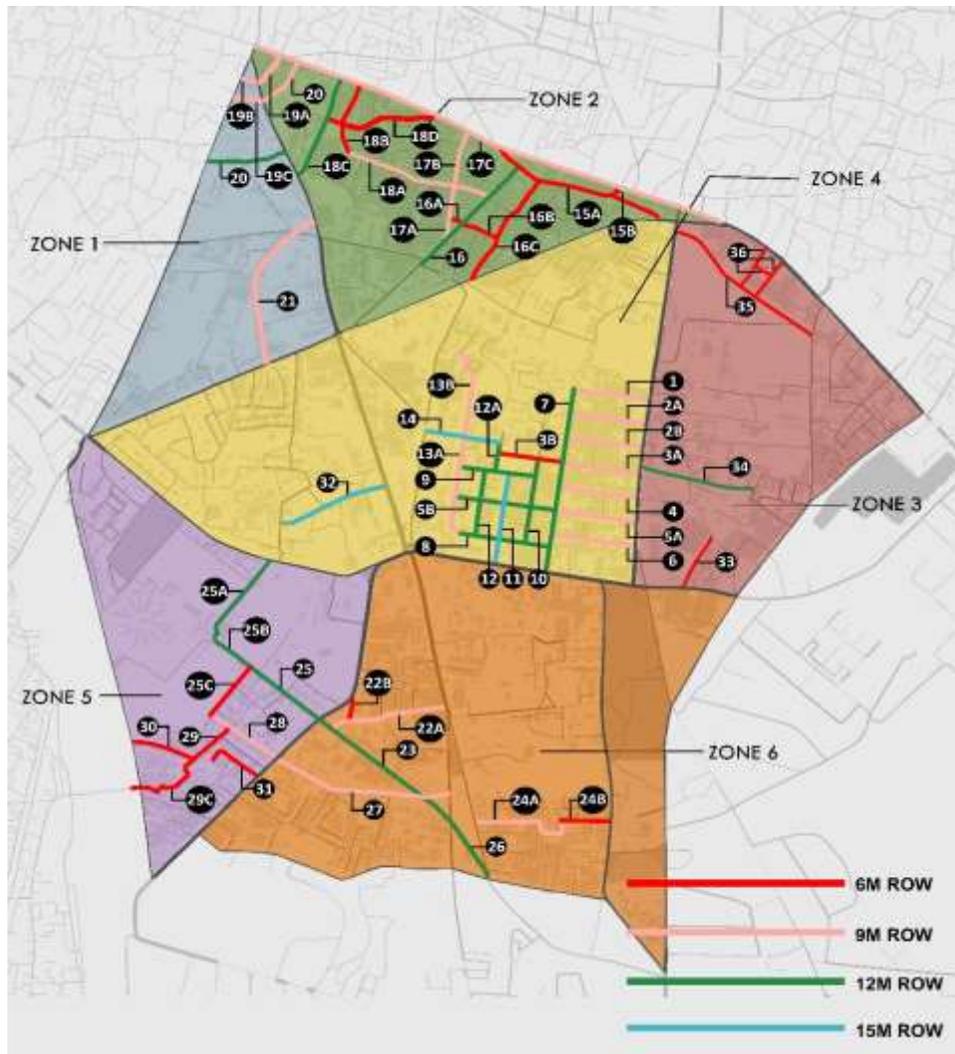


Figure 2 Zoning of the entire Area

1.6.1. PROJECT OBJECTIVES:

The Main objectives are described below for the internal Road development project of the ABD area in Bareilly city:

- Pedestrian Friendly Pathways,
- Improve carriageway conditions and drainage,
- Developed Facilities in entire ABD area along the roads

1.6.2. Road Nomenclature

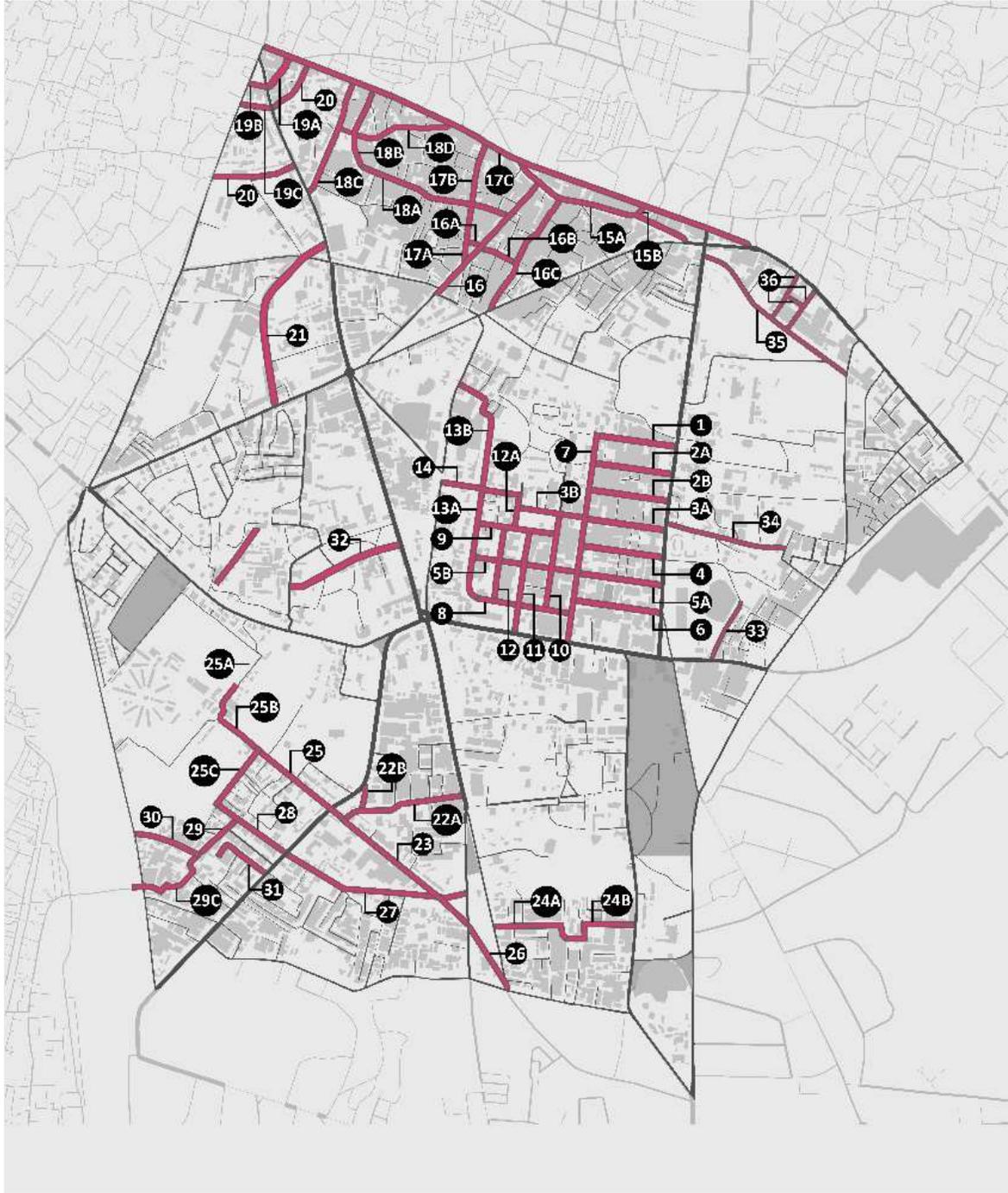
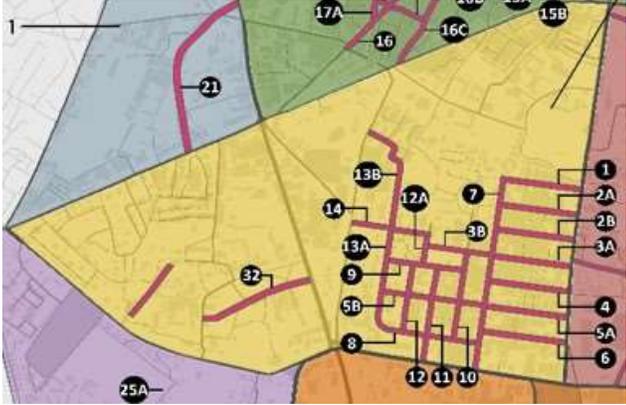
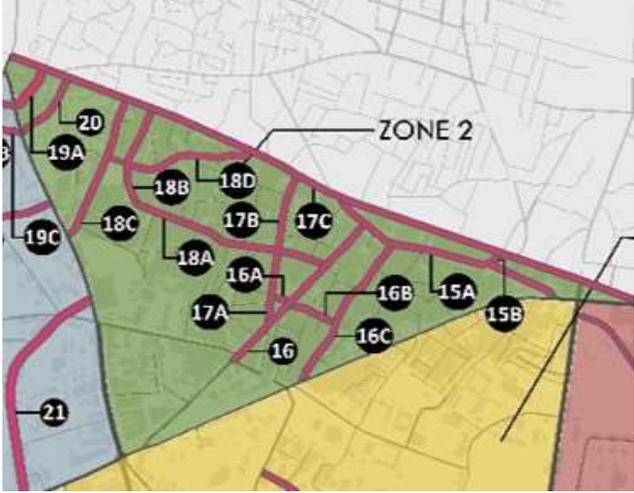
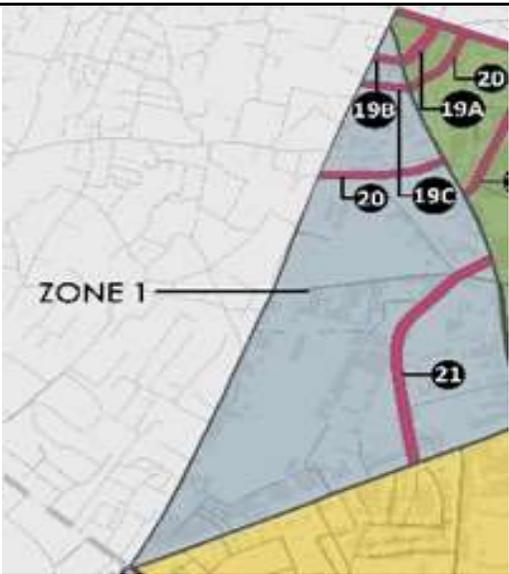
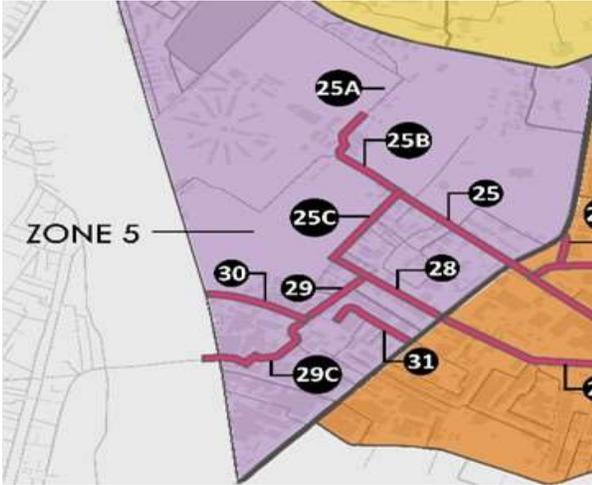


Figure 3 Listing of roads and Nomenclature

The list of the roads selected for the project and their distance is as given below:

Table 1 List Of Roads

| SL NO | ROAD NO | ZONE | LENGTH in km | ROW |
|-------|----------|--|--|------|
| 1 | ROAD 1 |  | 0.23 | 9 |
| 2 | ROAD -2a | | 0.23 | 9 |
| 3 | ROAD -2b | | 0.23 | 9 |
| 4 | ROAD -3a | | 0.24 | 9 |
| 5 | ROAD 3b | | 0.35 | 6 |
| 6 | ROAD 4 | | 0.24 | 9 |
| 7 | ROAD 5a | | 0.26 | 9 |
| 8 | ROAD 5b | | 0.24 | 12 |
| 9 | ROAD 6 | | 0.26 | 9 |
| 10 | ROAD 7 | | 0.6 | 12 |
| 11 | ROAD 8 | | 0.28 | 12 |
| 12 | ROAD 9 | | 0.25 | 12 |
| 13 | ROAD 10 | | 0.3 | 12 |
| 14 | ROAD 11 | | 0.22 | 15 |
| 15 | ROAD 12 | | 0.23 | 12 |
| 16 | ROAD 12a | | 0.09 | 12 |
| 17 | ROAD 13a | | 0.35 | 15 |
| 18 | ROAD 13b | | 0.35 | 30 |
| 19 | ROAD 14 | | 0.12 | 18 |
| 20 | ROAD 32 | | 0.3 | 15 |
| 21 | ROAD 15A | |  | 0.55 |
| 22 | ROAD 15B | 0.07 | | 12 |
| 23 | ROAD 16 | 0.45 | | 15 |
| 24 | ROAD 16A | 0.02 | | 15 |
| 25 | ROAD 16B | 0.11 | | 12 |
| 26 | ROAD 16C | 0.41 | | 15 |
| 27 | ROAD 17A | 0.16 | | 15 |
| 28 | ROAD 17B | 0.2 | | 15 |
| 29 | ROAD 17C | 1.61 | | 9 |
| 30 | ROAD 18A | 0.45 | | 9 |
| 31 | ROAD 18B | 0.3 | | 6 |
| 32 | ROAD 18C | 0.41 | | 12 |
| 33 | ROAD 18D | 0.4 | | 6 |
| 34 | ROAD 19 | 0.11 | | 9 |
| 35 | ROAD 19A | 0.18 | | 9 |

| | | | | | |
|----|----------|--|--------|------|----|
| 36 | ROAD 20 |  | Zone 1 | 0.23 | 12 |
| 37 | ROAD 21 | | | 0.55 | 9 |
| 38 | ROAD 19B | | | 0.08 | 9 |
| 39 | ROAD 19C | | | 0.08 | 9 |
| 40 | ROAD 25 |  | Zone 5 | 0.8 | 12 |
| 41 | ROAD 25A | | | 0.22 | 12 |
| 42 | ROAD 25B | | | 0.11 | 12 |
| 43 | ROAD 25C | | | 0.3 | 6 |
| 44 | ROAD 28 | | | 0.15 | 9 |
| 45 | ROAD 29 | | | 0.15 | 6 |
| 46 | ROAD 29A | | | 0.2 | 6 |
| 47 | ROAD 30 | | | 0.21 | 6 |
| 48 | ROAD 31 | | | 0.2 | 9 |
| 49 | ROAD 22A |  | Zone 6 | 0.45 | 9 |
| 50 | ROAD 22B | | | 0.1 | 15 |
| 51 | ROAD 23 | | | 0.51 | 12 |
| 52 | ROAD 24A | | | 0.15 | 9 |
| 53 | ROAD 24B | | | 0.27 | 6 |
| 54 | ROAD 26 | | | 0.2 | 12 |
| 55 | ROAD 27 | | | 0.55 | 9 |

| | | | | | |
|----------------------|---------|--|--------|--------------|--------------|
| 56 | ROAD 33 | | Zone 3 | 0.09 | 6 |
| 57 | ROAD 34 | | | 0.3 | 12 |
| 58 | ROAD 35 | | | 0.95 | 6 |
| 59 | ROAD 36 | | | 0.26 | 6 |
| Total Stretch | | | | 17.91 | TOTAL |

1.6.3. Right Of Way Variation

The road stretch of 17.91 Km has been surveyed and it has been found that the right of way varies from 6 m to 15m at different sections and thus in order to bring an order in the proposal, all the roads have been classified in the category of 6m, 9m, 12m and 15m road stretches. Understanding right of way is very important along with the functions on each road.

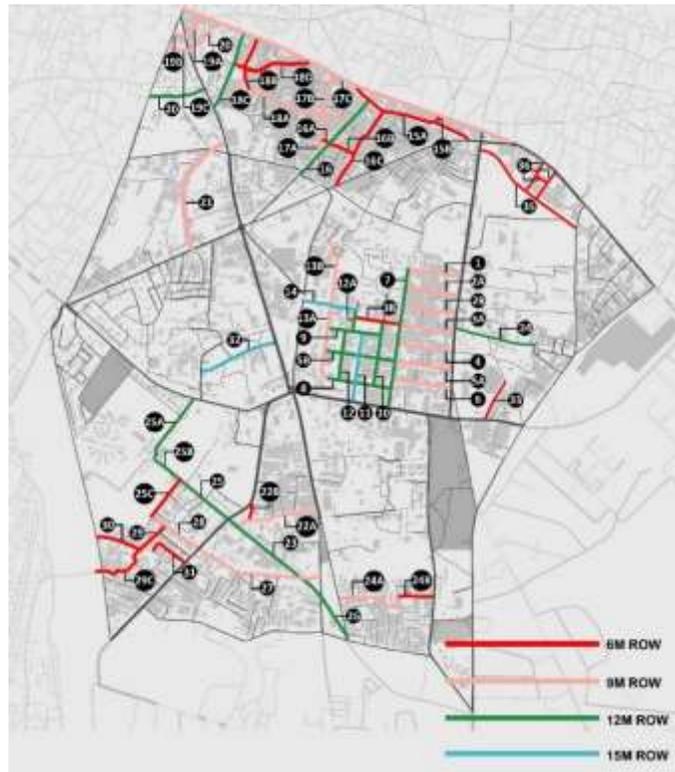


Figure 4 ROW Depiction

RFP Format

The intent of this RFP is to invite bids from the Bidders for “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance” under Implementation of the Smart City Mission in Bareilly. The Request for Proposal (RFP) consists of three volumes viz.

RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.

RFP Volume 2: Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements along with the Schematic Tender Drawing set.

RFP Volume 3: Conditions of Contract and Contract Forms

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

REQUEST FOR PROPOSAL

Name of the Work: “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”

Volume 1: Instruction to Bidders



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

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SECTION 1

1.1 Fact Sheet

This RFP is meant for the exclusive purpose of submitting the e-bid in accordance with the terms and conditions specified herein and this RFP shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued

| Sr. No. | Item | Description |
|---------|--|---|
| 1. | Method of Selection | The method of selection is Item Rate (lowest rate L1 bidder) |
| 2. | Availability of RFP Documents | Download from www.etender.up.nic.in |
| 3. | Date/Time of RFP Issuance | 17/06/2020, 11:00AM |
| 4. | Bid Processing fee (Non-refundable and Not - exempted) | Indian Rupees 29,500/- (Indian Rupees Twenty Nine Thousand Five Hundred only) shall be paid via online transfer in favor of the " Chief Executive Officer, Bareilly Smart City Limited ". |
| 5. | Earnest Money Deposit (EMD) | Indian Rupees 60,00,000 (Indian Rupees Sixty Lakhs only) shall be paid via online transfer or Bank Guarantee from Nationalized Bank in favor of the " Chief Executive Officer, Bareilly Smart City Limited ". |
| 6. | Last date and time for Submission of Pre-Bid Queries | 25/06/2020, 11:00 AM |
| 7. | Date of Pre-Bid Meeting | 25/06/2020, 11:00 AM |
| 8. | Posting of responses to queries (on Email) | Respective bidder's e-mail ID's |
| 9. | Last Date and time for Bid submission (On or before) | 07/07/2020, 3:00 PM |
| 10. | Date, time for opening of Pre-Qualification Bids | 08/07/2020 11:00 AM |
| 11. | Date, Time for opening of Financial Bids | To Be notified |
| 12. | Bid validity | Bid must remain valid up to 120 (One Hundred & Twenty) days from the actual date of submission of the Bid. |
| 13. | Project Duration | 18 Months |
| 14. | Currency | Indian Rupees (INR) only |
| 15. | Bareilly Smart City Limited Bank Account Details | Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400 |
| 16. | Name and Address for Correspondence | Chief Executive Officer Bareilly Smart City Limited (BSCL), Bareilly Municipal Corporation, Bareilly, Electronic mail address: ceo.bscl01@gmail.com Ph: 0581 - 25510074, M: 7055519602 |

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

Definitions and Acronyms

| Terms | Meaning |
|--|--|
| ABD | Area Based Development |
| BIS | Bureau of Indian Standards |
| BOM | Bill of Material |
| BOQ | Bill of Quantities |
| BS | Bid Security |
| CEO | Chief Executive Officer |
| CVg /CV | Curriculum Vitae |
| Online Transfer | RTGS/ NEFT Bank Transfer |
| EMD | Earnest Money Deposit |
| GCC | General Conditions of Contract |
| GoUP | Government of Uttar Pradesh |
| Goi | Government of India |
| HOD | Head of Department |
| INR | Indian Rupee |
| LoA | Letter of Acceptance |
| BMC | Bareilly Municipal Corporation |
| NIT | Notice Inviting Tender |
| OEM | Original Equipment Manufacture |
| O&M | Operations & Maintenance |
| PBG | Performance Bank Guarantee / Performance |
| PCC | Particular Conditions of Contract |
| PDD | Proposal Due Date |
| PoC | Proof of Concept |
| PQ | Pre-Qualification |
| RFP | Request for Proposal |
| SCP | Smart City Proposal |
| SOP | Standard Operating Procedures |
| SPV | Special Purpose Vehicle |
| Supplier/ Implementing Agency / Contractor | Successful Bidder |
| TEC | Technical Evaluation Committee |
| TOR | Terms of Reference |
| TQ | Technical Qualification |
| UAT | User Acceptance Testing |
| BG | Bank Guarantee |

"Appointed Day" means the date of signing of this Agreement by the Parties.

"Authority / Client / Employer/ BSCL" shall mean Bareilly Smart City Limited.

"Bidder" means a single entity submitting the proposals in response to this RFP.

"Bid Security" shall mean the Security furnished by the Bidder.

"City" means the city of Bareilly

"Contractor / Implementing Agency / Supplier" shall mean the Selected Bidder which enters into the Contract Agreement with Authority pursuant to issuance the LOA.

"Contract Agreement" shall mean the agreement entered between the Authority and the Contractor pursuant to this RFP.

"Contract Period" is as defined in Fact Sheet of this RFP.

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in the Contract Agreement.

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project.

"Letter of Acceptance" or "LOA" means the letter issued by the Authority to the Selected Bidder whose Bid has been accepted by Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Contract Agreement.

"BMC" mean Bareilly Municipal Corporation.

"BSCL" mean Bareilly Smart City Limited.

"Liquidated Damage" shall mean any loss/losses caused or sustained by BSCL, Authority due to non-performance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the BSCL / BMC, Authority as per the terms and conditions of Contract Agreement

"Local Authority" shall mean Bareilly Smart City Limited ("BSCL"). "Municipal Authority" shall mean Bareilly Municipal Corporation ("BMC").

" Maintenance" means the maintenance of the Project and includes all matters connected with or incidental to such maintenance, provision of services and facilities in accordance with the provisions of this RFP and Contract Agreement;

" Maintenance Period" means the period commencing from the date of signing of the Contract Agreement and ending on the last day of the Contract Period unless terminated earlier.

"Parties" means the parties to the Contract Agreement collectively and "Party" shall mean any of the parties to the Contract Agreement individually;

"Performance Security" means the guarantee for performance of its obligations to be procured by the Contractor in accordance with the Contract Agreement.

"Project" means all the activities envisaged to be carried out under this RFP;

"Request for Proposal" or **"RFP"** means invitation of bids setting forth technical and commercial terms and conditions, of the bid and includes this document, the Contract Agreement and all the Annexure and appendices attached to RFP and addendums issued by BSCL

"Service provider" means authorities who provide services like water, sewerage, electricity, telephone, roads, drainage etc.

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority;

"Selected Bidder" shall mean the Bidder to whom the LOA has been issued.

"Taxes" means any Indian Taxes including Service Tax, Excise duties, Customs duties, GST, Sales tax, Local taxes, Cess and any impost or Surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality or Municipal Authority or Bareilly Smart City Limited but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever

"Termination" means termination of this Contract Agreement pursuant to Termination Notice in accordance with the provisions of the Contract Agreement but shall not, unless the context otherwise requires, include the expiry of the Contract Agreement due to efflux of time in the normal course.

"Govt." or Govt. of Uttar Pradesh OR Urban local development 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.

After the tender contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "contractor" is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency,

The words Contract/Agreement, agreement appearing in this RFP shall mean agreement.

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.

Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.

"Last three financial years" means 2016-17, 2017-18 and 2018-19.

Similar work shall mean "Experience in the following categories:

Construction works of Private / Public road construction which is composite of the Civil Works and all the associated works for the road development.

Section 2- Instruction to Bidders

2.1.Preamble:

This Volume of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the BSCL. It also provides information on bid submission, opening and, on contract award. Further in all matters arising out of the provisions of Volume of I, II and III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Bareilly shall have exclusive jurisdiction.

2.2. Background

- a) The Bareilly Smart City Limited (the “Authority / Client / Employer / BSCL”) is engaged in the implementation of the Smart City Mission projects in Bareilly and as part of this endeavour, the Authority has decided to undertake to construction of **“Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”** (the “Project”) and has, therefore, decided to carry out the bidding process for selection of an entity as the bidder to whom the Project may be awarded.
- b) The selected Bidder (the “Contractor/ Implementing Agency”) shall be responsible for construction of the Project under and in accordance with the provisions of an item rate contract (the “Contract”) to be entered into between the Implementing Agency and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Implementing Agency shall also be responsible for maintenance of the project during the maintenance period and liable for rectification and change any defect or deficiency in the Project after completion of the Construction Period.
- c) The “Contract” shall mean and include the general conditions, specification, schedules, drawings, form of Bid, covering letter, schedule of prices, or the final general conditions, any special conditions applying to the particular contract specification and drawings and the agreement to be entered into [A formal agreement shall be entered into between the bidder and the Authority for the proper fulfilment of the contract] of these general conditions, all of which must be accepted under the signatures and stamp of the bidder in order to construe the same within the meaning of Contract.
- d) The Agreement sets forth the detailed terms and conditions for award of the project to the Implementing Agency, including the scope of the Implementing Agency’s services and obligations.
- e) The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Implementing Agency set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- f) The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Important Dates / Fact Sheet for submission of BIDs (the “BID Due Date”).

- g) "Works" shall mean and include project and materials to be provided and work to be done by the bidder under the contract.
- h) Tech "Specification" shall mean the specification annexed to these general conditions and the schedules there to (if any).
- i) "Commercial use" shall mean that use of the work, which the contract contemplates or of which it is to be commercially capable.
- j) "Month" shall mean calendar month.
- k) "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.
- l) Words importing persons shall include firms, companies, Department, and other bodies whether incorporated or not.
- m) Words importing the singular only shall also include the plural and vice versa where the context requires.
- n) "Governmental Approval" means any approval, consent franchise, permit certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the project and / or for sale and purchase of the project pursuant to the agreement.
- o) "Governmental Authority" means any central, state, regional, district town city, or municipal government, whether domestic or foreign, or any development agency, bureau or other administrative, regulatory or judicial body of any such government.

2.3. Brief description of Bidding Process

The Authority has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of as mentioned in the FACT Sheet from the date specified in Important Dates / Fact Sheet for submission of BIDs (the "Bid Due Date").

The complete Bidding Documents including the draft Agreement and other annexures / schedules for the Project is enclosed for the Bidders. Subject to the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

BIDs will be evaluated for the Project on the basis of the Item Rate based selection required by a Bidder for implementing the Project (the "BID Price"). The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Implementing Agency shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defect Liability Period") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

2.4. General

- i. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged proposal(s) specifications, Bidders must form their own conclusions about the proposal(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- iv. Bids shall be received by the Authority on the e-Procurement portal <http://etender.up.nic.in> before the time and date specified in the schedule of the RFP notice. In the event of the specified date for the submission of Bid offers being declared a public holiday by the Government of Uttar Pradesh, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- v. Telex, cable or facsimile offers will be rejected.

2.5. Source of Fund: The BSCL are empowered with grant of funds from Govt. of India and Government of Uttar Pradesh to be utilized for execution of this Project. All eligible payments under the contract(s) for the package for which this Invitation for Bids is issued shall be made by the BSCL.

2.6. Eligible Bidders

| | |
|-------------|---|
| Sole Bidder | Entity having registration under Indian companies Act 1956/2013 or as amended |
|-------------|---|

2.7. Compliant Bids/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP, in the bid.
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

2.8. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications they shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

2.9. Bid Preparation and Presentation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, including visits for the purpose of clarification of the bid, if so desired / any Presentation as may be required in accordance with the conditions of this RFP and the authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.10. Pre-bid Clarification

Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

Bidders must submit their queries as per the format mentioned in Section 6 - Annexure I Queries should be submitted at ceo.bscl01@gmail.com within the date and timelines as specified in the Fact Sheet.

Bidders are advised to share the Pre-Bid queries in two formats, one is in excel sheet (in *.xls Format) and as well as another in signed and scanned copy of the file (in *.pdf format) and format as per in Section 6 - Annexure I

Responses to Pre-Bid Queries

Authority will organize a pre-bid meeting.

Authority will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries. No further clarifications shall be entertained after the pre bid meeting.

Authority shall endeavour to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid queries, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.11. Bid Processing Fee / Bid Document Fee and Transaction Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Bid Processing Fee / Bid Document Fee *as mentioned in the FACT Sheet* shall be paid through online transfer in account of the **“Bareilly Smart City Limited, A/C No.: 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400”**. The Bid Processing Fee / Bid document fee is mandatory and non-refundable.

Without the payments of Bid document fees the bids will be taken as incomplete and non-responsive and shall not be considered.

2.12. Bid Security/Earnest Money Deposit (EMD)

Earnest Money Deposit: The value of EMD as mentioned (in Tender Document) Earnest Money shall be paid through RTGS / NEFT/ Bank Guarantee from Nationalized Bank in favour of Bareilly Smart City Limited, Bareilly of said amount pledged in favour of **Chief Executive officer, Bareilly Smart City Limited**. The EMD *as mentioned in the FACT Sheet* shall be paid through online transfer in account of the **“Bareilly Smart City Limited, A/C No.: 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400”**. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. The original Bank Guarantee shall be deposited in the department within 3 days of Bid Closing Date. After Tender opening, The EMD received online of the unsuccessful bidders will be returned to account provided by the bidder.

No exemption for submitting the EMD (amount, as mentioned in Fact sheet) will be given to any agency. EMD in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The Successful bidder shall furnish 5% of Security deposit online or BG or FDR at the time of signing the agreement which includes EMD deposited along with the bid submission. 5% security deposit shall be deducted from the each running bills of the contractor. After the complete work, total of 10% of the security deposit shall be retained by the BSCL.

Security deposited shall be retained by the BSCL till the completion of the project and one year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released.

In case bid is submitted without the EMD/Bid Security then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The PBG/ Performance Security given in the form of bank guarantee on a nationalized shall be valid for the duration of contract period plus defect liability period and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The bank guarantee of

nationalized bank furnished by the bidder towards additional security amount shall be valid till the work is completed in all respects.

The Bid Security/ EMD shall be forfeited and appropriated by the authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for the time, cost and efforts of the authority, without prejudice to any other right or remedy that may be available to the authority under the RFP or in law under the following conditions:

- i. If a bidder withdraws or modifies its bid during the period of bid validity or any extension agreed by the bidder thereof;
- ii. If a bidder is disqualified in accordance with clause mentioned in RFP under evaluation of bids
- iii. If the bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice;
 - If the bidder is declared as the successful bidder and it withdraws its proposal during negotiations. However, failure to arrive at a consensus between authority and the successful bidder shall not be constructed as withdrawal of proposal by successful bidder;
 - Fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - Fails to submit the performance bank guarantee / Performance Security and/or sign the contract in accordance with this RFP;
 - Fails to fulfil any other condition precedent to the execution of the contract, as specified in the letter of award;
 - Fails to execute the contract.

2.13. Bid Validity Period

The EMD submitted along with the bid will remain valid for validity period mentioned in the Fact Sheet.

In exceptional circumstances, prior to expiry of the bid validity period, the authority may request that the bidders to extend the period of validity for a specified additional period at Bidder's cost. The request and the responses to the request shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A bidder may refuse the request without risking forfeiting the EMD, but in this case, the bidder will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

On completion of the validity period, unless the Bidder withdraws his/her/their bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws bid.

2.14. Bid Formats

2.14.1. Pre-Qualification Bid Format

| S. No. | Section Heading | Details |
|--------|---------------------------------------|--|
| 1 | Pre-Qualification Bid Covering Letter | As per format provided in section 6.1 |
| 2 | About Bidder | As per format provided in section 6.2 of this document. |
| 3 | Bidder Registration | Certificate of Incorporation / Registration under companies Act, 1956 / 2013 or any suitable Act abroad. |

| | | |
|----|---|--|
| 4 | Average Annual Turnover | Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years |
| 5 | Net worth | Certificate from the Statutory auditor/ CA clearly specifying the Positive Net worth of the firm |
| 6 | Undertaking for non-blacklisting clause | Undertaking by the authorized signatory as per section 6.3 |
| 7 | Bidder Certifications | Copies of valid certificates in the name of the sole bidder |
| 8 | Power of Attorney | Documentary evidence as per format provided in Section 11 (Annexure 7) |
| 9 | Project Experience | Citation details of projects as per format in Section 7.3 |
| 10 | No Deviation Certificate | As per format provided in section 6.4 |
| 11 | Total responsibility certificate | As per format in section 6.5 |
| 12 | No relationship certificate | As per format in section 6.7 |
| 13 | Self-declaration certificate | As per format in section 6.8 |

2.14.2. Technical Bid Format

| S. No. | Heading | Details |
|--------|----------------------------|---|
| 1 | Technical Bid Checklist | As per format provided in section 7.1 |
| 2 | Credential summary | As per format provided in Section 7.2 |
| 3 | Bidder's Experience | Project citation as per format provided in section 7.3 and supporting documentary evidences and Self- certifications as per format in section 6.6 as Applicable |
| 4 | Anti-Collusion Certificate | As per format provided in section 7.6 |
| 5 | Non-disclosure agreement | As per format provided in section 10 (Annexure 6) |

2.14.3. Financial Bid Format

The Bidder must submit the Financial Bid in the formats specified in Section 8. The Financial Proposal shall be submitted only on www.etender.up.nic.in and not by any other means, failing which the Authority shall reject the Bid.

| Section | Heading | Details |
|---------|-----------------|--|
| 1. | Bid Price Sheet | As per format provided in Section 8 (Annexure - 4) for Detailed estimation |

2.15. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents (like notices, certificates, correspondences, proceedings, etc.,) are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized. The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2.16. Authentication of Bids

An authorized representative (or representatives - Power of Attorney) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Financial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.17. Amendment of Request for Proposal

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

Verbal clarifications and information given by the authority or any other person for or on its behalf shall not in any way or manner be binding on the authority.

2.18. Bid Price and quotation submission

The Bidder has to provide the financial bid in the formats as given in Section 8 Annexure – 4 Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder. The financial bid must be uploaded on e-procurement portal only and should not be printed or submitted with Prequalification / Technical Bid.

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall valid for the duration and completion of the contract of **Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance**. No enhancement of prices for what so ever reason will be allowed once the offer is accepted.

2.19. Insurance

Transit cum storage cum erection, testing and commissioning insurance is the responsibility of the bidder. Any loss or damage to the equipment for whatever reasons shall be to the account of the bidder. The bidder shall promptly make good the loss or damage by way of replacement and/or repair of the portion of the equipment damaged or lost, incidental to manufacture or acquisition, transportation, storage and delivery, irrespective of settlement of claims with the insurance underwriters. There shall be no extra cost to the authority on account of such replacement/repair of losses or damages for whatever reasons. All costs on

account of insurance liabilities covered under the contract will be to the Bidder's account and principal of the insurance will be to the authority.

2.20. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.4. The bids with deviation(s) are liable for rejection.

2.21. Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposal as per the format mentioned in Section 6.5.

2.22. Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authorities shall not be responsible for delay in submission of any online submission related or website related issues and date of submission cannot be extended for such reasons.

Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.23. Right to Terminate the Process

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

2.24. Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the scope.

2.25. Acceptance/Rejection of Bids

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

The authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities shall be promptly returned to the bidders.

The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the authority thereunder.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

- a. Activities and items described in the Technical Proposal but not priced in the Financial proposal shall be assumed to be included in the prices of other activities or items and no corrections will be made to the Financial Proposal / Bid.
- b. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- c. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- d. If there is a discrepancy between words and figures, the amount in words shall prevail.
- e. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

2.26. Confidentiality

From the time the bids are opened to the time of the contract is awarded, the bidder should not contact the client on any matter related to its qualification documents, Technical Bid and/or Financial Bid. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the bidders who submitted the bids or to any other party not officially involved with the bid process, until the publication of the contract award.

Any attempt by a bidder or anyone on behalf of the bidder to influence improperly the client in the evaluation of the bids or award of the contract may result in the disqualification of its bid.

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

2.27. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- b. Bid is received in incomplete form.
- c. Bid is not accompanied by all the requisite documents.
- d. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- e. Financial bid is enclosed with the same document as technical bid.
- f. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- g. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- h. Bids without EMD / Bid Security and as well as Bid Documentation / Bid Processing Fee will be disqualified.

2.28. Key Personnel

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided.

The personnel proposed should possess good working knowledge of English language. No key personnel involved should have attained the age of 58 years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

I. Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

The bidder shall assess support personnel; both technical and administrative to undertake the project. If required, additional support and administrative staff shall be provided as needed for the timely completion of the project without any additional cost to the client. It is stressed that the time period of the assignment indicated in the Technical Requirements should be strictly adhered to.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. In any such case, the Authority's prior written consent would be mandatory.

II. Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

III. Replacement

In case any proposed resource resigns, then the Bidder has to inform Authority within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Authority with:

- a. A Resume / Curriculum vitae and any other information about the candidate That is reasonably requested by Authority; and
- b. An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If Authority objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact /escalation of cost incurred by the bidder due to resource replacement.

IV. High Attrition

If in the first 6-month period from the Contract Effective Date and in any rolling 12 months period during the Term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Authority's prior written consent, Bidder shall:

- a. provide Authority with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and
- b. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.29. Fraud and Corrupt Practices

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

Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOA or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

Will sanction a party or its successor, including declaring in eligible, either indefinitely or for stated period of time to participate in BSCL Bidding / Tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an BSCL contract.

2.30. Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the proposal delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- b. Authority requires that the bidder provides proposals which at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- c. Conflicting Activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: A bidder that has been engaged by the client to provide goods, works, or non-consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a

project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non- consulting services resulting from or directly related to the consulting services for preparation or implementation.

- d. **Conflicting Relationships: Relationship with the client's staff:** A bidder (including its Directors, stakeholders or Management) that has a close business or family relationship with a professional staff of the client who are directly or indirectly involved in any part of
- The preparation of the RFP for the assignment
 - The Technical Specifications of the goods, works or services may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the contract.

2.31. Right to vary quantity by Authority.

- a. At the time of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.32. Withdrawal, Substitution, and Modification of Bids

- a. No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the bidder in the bid submission form, or any extension thereof agreed to by the bidder. Withdrawal of the bid during this interval may result in the forfeiture of the EMD / Bid Security.
- b. Any alteration / modification in the application or additional information supplied subsequent to the bid submission date, unless the same has been expressly sought for by the client, shall be disregarded.
- c. Bids withdrawn shall not be opened and processed further.
- d. Alternative bid shall not be permitted.

2.33. Site Visit

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) Bidders are encouraged to submit their respective bids after visiting the project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- c) A site visit conducted by the authority **shall be organized** on the written request of the bidder. The bidder

shall intimate the Employer for site visit through Electronic mail ceo.bscl01@gmail.com at least three (03) days in advance.

- d) Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- e) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

2.34. Acknowledgement by Bidder

- a. It shall be deemed that by submitting the bid, the bidder has:
 - i. Made a complete and careful examination of the RFP.
 - i. Received all relevant information requested from the authority.
 - ii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the authority relating to any of the matters ; and
 - iii. Agreed to be bound by the undertakings provided by it under and in terms hereof.
 - iv. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of concerning or relating to the bidding process, including any error or mistake therein or in any information or data given by the authority.

2.35. Proprietary Data

All documents and other information supplied by the authority or submitted by bidder to the authority shall remain or become the property of the authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The authority will not return any bid or any information provided along therewith.

2.36. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the authority makes official intimation of award / rejection to the bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the bidding documents, from contacting by any means, the authority and / or their employees / representatives on matters related to the bids under consideration.

2.37. Maintenance Tools and Tackles

The proposal shall include all special tools and tackles required for the maintenance of the equipment in each equipment package.

The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item. The item wise Price to be quoted by the Bidder shall be furnished in the format, which will be delivered with the first shipment of the main equipment.

2.38. Drawings, Data and Literature to be furnished

The Bidder shall include in his offer the following:

Undertaking to furnish details of special precautions and instructions to be followed and check list for construction, erection, testing and commissioning of the building.

2.39. Governing Law and Jurisdiction

The contract and the transaction contemplated therein shall be governed by and construed in accordance with the laws of India.

The contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent courts in Bareilly, Uttar Pradesh, India.

If any disputes arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the agreement or regarding a question, including the questions as to whether the termination of contract Agreement by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts gives 15 days' notice thereof to the other party in writing.

The place of arbitration shall be Bareilly, Uttar Pradesh, India.

The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

Section 3- Selection Process for Bidder

Detailed Tender Notice

Bid shall be submitted in 2 separate parts:

1. Technical Bid
2. Financial Bid

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

a. Technical Eligibility Criteria

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

- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2016-17, 2017-18, 2018-19) duly attested by Chartered Accountant.
- Bidder has to submit EMD through RTGS/ NEFT/ BANK GUARANTEE (BG) and Tender Fees through RTGS/ NEFT. The receipt of the transaction has to be uploaded online.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III).
- No Relationship Certificate (format Annexure I).
- Bidders should have an Average Annual Turnover of value not less than 18.0 Cr. of estimated cost projected of NIT during last three financial years i.e. FY 2016-17, 2017-18, 2018-19.
- The Bidder [Single Entity as a whole] should have positive net worth Certificate from the Statutory auditor / CA clearly specifying the net worth alongwith the audited Balance sheet.
- Experience certificate of having successfully completed similar works during last 7 years:

One similar work costing not less than the amount equal to Rs. 24.0 Cr.

or

Two similar works each costing not less than the amount equal to Rs. 15.0 Cr.

or

Three similar works each costing not less than the amount equal to Rs. 12.0 Cr.

“Similar Work” means “Experience in the following categories:

Construction works of Private / Public road construction which is composite of the Civil Works, Road Development and all the associated works for the site development.

***All the above stated documents are required to be duly attested by the Contractor/Bidder under the company seal.**

*** If any of the above documents is found missing or incorrect, then the bid will be disqualified.**

***Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by the Client.**

***Joint venture or consortium of Bidders is NOT permitted.**

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

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

And/ or

- ii. 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).

***The RFP Evaluation Committee reserves the right to reject any or all bids without assigning any reason. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.**

b. Financial Eligibility Criteria / Selection Process

The financial Bid will be opened only if the bidder successfully qualifies the technical Bid round.

The bid price shall include all taxes and levies and shall be in Indian Rupees.

Ranking order for Bid for Selection of Contractor – Lowest Price to highest price. The Lowest Bidder will be selected for the contract if he/she qualifies in all the terms and conditions kept by BSCL.

The bidder achieving the lowest cost shall be invited for negotiations for awarding the contract.

In case of a tie where two or more bidders achieve the same lowest cost, selection will be made in this order :

- The bidder whose annual turnover is more will be preferred.
- If the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

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.

3.1. Man Power

To demonstrate its technical capacity and experience (Technical Capacity), the Bidder must have the following experience:

(a) Project experience

Experience in the following categories:

Construction works of Private / Public road construction which is composite of the Civil Works, Road Development and all the associated works for the site development.

Key Personnel

Bidder shall provide adequate number of personnel, each responsible for a specific role within the project. Bidder shall provide clear definition of the role and responsibility of each individual personnel.

Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. Bidder has to provide the list of proposed Resources for the Project. Any changes in Resource deployment will have to be approved by the Authority.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, Bidder shall independently estimate the teams size required to meet the requirements as per scope of this RFP.

All proposed positions shall be Onsite throughout the entire project implementation phase.

| Sr. No. | Position | Qualification | Experience of execution of similar works |
|---------|-------------------------|----------------------|--|
| 1 | Project Manager (1 Nos) | B.E./B.Tech. Civil | 7 Years experience of Project Management |
| 2 | Site Engineer (2 Nos) | B.E./B.tech. Civil | 5 Years |
| 3 | Site Supervisor (6 Nos) | ITI or Diploma Civil | 3 years |
| 4 | Surveyor (1 Nos) | ITI or Diploma Civil | 3 years |

Manpower plan for Implementation Phase to be provided as per format provided in Section 7.4

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Construction and maintenance phase of the Project as provided in the format Section 7.4

Any additional or support manpower shall be estimated and should be accounted for in the financial proposal by the selected bidder, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met.

SECTION 4- Award of Contract

4.1. Notification of Award

Authority will notify the successful Bidder in writing by e-mail. To be confirmed by the Bidder in writing by email followed by courier.

4.2. Signing of Contract

After the notification of award, Authority will issue Letter of Acceptance (LOA). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee / Performance Security within 10 working days from the date of issuance of LOA.

On receipt of the Performance Bank Guarantee / Performance Security, Authority or the agency designated by Authority shall enter into a contract with the successful bidder.

4.3. Performance Bank Guarantee (PBG) / Performance Security:

Within ten (10) working days from the date of issuance of LOA, the successful Bidder shall at his own expense submit 5% of Security deposit online or Bank Guarantee or FDR from a Nationalized bank / scheduled commercial bank at the time of signing the agreement which includes EMD deposited along with the bid submission. 5% of the security deposit shall be deducted from the running bills of the contractor. After the complete work, total of 10% of the security deposit shall be retained by the BSCL.

Security deposited shall be retained by the BSCL till the completion of the project and one year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released.

The performance bank guarantee / Performance Security shall be valid till satisfactory completion of Post Implementation Support including the Defect Liability period. The performance bank guarantee / Performance Security may be discharged / returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee / Performance Security.

In the event of the Bidder being unable to perform the contract for whatever Reason, Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee / Performance Security, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Volume II, the performance bank guarantee / Performance Security shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee / Performance Security shall be valid till (60) days beyond the validity period of the contract, or beyond any period of extension under the contract, if agreed.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

4.4. Warranty & Maintenance

- a. Bidder shall also provide complete maintenance support for all the proposed works as outlined in this RFP for a period of project duration [as stated in the Fact Sheet], as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of the client.
- b. During the Defect Liability Period, the bidder shall ensure that the construction work and goods supplied under the contract are new, unused of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c. Client or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to client and within time specified and acceptable to client.
- d. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, client may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which client may have against the bidder under the contract.
- e. During the comprehensive defect liability period, the successful bidder shall provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carryout installation and make operational the same at no additional cost to client.
- f. The successful bidder hereby warrants that;
 - The Project works represents a complete Project meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - The proposed works shall achieve parameters delineated in the technical specification / requirement.
 - The successful bidder shall be responsible for warranty services from licensors of products included in the project works.
 - The successful bidder undertakes to ensure the maintenance of the acceptance criterion / standards in respect of the systems / project during the defect liability period.

4.5.Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids. In such a case, Authority shall invoke the PBG and / or forfeit the EMD.

4.6.Miscellaneous.

1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Bareilly shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - iv. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - v. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
4. Obtaining the required statutory licenses like Consent to Establish /Consent to operate / building plan approval / completion certificate alongwith any other approvals from the statutory authorities (if required / directed by Client).
5. Authority may, at its discretion reserves the right to extend the RFP submission date and amending for which the RFP is invited.
6. Authority reserves the right to accept / reject any or all RFP(s)/Proposals and to annul the process without assigning any reason thereto.

7. Authority reserves the right to define the requirements and issue another RFP/s / Tender as may be deemed necessary.
8. The Authority reserves the right to verify the particulars furnished by the bidders independently and also reserves the right to reject any proposal without assigning any reason thereof in the interests of effective implementation of the project.
9. After uploading the technical/financial bid, the original BG are to be submitted by the bidder to the concerned CEO, BSCL so as to reach before opening of the pre-qualification bid. Failure to furnish BG, entail rejection of the bid and forfeiture of the EMD. Similarly, if any of the certificates, documents etc. furnished by the bidder are found to be false/fabricated/bogus, the bidder will be black listed and the EMD forfeited.
10. The Authority may extend the dates for issue and receipt of RFP by issuing an amendment in which case all rights and obligations of the Chief Executive Officer, Bareilly Smart City Limited.
11. Authority reserves the right to define the requirements and issue another RFP/s / Tender as may be deemed necessary.
12. The Authority reserves the right to verify the particulars furnished by the bidders independently and also reserves the right to reject any proposal without assigning any reason thereof in the interests of effective implementation of the project.
13. The Authority may extend the dates for issue and receipt of RFP by issuing an amendment in which case all rights and obligations of the Chief Executive Officer, Bareilly Smart City Limited.

Section 5- Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format along with the name and details of the origination submitting the queries.

| SL # | RFP Volume, Section | RFP page no | Content in the RFP | Clarification sought |
|------|---------------------------|-------------------|--------------------|----------------------|
| | | | | |

Note:

- a. In case of queries with regard to RFP document, please mention the section/clause as may be applicable.
- b. In case of queries with regard to functional (FR) or technical (TR) requirements, please give reference of the corresponding FR/TR
- c. **Bidders are advised to share the Pre- Bid queries in two formats, one is in excel sheet (in *.xls Format) and as well as another in signed and scanned copy of the file (in *.pdf format).**

Section 6- Annexure – 2 - Formats for submission of Pre-Qualification / Technical Bid

6.1. Pre-Qualification / Technical Bid Covering Letter

Dated: DD/MM/YYYY

To

Chief Executive Officer,

Bareilly Smart City Limited,

C/o Bareilly Municipal Corporation,

Bareilly

Sub: **REQUEST FOR PROPOSAL FOR “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”**

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your **“Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”**, we hereby submit our Pre-qualification bid / Technical Bid and Financial Bid for the same.

We hereby declare that:

- a. We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);
- b. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- c. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

| S. No. | Description of works |
|--------|--|
| 1 | “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance” under Implementation of the Smart City Mission in Bareilly. |

- d. We have submitted EMD of Indian Rupees [.....] and Bid Processing fee of Indian Rupees[.....].
- e. We hereby declare that all information and details furnished by us in the Bid are true and

correct, and all documents accompanying such application are true copies of their respective originals.

- f. We agree to abide by our offer for a period of 120 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- g. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- h. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document.
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of, development, delivery, installation, commissioning, , and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- i. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- j. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price for the due performance of the Contract.
- k. We are not participating, as Bidders, in more than one Bid in this bidding process.
- l. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- m. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.
- n. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

In case of any clarifications please contact on email at ceo.bscl01@gmail.com.

Thanking you,

Yours sincerely,

(Signature of the Lead bidder) Printed Name

Designation

Seal

Date: Place:

Business Address:

6.2. Company profile

A. Brief company profile

| Sl. No. | Particulars | Description or details |
|---------|---|------------------------|
| 1. | Name of Bidder | |
| 2. | Legal status of Bidder (Registered Contractor, company, Pvt. Ltd., LLP etc.) | |
| 3. | Bidder's actual or intended country of registration (Indicate Country of Constitution) | |
| 4. | Bidder's actual or intended year of incorporation (Incorporation / Registration date and number) | |
| 5. | GST number | |
| 6. | PAN details | |
| 7. | Bidder's legal address (In country of Registration) | |
| 8. | Main business of the Bidder | |
| 9. | Registered office address | |
| 10. | Primary Contact Person (Name, Designation, address, mobile number, fax, email) | |
| 11. | Secondary Contact Person (Name, Designation, address, mobile number, fax, email) | |
| 12. | EMD details | |

Note:

Attached are copies of original documents of article of incorporation (or equivalent documents of constitution or association), and / or registration documents of the legal entity named above.

Include are the organizational chart, a list of Board of Directors and the beneficial ownership.

B. Certificate of Incorporation / Registration (required for bidder members)

C. Financial Turnover

The financial turnover of the company is provided as follows:

| | 2016-17 | 2017-18 | 2018-19 |
|-----------------|---------|---------|---------|
| Annual Turnover | | | |

Copy of audited financial statements or declaration from the appointed statutory auditor/ CA to be provided as proof of the financial turnover.

Positive net worth, as on the last date of latest audited financial year. Copy of self-certified statutory auditor certificate by CA and audited Balance sheet to be submitted along with the bid.

Fiscal Criteria of the Bidder

| Bidder Type | Net Worth | Financial Year |
|----------------------|-----------|----------------|
| Single Entity Bidder | | |

Fiscal Data

| Amount / Value (INR, Crore) | | | |
|---|-----------|---------|---------|
| Description of Fiscal Information | 2016-2017 | 2017-18 | 2018-19 |
| Statement of Fiscal Position information from Balance Sheet | | | |
| Total Assets | | | |
| Total Liabilities | | | |
| Total Equity / Net Worth (NW) | | | |
| Securities (Stocks, Bonds, Mutual Funds, etc.,) | | | |
| Insurance Policies (Cash surrender value) | | | |
| Current Assets | | | |
| Current Liabilities | | | |
| Working Capital | | | |
| Information from Income Statement | | | |
| Total Revenue | | | |
| Profits Before Taxes | | | |

| | | | |
|--|--|--|--|
| Cash Flow Information | | | |
| Cash Flow from Operating Activities | | | |

Source of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments

| Serial Number | Source of Finance | In ₹ , - Crore |
|----------------------|--------------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |

Instructions:

- The Bidder/Member shall attach copies of the balance sheets, financial statements and Annual Reports for the last financial year preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- Financial Year will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.
- The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.

Turnover* of the bidder's company in last three financial years

| Description | 2016-17 | 2017-18 | 2018-19 | Remarks |
|-----------------------------------|----------------|----------------|----------------|----------------|
| Turnover (₹ in Cr.) | | | | |
| Amount Equivalent to Current Year | | | | |
| Profit after Tax (₹ in Cr.) | | | | |

* Certified copies from a registered chartered accountant shall be enclosed.

Names of three Clients from different departments to whom similar works are done in the last three financial years and to whom reference may be made by the Authority regarding the bidder's performance for timely completion of delivery, installation and after sales service support:

| Description | Client1 | Client 2 | Client 3 | Remarks |
|--|---------|----------|----------|---------|
| Name and Designation of Contact person | | | | |
| Complete Address of the Buyer | | | | |
| Telephone Number / Mobile Number | | | | |
| E-mail Address | | | | |

Special Accreditations or Awards:

Other details – (If bidder wants to furnish relate to their capabilities) Declaration:

(Signature, name and designation of the authorised signatory with seal and Date)

6.3. Declaration of Non-Blacklisting

(To be notarized on Non-Judicial Stamp Paper of Rs.100)

To,

()

Subject: Self Declaration of not been blacklisted in response to the **REQUEST FOR PROPOSAL FOR “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”**

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

I M/s. (Sole Applicant/Lead Member/Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s director/s are not barred or blacklisted by any state government or central government / department / agency /PSU in India or abroad from participating in Project/s, by the bidder.

We confirm that our company or firm, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and / or thereafter during the Contract Period.

Dated this.....Day of, 201....

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Printed Name Designation

Seal

Dated: DD/MM/YYYY

Place:

Business Address:

6.4.No Deviation Certificate

To

The Chief Executive Officer,
Bareilly Smart City Limited,
C/o Bareilly Municipal Corporation,
Bareilly

This is to certify that our offer is exactly in line with your RFP enquiry (including amendments) no. _____dated_____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Financial in either direct or indirect form.

(Authorized Signatory)

Signature: Name: Designation:

Address:

Seal

Dated: DD/MM/YYYY

6.5.Total Responsibility Certificate

Dated: DD/MM/YYYY

To

The Chief Executive Officer,
Bareilly Smart City Limited,
C/o Bareilly Municipal Corporation,
Bareilly

This is to certify that we undertake the total responsibility for the defect free operation of the proposals as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature: Name: Designation:

Address:

Seal:

Dated: DD/MM/YYYY

6.6. Self-certificate for Project execution experience and Litigation History (In Bidding Entity's Letter Head)

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

| | |
|---|--|
| Name of the Project | |
| Client's Name, Contact no. and Complete Address | |
| Contract Value for the bidder (in Indian Rupees) | |
| Current status of the project (Completed/Ongoing) | |
| Activities completed by bidding entity as on bid submission date <i>(Only relevant activities as sought in the Criteria to be included)</i> | |
| Value of Work completed for which payment has been received from the client. | |
| Date of Start | |
| Date of Completion | |
| References (Name and contact details of the authorized client officials issued the project executed certifications are to be referred) | |

We further confirm that we are aware our proposal for the <<Name of the RFP>> would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the contract.

Dated this.....Day of, 201..... . (Authorized Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal: Date:

All above statements should be backed by corresponding experience certificate from respective employers.

Experience will be counted for the completed works and duly enclosing completion certificate from the clients.

Specific Experience of Similar Projects

Date: DD/MM/YYYY

Bidder's Name :

Date :

No. and Title :

Page _____ of _____ pages

| SN | Contract Details | Elements Executed | Unit | Quantity executed | Value in Rs. |
|-----------|---|--------------------------|-------------|--------------------------|---------------------|
| 1 | Contract name: Year of completion: Amount of contract: Name of Employer: Address: _ | | | | |
| 2 | Contract name: Year of completion: Amount of contract: Name of Employer: Address: _ | | | | |

All quantities mentioned and the values indicated should be backed by respective certificates from the Employer.

A) Litigation History

Date: DD/MM/YYYY

Bidder's Name: _____

RFP No. and Title: _____

Page _____ of _____ pages

| Non-Performed Contracts | | | |
|---|-----------------------------------|--|---|
| <input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year] | | | |
| <input type="checkbox"/> Contract(s) not performed since 1 st January [insert year] | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and INR equivalent) |
| | | Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance: [indicate main reason] | |
| Pending Litigation | | | |
| <input type="checkbox"/> No pending litigation | | | |
| <input type="checkbox"/> Pending litigation | | | |

Pending Litigation, in accordance with section III, Evaluation and Qualification Criteria

| Year of dispute | Amount in dispute (IN Rs.) | Contract Identification | Total Contract Amount (In Rs.) |
|-----------------|----------------------------|---|--------------------------------|
| | | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute: | |
| | | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute: | |

Information on litigation history in which Bidder is the Petitioner.

| S. No | Case No. / Year | Court where filed. | Subject Matter / Prayer in the case. | Respondents i.e., SE / CE | Present Stage. |
|-------|-----------------|--------------------|--------------------------------------|---------------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

(To be provided by the Bidder/each Member/Associate for any material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years preceding the Bid Due Date)

| Sl. No | Name | Forum and Counterparty With Contract Identification | Brief Description of the matter | Estimated financial liability | Current Status of Litigation | Orders passed against the Bidder/Member |
|--------|------|---|---------------------------------|-------------------------------|------------------------------|---|
| | | | | | | |
| | | | | | | |

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

Signature of the Bidder

6.7 No Relationship certificate

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 E.M.D 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

6.8 Self-Decalaration certificate

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour 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 labor, 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, laborers, 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

Section 7- Annexure 3 – Formats for Submission of the Technical Bid

7.1. Technical Bid Check-List

| Sl. No | Checklist I t e m | Compliance (Yes/No) | Page No. and Section No. in the Bid |
|--------|---|---------------------|-------------------------------------|
| 1 | Technical Bid Letter | | |
| 2 | Credential summary | | |
| 3 | Project Citations and Self-certifications, as applicable | | |
| 4 | Project plan | | |
| 5 | Compliance to Requirement (Technical / Functional Specifications) | | |
| 6 | Manufacturers'/Producers' Authorization Form | | |
| 7 | Anti-Collusion certificate | | |
| 8 | Non-disclosure agreement | | |

SIGNATURE OF THE BIDDER

7.2.Credential Summary

| Sl. No. | Project Name | Client Name | Client Type | Project Value (in Indian Rupees) | Project Components | Documentary evidence provided (Yes or No) | Project Status (Completed or Ongoing or Withheld) |
|---------|--------------|-------------|-------------|----------------------------------|--------------------|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |

- Client type – Indicate whether the client is Government or PSU or Private
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

SIGNATURE OF THE BIDDER

7.3. Bidder's Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

| | |
|---|--|
| Name of the Project & Location | |
| Client's Name and Complete Address | |
| Narrative description of project Contract Value for the bidder (in Indian Rupees) | |
| Date of Start | |
| Date of Completion | |
| Activities undertaken by the bidder | |

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self- certificate as per the format provided.

SIGNATURE OF THE BIDDER

7.4 Details of Resources proposed

| Sl. No. | Designation | Name | Highest Degree | Basic Qualification | Certifications | Total Experience (In Years) |
|---------|-------------|------|----------------|---------------------|----------------|-----------------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |

7.5 Curriculum Vitae (CV) of Team Members

| | | | | | |
|--|---|--|--|------------------------|------------------------|
| 1 | Name: | | | | |
| 1. | Proposed position or role | <i>(only one candidate shall be nominated for each position)</i> | | | |
| 2. | Date of Birth | Nationality | | | |
| 3. | Education | Qualification | Name of School or College or University | Degree Obtained | Year of Passing |
| | | | | | |
| | | | | | |
| | | | | | |
| 4. | Years of experience | | | | |
| 5. | Areas of Expertise and no. of years of experience in this area | <i>(as required for the Profile)</i> | | | |
| 6. | Certifications and Trainings attended | | | | |
| 7. | Employment Record | Employer | Position | From | To |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| <i>[Starting with recent position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i> | | | | | |

| | | | |
|----|---|--|--|
| 8. | Detailed Tasks Assigned | <i>(List all tasks to be performed under this project)</i> | |
| 9. | Relevant Work Undertaken that Best Illustrates the experience as required for the Role | | |
| | | Name of assignment | |
| | | Year | |
| | | Location | |
| | | Employer | |
| | | Main project features | |
| | | Position held | |
| | | Activities performed | |
| | | Name of assignment Year Location Employer Main project features Position held Activities performed | |

Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in the RFP. The same should be produced here, and compliance against each requirement line item should be marked.

7.6 Conduct and Anti-Collusion Certificate

(To be notarized on Non-Judicial Stamp Paper of Rs.100)

I / We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal [RFP] for “<<Name of the RFP>>”** against the RFP issued by Authority, that

I / We undertake that, in competing for the contract, I / we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

I / We declare that our organization have never been blacklisted by any department / units of Government of India or State Governments or Union Territories in India for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of our services, or violation of any terms and conditions of the Agreement. In case if such misconducts are found to have been committed by us with documentary evidences, our contract can be summarily cancelled with the forfeiture of the security and performance guarantees we have executed with the Authority.

I / We hereby certify and confirm that in the preparation and submission of our Bid, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

I / We further confirm that I / We have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the Bid.

I / We further acknowledge that on any later date, if it was found that I / We indulged in any of the corrupt activities mentioned in Prevention of Corruption Act 1988, the Authority has the right to take necessary legal action.

Dated thisDay of, 201...

Place:

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Name of the Authorised Person)

Seal

Business Address:

Section 8- Annexure 4 – Formats for Submission of the Financial Bid

8.1 Preamble

1. The Price Schedule shall be prepared in compliance with the Instructions to Bidders, General and Particular Conditions of Contract.
2. A rate or price shall be entered against each item in the Priced schedule. The cost of Items against which the Bidder/ Service Provider has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedule and that component work shall be executed free of cost.
3. The whole cost, complying with the provisions of the Contract, shall be included in the Items provided in the Priced Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

Financial Bid

- i. The Bidder has to provide the financial bid in the formats as given here. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder. **The financial bid must be uploaded on e-procurement portal only and should not** be printed or submitted with Prequalification / Technical Bid.
- ii. Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents
- iii. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account.
- iv. The bidders shall quote in their proposals all items based on item rate price as per schedules provided for the entire scope.
- v. The prices quoted shall be inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be considered.
- vi. **All priced quotations should be in Indian Rupees only.** – Bidders are requested to quote the price in figures and as well as in the words in the space provided.
- vii. The bidder should quote his lowest firm prices valid for the duration and completion of the contract. No enhancement of prices for what so ever reason will be allowed once the offer is accepted.
- viii. The prices quoted by the Bidder shall be fixed.
- ix. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
- x. Any conditional bid with any deviations from the terms and conditions of RFP shall be disqualified.

General

1. The Schedules do not generally give a full description of the items, equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Technical

Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

Pricing

3. As specified in the Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.
4. Bid prices shall be quoted in the manner indicated and, in the currencies, specified in the Instructions to Bidders in the bidding documents.

For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the bidding documents.

5. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly.

Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. Items left blank will be deemed to have been included in other items. The bidder has to execute that item at ZERO rates.

8.2 Financial Bid

To,
Chief Executive Officer
Bareilly Smart City Limited,
C/o Bareilly Municipal Corporation,
Bareilly

Sub: Financial Bid for **“Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”**.

Ref: Your RFP Notification No. _____ dated _____

Dear Sir,

Having gone through this RFP document and having fully understood the Scope of the Project and the Scope of Work for the Project as set out by AUTHORITY in the RFP. I / we are pleased to inform that I / we would deploy the following resources for undertaking the entire activities involved in this RFP No. We also quote the amount that we would be charging from the Authority. The quote is inclusive of all applicable taxes and charges.

A. Estimate Summary

Validate

Print

Help

[Item Rate BoQ](#)

Tender Inviting Authority: Chief Executive Officer, Bareilly Smart City Limited

Name of Work: Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance

Contract No:

| | |
|---|--|
| Name of the Bidder/ Bidding Firm / Company : | |
|---|--|

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER # | NUMBER # | NUMBER # | TEXT # |
|------------|---------------------------|----------|--------|--|--|--|----------------------------------|
| Sl. No. | Item Description | Quantity | Units | BASIC RATE+GST+1% Labour Cess+other govt taxes if any In Figures To be entered by the Bidder Rs. P | TOTAL AMOUNT With Taxes | TOTAL AMOUNT With Taxes | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 13 | 53 | 54 | 55 |
| 2 | ZONE 1,2,3,4,5,6 | | | | | | |
| 3 | CONSTRUCTION OF NEW DRAIN | | | | | | |

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| 4 | Earthwork in excavation for structures as per drawing and technical specifications clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious materials and disposal upto a lead of 50 m, dressing of sides and bottom and back filling in trenches with excavated suitable material.(Including Royalty) | | | | | | |
| 5 | Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days. | | | | | | |
| 6 | Providing and laying reinforced cement concrete in substructure as per drawing and technical specifications Clauses 800, 1205.4 and 1205.5 (M-25) | | | | | | |
| 7 | Supplying fitting and placing TMT bar reinforcement in substructure complete as per drawing and Technical Specifications clauses 1002, 1010 and 1202 | | | | | | |
| 8 | Grating(Size: 250x150mm) | | | | | | |

| | | | | | | | |
|----|--|-----------|-------|--|-------|-------|---------------|
| 9 | Supplying, fitting and placing HYSD bar reinforcement (Fe 415) in substructure complete as per drawings and technical specification Clauses 1002, 1005, 1010 & 1202 Grating size 450x150 for water inlet. (Sl.No. 502) | | | | | | |
| 10 | MS Angle Size 25x25x5 | | | | | | |
| 11 | MS Flats size 20x4 | 12147.000 | RMT | | 0.000 | 0.000 | INR Zero Only |
| 12 | DRAIN COVER | | | | | | |
| 13 | Providing and laying reinforced cement concrete in substructure as per drawing and technical specifications Clauses 800, 1205.4 and 1205.5 (M-25) | | | | | | |
| 14 | Supplying fitting and placing TMT bar reinforcement in substructure complete as per drawing and Technical Specifications clauses 1002, 1010 and 1202 | 21563 | RMT | | 0.000 | 0.000 | INR Zero Only |
| 15 | PAVERS | | | | | | |
| 16 | Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by | 6,372.00 | Cu.m. | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|-----------|--|-----------|-------|--|--------------|--------------|---------------|
| | vibration including curing for 14 days. | | | | | | |
| 17 | Granular Sub-Base with coarse Graded material (Table 400-2) Construction of granular sub-base by providing coarse graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting with vibratory roller to achieve the desired density, complete as per clause 401 | 8,709.00 | Cu.m. | | 0.000 | 0.000 | INR Zero Only |
| 18 | Providing and laying factory made 80 mm thick interlocking Cement Concrete tiles (30 mpa) including 25 mm thick compacted bed of fine sand compacting and proper embedding /laying of interlocking tiles leveling and dressing of surface and including labour and T&P etc. but excluding of all material, labour T&P etc. required for proper completion of work as directed by engineer in charge. (Grey). | 38,181.60 | Sqm | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|----|---|-----------|-----|--|-------|-------|---------------|
| 19 | Providing and laying factory made 80 mm thick interlocking Cement Concrete tiles (30 mpa) including 25 mm thick compacted bed of fine sand compacting and proper embedding /laying of interlocking tiles leveling and dressing of surface and including labour and T&P etc. but excluding of all material, labour T&P etc. required for proper completion of work as directed by engineer in charge (Colour). | 25,454.40 | Sqm | | 0.000 | 0.000 | INR Zero Only |
| 20 | Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge. | 15,735.00 | Sqm | | 0.000 | 0.000 | INR Zero Only |
| 21 | Laying old cement concrete interlocking paver blocks of any design/ shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge. (Old CC paver | 14340 | Sqm | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|-----------|---|-----------|-------|--|--------------|--------------|---------------|
| | blocks shall be supplied by the department free of cost). | | | | | | |
| 22 | ROAD | | | | | | |
| 23 | Dismantling of flexible pavement (bituminous courses) by mechanical means and disposal of dismantled material up to a lead of 1 kilometre, as per direction of Engineer-in-charge. | 2814.000 | Cu.m. | | 0.000 | 0.000 | INR Zero Only |
| 24 | Providing and laying tack coat with bitumen VG-10 using bitumen pressure distributor at the rate of 0.30 Kg. Per sqm on the prepared bitumenous surface cleaned with mechanical broom. | 75553.000 | Sqm | | 0.000 | 0.000 | INR Zero Only |
| 25 | Providing and laying bituminous concrete with 60-90 TPH batch type hot mix plant producing an average output of 75 tonne per hour using crushed aggregates of specified grading, premixed with bituminous binder VG-30 @ 5.4 percent of mix and filler, transporting the hot mix to work site, laying with a hydristatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H | 3179 | Cu.m. | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|-----------|---|-------|-----|--|--------------|--------------|---------------|
| | Specifications clause 509 complete in all respects. | | | | | | |
| 26 | Painting road surface marking with adequate nos of coats to give uniform finish with ready mixed road marking paint conforming to IS: 164, on bituminous surface in white/yellow shade, including cleaning the surface of all dirt, scales, oil, grease and foreign material etc. complete. | | | | | | |
| 27 | New work (Two or more coats) | 10234 | Sqm | | 0.000 | 0.000 | INR Zero Only |

28

Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction & longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately). Note:- Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately.

| | | | | | | | |
|----|--|-----|-------|--|-------|-------|---------------|
| 29 | Cement concrete prepared with batch mixing machine | 977 | Cu.m. | | 0.000 | 0.000 | INR Zero Only |
| 30 | MISCELLANEOUS | | | | | | |
| 31 | DUSTBIN | | | | | | |
| 32 | Fabrication and supply and installation of Pole Mounted Double Dustbin made with stainless steel 304 grade, both dustbin having the height 825mm & Outer Dia 375 mm with 1.2mm thk sheet. All around diamond shaped laser cut perforations, both dustbin shall be Mounted with connector rods on 75mm outer dia pole with 150 mm outer dia base plate have 3nos of hole for fixing on floor. (Note: Installation, J Bolt/ Fastner as per approved make & Civil/CC Footing work shall be included approved Makes :kich, ozone,Mofna Industries. | | | | | | |

| | | | | | | | |
|----|--|----|-----|--|-------|-------|---------------|
| 33 | Fabrication and installation of MS powder coated "U Shape" Dual Unit dustbins Internal Size- 325mm x 250mm x 500mm (H) Bin shall be made of 25x50mm section tube as an vertical support & 1.5mm thick MS sheet with laser cut perforation on vertical sides. Perforation on bottom base plate. Bin shall be powder coated of minimum grade of 60 micron. Provision for fixed with fastener on Pre-cast concrete block. vendor must have the own powder coating facility & submit the proof along with bid. (Note: Installation, J Bolt/ Fastner as per approved make & Civil/CC Footing work included approved makes :kich, ozone, | 74 | Nos | | 0.000 | 0.000 | INR Zero Only |
| 34 | SIGNAGE | | | | | | |

| | | | | | | | |
|----|---|---------|-----|--|-------|-------|---------------|
| 35 | <p>Providing Retro-reflective regulatory sign board of size 900 mm dia meter made out of 2 mm thick aluminium sheet, face to be fully covered with high intensity encapsulated lens type retro - reflective sheeting as approved by Engineer-in-charge . Letter, symbols, borders etc. will be as per IRC - 67 with required colour scheme on the boards and with the high intensity grade A. The aluminium sheet to be riveted to M.S. frame of angle iron of size 40x40x4 mm. The boards will be fixed to 1 No. 50x50 mm square post made of M.S. angle 50x50x4 mm, 4 m long welded to the frame with adequate anti-theft arrangement .Sheet work to be painted with two or more coats of synthetic enamel paint over an under coat (primer) and back side of aluminium sheet to be painted with two or more coats of epoxy paint including appropriate priming coat complete in all respects as per direction of Engineer-in-charge.</p> | 118.000 | Nos | | 0.000 | 0.000 | INR Zero Only |
| 36 | HORTICULTURE | | | | | | |

| | | | | | | | |
|-----------|--|---------|-----|--|--------------|--------------|---------------|
| 37 | Supply and stacking of Fishtail palm plant of ht. 270-300 cm bottom girth 40-50 cm well developed in big size HDPE bags as per direction of the officer-in-charge. | | | | | | |
| 38 | Fishtail palm of ht. 270-300 cm bottom girth 40-50 cm well developed in big size HDPE bags | 300.000 | Nos | | 0.000 | 0.000 | INR Zero Only |
| 39 | Supply and stacking of Foxtail palm plant of ht. 240-270 cm bottom girth 35-40 cm well developed in big size HDPE bags as per direction of the officer-in-charge. | 300.000 | Nos | | 0.000 | 0.000 | INR Zero Only |
| 40 | Supply and stacking of plant Ficus panda of height 90-105 cm. with 10-12 branches and healthy foliage, well formed in cement pots of size 30 cm as per direction of the officer-in-charge. | 300.000 | Nos | | 0.000 | 0.000 | INR Zero Only |
| 41 | Ficus blackii (F.vivion) of height 45-60 cm. with 6-8 branches healthy foliage in earthen pots of size 25 cm Each | 300.000 | Nos | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|----|--|---------|-----|--|-------|-------|---------------|
| 42 | <p>Providing and fixing M. S. tree guard 50 cm square in plan, height 1.40 metre above ground level and 0.50 metre below ground level. The vertical members shall consist of four nos of angle iron of size 25x25x5 mm 1.9 m long, one at each corner and 8 nos flat iron of size 25x5 mm 1.4 m long. The vertical members shall be welded to 4 nos 25x6 mm M. S. flats placed horizontally around the vertical member of the cage. One name plate of 1 mm thick M.S. sheet of size 250x100 mm shall be welded to the tree guard near the middle height and lettered CPWD / PWD/ any other approved name. The tree guard shall be fixed to the ground by making suitable holes and by embedding four corners leg in the ground, including refilling the earth , compaction etc. complete. The tree guard shall be painted with two coats of paint of approved brand and manufacture over a coat of primer, complete in all respect</p> | 600.000 | Nos | | 0.000 | 0.000 | INR Zero Only |
|----|--|---------|-----|--|-------|-------|---------------|

| | | | | | | | |
|----|--|-----|------|--|-------|-------|---------------|
| 43 | Half brick circular tree guard in bricks, internal diameter 1.25 metre and height 1.2 metre above ground and 0.20 m below ground, bottom two courses laid dry and top three courses in cement mortar 1:6 (1 cement : 6 fine sand) and the intermediate courses being in dry honey comb masonry as per design complete: | | | | | | |
| 44 | With common burnt clay F.P.S. (non modular) bricks of class designation 5 | 600 | Nos | | 0.000 | 0.000 | INR Zero Only |
| 45 | ROAD LIGHTING WORKS (6 ZONES) | | | | | | |
| 46 | STREET LIGHT POLES 7 MTR Galvanised OCTOGONAL | | | | | | |
| 47 | Supply & fixing of 7 mtr GI Octagonal Pole of approved make (top dia 70mm, Bottom dia 130mm and base plate 12mm thik) having 3mm thickness with single arm bracket (1 Mtr length) on RCC foundation including the cost of foundation, foundation bolts, excavation & back filling and Required T&P completee in all respect. | 328 | nos. | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|-----------|---|-----|------|--|--------------|--------------|---------------|
| 48 | Supply & fixing of 6 mtr GI Octagonal Pole of approved make (top dia 70mm, Bottom dia 130mm and base plate 12mm thik) having 3mm thikness with Single arm bracket 1 Mtr length in 1:2:4 RCC foundation bolt including the cost of foundation, excavation & backfilling and Required T&P completee in all respect. | 288 | nos. | | 0.000 | 0.000 | INR Zero Only |
| 49 | Supply & fixing of 9 mtr GI Octagonal Pole of approved make (top dia 70mm, Bottom dia 155 mm and base plate 12mm thik) having 3mm thikness with single arm bracket (1 Mtr length) on RCC foundation including thecost of foundation, foundation bolts, excavation & back filling and Required T&P completee in all respect. | 375 | nos. | | 0.000 | 0.000 | INR Zero Only |
| 50 | Pole Lights for 7 mtr Poles 40 W LED | | | | | | |
| 51 | Supply and fixing of LED Street light Fitting having die cast aluminium body and diffuser with driver set suitable for 30Watt. to 40 Watt. Confirming to IP 66 protection complete in all respect. CAT AA | 616 | Nos. | | 0.000 | 0.000 | INR Zero Only |

| | | | | | | | |
|-----------------------------|--|-----|------|--|--------------|--------------|---------------|
| 52 | Supply and fixing of LED Street light Fitting having die cast aluminium body and diffuser with driver set suitable for 45 watt to 50 Watt. Confirming to IP 66 protection complete in all respect. | 375 | Nos. | | 0.000 | 0.000 | INR Zero Only |
| Total in Figures | | | | | 0.000 | 0.000 | INR Zero Only |
| Quoted Rate in Words | INR Zero Only | | | | | | |

- The price bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted financial offer.
- The Bidder has to provide detailed item rate quotation as per Section 12 Annexure 9.
- The evaluation committee may further ask for detailed rate analysis and calculations made in arriving at this financial offer, if required.

I / we have reviewed all the terms and conditions of the RFP and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are and shall be no deviations from the stated terms in the RFP Document.

We the undersigned, examined the conditions of contract, specification, special conditions of contract, basic parameters of the proposed scheme and subsequent Addendums for the above-mentioned works. We have examined understood and checked these documents and have ascertained that there is no ambiguity in the employer's requirement. We accordingly offer to complete the work in conformity with such documents for the lumpsum price as given here under.

We agree to take up the work of as per the Employers requirements at an Item Rate Contract basis. The estimated price of the project is

..... (in figures)

..... (in words).

If this offer is accepted we will provide the specified performance security, commence the work within 15 days from the date of issue of letter of acceptance and complete the work within accordance with the above named documents within the period stipulated for completion. We guarantee that the works will then confirm with the performance security included in the RFP.

We understand that you are bound to accept the lowest or any RFP you may receive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

.....

Duly signed by the Authorised Signatory of the Bidder

(Name, Designation, Address and official stamp)

Date: DD/MM/YYYY

8.3 Section 9- Annexure 5 – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

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

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

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

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its 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 Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).

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

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

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Section 10- Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2020>> **Request for Proposal [RFP] for selection of “<<Name of the RFP>>”** (hereinafter called the said 'RFP') to the “Bareilly Smart City Limited”, hereinafter referred to as 'Authority'

And,

WHEREAS, the Bidder is aware and confirms that the Authority's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bid process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bid process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Bid process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete

destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

- 8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date :

Section 11- Annexure 7 - Format for Power of Attorney to Authorize Signatory

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.]

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. (Name and residential address) who is presently employed with us and holding the position of , as our Attorney to do in our name and our behalf all such acts, deeds or things necessary in incidental to submission of our Bid of the Project (name of the Project), including signing and submission of the Bid and all other documents related to the bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other documents, participating in the meetings, responding to queries, submission of information / responses which the Bareilly Smart City Limited may require us to submit and the aforesaid Attorney is further authorized for making representations to the Bareilly Smart City Limited, Bareilly or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with Bareilly Smart City Limited and thereafter till the expiry of the Project Agreement.

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 be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under this RFP.

Signed by the within named..... (Insert the name of the executant company) through the hand of Mr. duly authorized by the Board to issue such Power of Attorney.

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

Signature of Executant

(Name in Block Letters, designation and address of the Executant)

.....

Signature and Stamp of Notary of the place of execution

Common Seal of has been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

WITNESS

Witness 1: Witness 2:

Name Name

Designation Designation

Notes:

- a. *To be executed by all the members individually.*
- b. *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 of the executant affixed in accordance with the required procedure Further, the person whose signatures are to be prescribed on the Power of Attorney shall be duly authorized by the executant(s) in the regard.*
- c. *The person authorized under this Power of Attorney, in the case of the bidding Company / Lead Member being a public company or a private company which is a subsidiary of a public company, in terms of the Companies Act 1956, with a paid up share capital of more than Rupees of Five Crores, should be the Managing Director / whole time director / manager appointed under section 269 of the Companies Act, 1956. In all cases the person authorized should be a director duly authorized by a board of resolution duly passed by the company.*
- d. *Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board Resolution / Power of Attorney, in favour of the person executing the power of Attorney for delegation of power hereunder on behalf of the executant(s).*
- e. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

REQUEST FOR PROPOSAL

Name of the Work: “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance.”

Volume 2: Scope of Work



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)

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1. Volume 2: Section 1-Scope of work

1.1. Introduction

BSCL has planned to take up Internal road development project as a subdivision of major road development project under the project Integrated Urban Infrastructure where all the internal roads of ABD area (Approx. 18 Kms) are to be retrofitted with improvement in the storm water drainage, wherever required, street lighting and way finding along with footpath area and develop the facilities along roadside for pedestrians. All the roads will be provided with better pedestrian pavements, street furniture elements along with ambient lighting feature for the people.

The design of a road affects how successful it is in affecting the urban character of a neighborhood and influence how people use the street and interact with each other on it. The quality of a street and its connections can affect whether people choose to walk or cycle, or take the public transport. It can affect whether people feel safe. Thus the character of the roads in Bareilly needs to be developed in such a way so that along with the functions which it has to perform, other purposes could also be served such as creating interactive neighborhood etc.

1.1.1. Road Nomenclature

The Internal roads of the ABD area is divided in 6 zones:

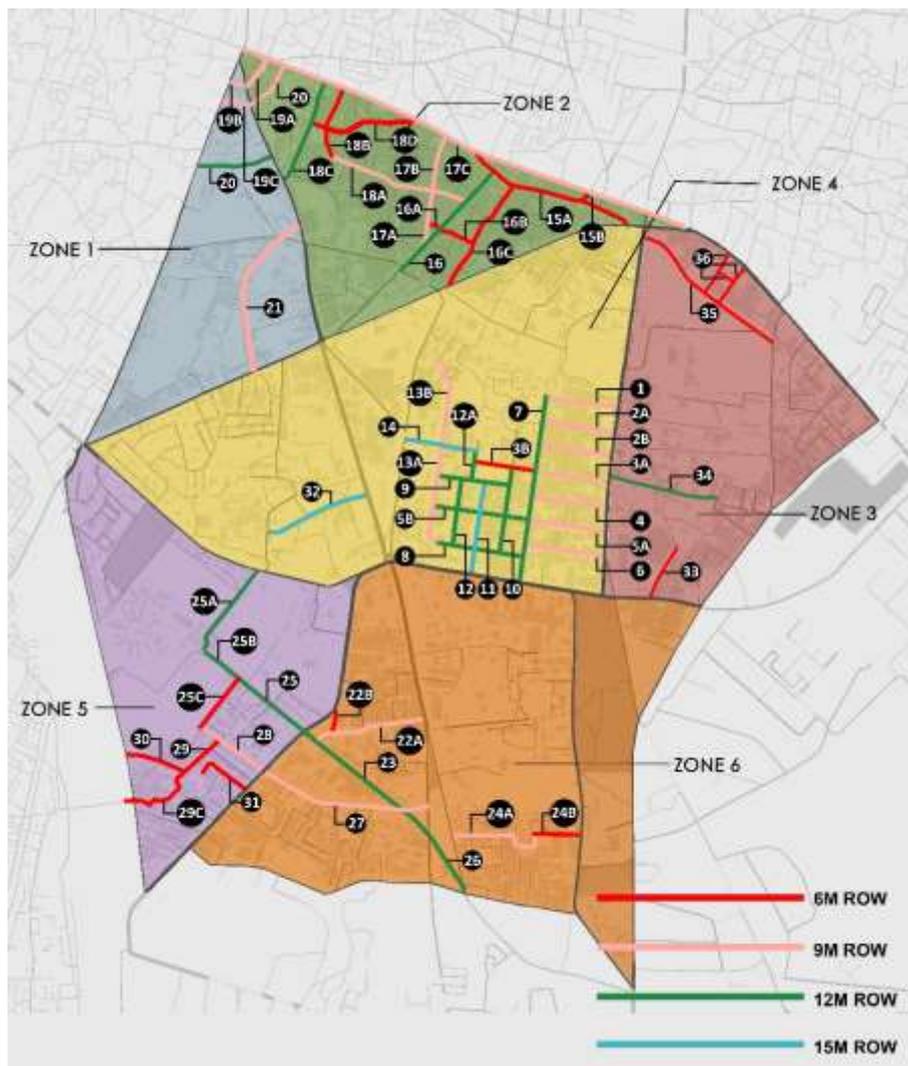


Figure 1 Zoning of the entire Area

1.1.2. Right of Way Variation

The road stretch of 17.91 Km has been surveyed and it has been found that the right of way varies from 6 m to 15m at different sections and thus in order to bring an order in the proposal, all the roads have been classified in the category of 6m, 9m, 12m and 15m road stretches. Understanding right of way is very important along with the functions on each road.

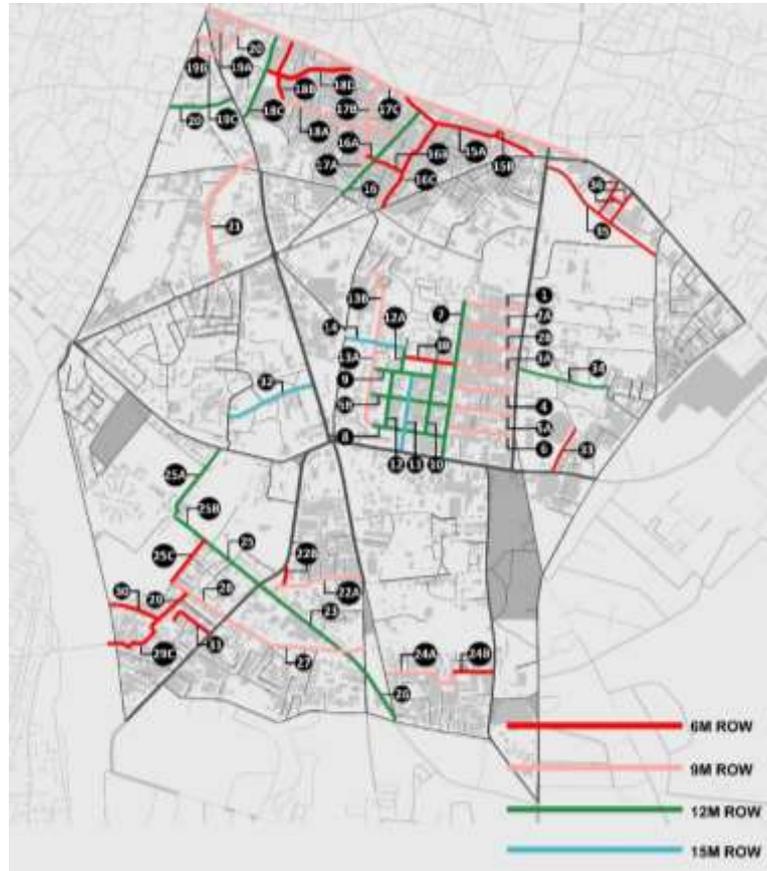


Figure 2 ROW Depiction

1.2. PROJECT OBJECTIVES:

The Main objectives are described below for the internal Road development project of the ABD area in Bareilly city:

- Pedestrian Friendly Pathways,
- Improve carriageway conditions
- Retrofit internal road infrastructure in ABD area of 17.85 km.
- Street lighting & signages
- Storm water Drainage
- Landscaping

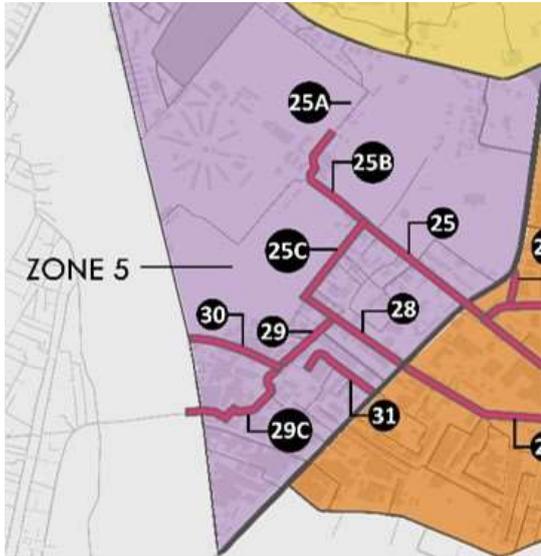
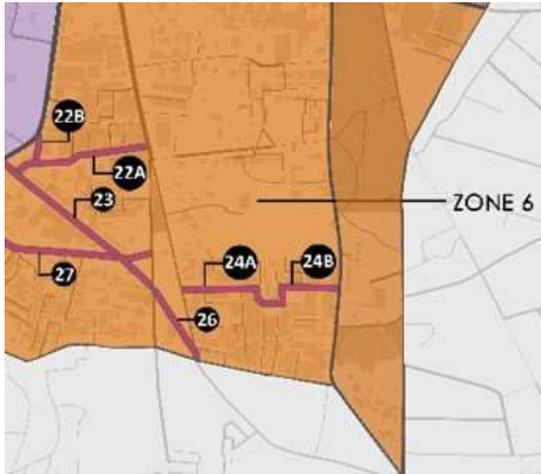
1.3. PROJECT SITE (Phase 1):

The ABD is divided into further zones. For the **Phase 1** selected zones are-

- Zone-5: Kutchery
- Zone-6: Civil Lines

The list of the roads selected for the project and their distance is as given below:

Table 1 List Of Roads

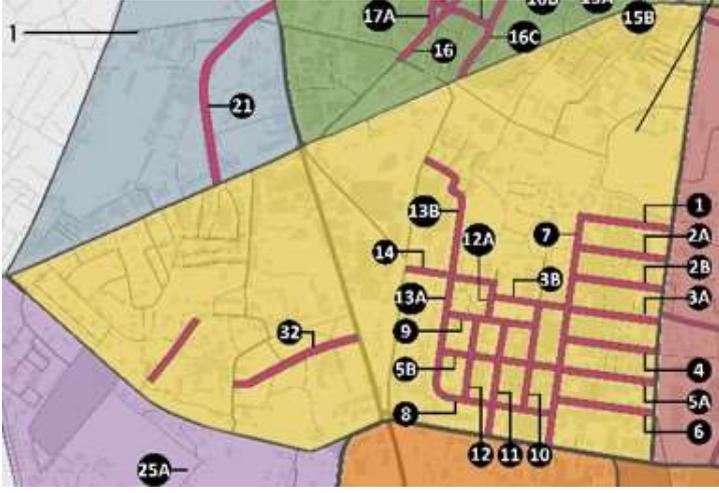
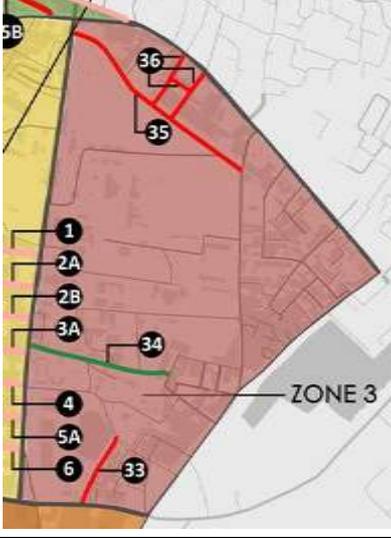
| SL NO | ZONES | ROAD NO | ZONE | LENGTH in km | ROW |
|----------------------|--------|----------|--|--------------|-----|
| 1. | ZONE 5 | ROAD 25 |  | 0.80 | 12 |
| 2. | | ROAD 25A | | 0.22 | 12 |
| 3. | | ROAD 25B | | 0.11 | 12 |
| 4. | | ROAD 25C | | 0.30 | 6 |
| 5. | | ROAD 28 | | 0.15 | 9 |
| 6. | | ROAD 29 | | 0.15 | 6 |
| 7. | | ROAD 29A | | 0.20 | 6 |
| 8. | | ROAD 30 | | 0.21 | 6 |
| 9. | | ROAD 31 | | 0.20 | 9 |
| 10. | ZONE 6 | ROAD 22A |  | 0.45 | 9 |
| 11. | | ROAD 22B | | 0.10 | 15 |
| 12. | | ROAD 23 | | 0.45 | 12 |
| 13. | | ROAD 24A | | 0.15 | 9 |
| 14. | | ROAD 24B | | 0.27 | 6 |
| 15. | | ROAD 26 | | 0.2 | 12 |
| 16. | | ROAD 27 | | 0.55 | 9 |
| Total Stretch | | | | 4.51 | |

1.4. PROJECT SITE (Phase 2):

The ABD is divided into further zones. For the **Phase 2** selected zones are-

- Zone-3: Issai ki Pulia
- Zone-4: Rampur Gardens

The list of the roads selected for the project and their distance is as given below:

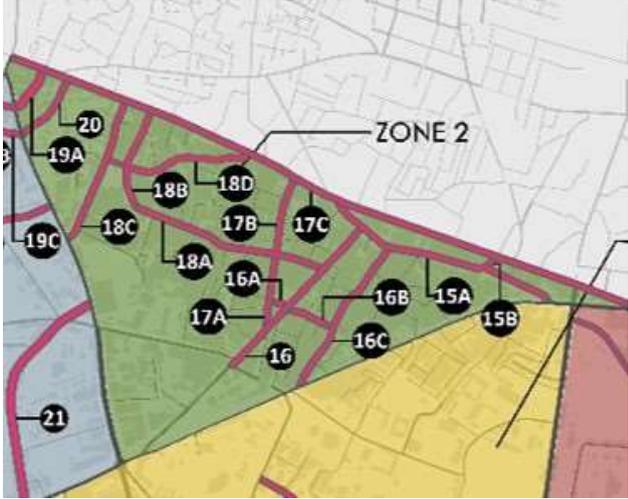
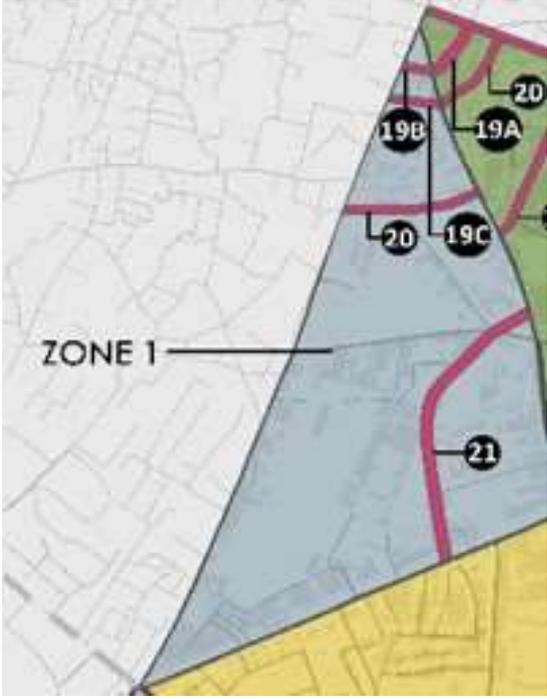
| SL NO | ROAD NO | ZONE | LENGTH in km | ROW | |
|-------|----------|---|---|-------------|----|
| 1 | ROAD 1 |  | 0.23 | 9 | |
| 2 | ROAD -2a | | 0.23 | 9 | |
| 3 | ROAD -2b | | 0.23 | 9 | |
| 4 | ROAD -3a | | 0.24 | 9 | |
| 5 | ROAD 3b | | 0.35 | 6 | |
| 6 | ROAD 4 | | 0.24 | 9 | |
| 7 | ROAD 5a | | 0.26 | 9 | |
| 8 | ROAD 5b | | 0.24 | 12 | |
| 9 | ROAD 6 | | 0.26 | 9 | |
| 10 | ROAD 7 | | 0.6 | 12 | |
| 11 | ROAD 8 | | 0.28 | 12 | |
| 12 | ROAD 9 | | 0.25 | 12 | |
| 13 | ROAD 10 | | 0.3 | 12 | |
| 14 | ROAD 11 | | 0.22 | 15 | |
| 15 | ROAD 12 | | 0.23 | 12 | |
| 16 | ROAD 12a | | 0.09 | 12 | |
| 17 | ROAD 13a | | 0.35 | 15 | |
| 18 | ROAD 13b | | 0.35 | 30 | |
| 19 | ROAD 32 | | 0.3 | 15 | |
| 20 | ROAD 33 | |  | 0.09 | 6 |
| 21 | ROAD 34 | | | 0.3 | 12 |
| 22 | ROAD 35 | | | 0.95 | 6 |
| 23 | ROAD 36 | 0.26 | | 6 | |
| | | Total Stretch | | 6.85 | |

1.5. PROJECT SITE (Phase 3):

The ABD is divided into further zones. For the **Phase 3** selected zones are-

- Zone-1: Naumahalla
- Zone-2: Siklapur

The list of the roads selected for the project and their distance is as given below:

| SL NO | ROAD NO | ZONE | LENGTH in km | ROW |
|----------------------|----------|--|--------------|-----|
| 1 | ROAD 15A |  | 0.55 | 18 |
| 2 | ROAD 15B | | 0.07 | 12 |
| 3 | ROAD 16 | | 0.45 | 15 |
| 4 | ROAD 16A | | 0.02 | 15 |
| 5 | ROAD 16B | | 0.11 | 12 |
| 6 | ROAD 16C | | 0.41 | 15 |
| 7 | ROAD 17A | | 0.16 | 15 |
| 8 | ROAD 17B | | 0.20 | 15 |
| 9 | ROAD 17C | | 1.61 | 9 |
| 10 | ROAD 18A | | 0.45 | 9 |
| 11 | ROAD 18B | | 0.30 | 6 |
| 12 | ROAD 18C | | 0.41 | 12 |
| 13 | ROAD 18D | | 0.40 | 6 |
| 14 | ROAD 19 | | 0.11 | 9 |
| 15 | ROAD 19A | | 0.18 | 9 |
| 16 | ROAD 20 |  | 0.23 | 12 |
| 17 | ROAD 21 | | 0.55 | 9 |
| 18 | ROAD 19B | | 0.08 | 9 |
| 19 | ROAD 19C | | 0.08 | 9 |
| 20 | ROAD 22B | | 0.10 | 15 |
| 21 | ROAD 23 | | 0.45 | 12 |
| 22 | ROAD 24A | | 0.15 | 9 |
| 23 | ROAD 24B | | 0.27 | 6 |
| 24 | ROAD 26 | | 0.2 | 12 |
| 25 | ROAD 27 | 0.55 | 9 | |
| Total Stretch | | | 8.09 | |

1.6. Project timeline

The Bidder shall implement the project of “**Engineering, Procurement & construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance**” in three phases mentioned in RFP. The time line for the project will be of 18 months phases will be implemented as mentioned:

Phase 1 – September 2020 to August 2021

Phase 2 – December 2020 to November 2021

Phase 3 – March 2020 to February 2021

This is a tentative timeline; Bidder shall provide a timeline for implementation after communicating with all line departments.

1.7. Broad Scope (for all 3 Phases) :

The scope of work covered in this tender shall be based on the EPC (Engineering, Procurement & construction) model as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor in this tender. The Work Shall be executed on Preparation of Engineering drawings, Procurement and Construction Basis. Details and drawings given in Tender document is for information purpose only and successful bidder shall undertake confirmatory survey for accuracy and completeness of data (like topographic survey etc.). All the construction of roads, footpaths, street lighting, road safety features, signage, storm water drainage etc. as specified in the tender drawings and specifications and Bill of quantity document shall be in the scope of the successful bidder. The bidder shall obtain all required approvals from the relevant authorities.

| | Phase 1 | Phase 2 | Phase 3 |
|--------|---------|---------|---------|
| Sep-20 | Yellow | | |
| Oct-20 | Yellow | | |
| Nov-20 | Yellow | | |
| Dec-20 | Yellow | Green | |
| Jan-21 | Yellow | Green | |
| Feb-21 | Yellow | Green | |
| Mar-21 | Yellow | Green | Orange |
| Apr-21 | Yellow | Green | Orange |
| May-21 | Yellow | Green | Orange |
| Jun-21 | Yellow | Green | Orange |
| Jul-21 | Yellow | Green | Orange |
| Aug-21 | Yellow | Green | Orange |
| Sep-21 | | Green | Orange |
| Oct-21 | | Green | Orange |
| Nov-21 | | Green | Orange |
| Dec-21 | | | Orange |
| Jan-22 | | | Orange |
| Feb-22 | | | Orange |

Statutory and other charges for getting various required approvals shall be paid by BSCL, however, all incidental charges and liaisoning work for obtaining the approvals shall be in scope of successful Bidder. The quantities of various items as entered in the “BILL OF QUANTITIES” are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per conditions of contract.

1.7.1. PROJECT COMPONENTS:

A. Roads

- Bitumen Top Layer
- CC Road repairing
- Roads Markings

B. Footpath

C. Drain

- Storm Water Drain (Wherever Existing Is Missing)
- RCC Covers for Drains
- Culverts
- Man Holes

D. Electrical

- Street Light

E. Landscaping Features

F. Street Furniture

- Dustbins
- Signage

1.7.1.1. Roads

ROAD MARKINGS

Road Marking is an essential element which is required for improving efficiency of the streets. It shall be applied only where required as per the survey. Markings should strictly adhere to:

- **IRC 35 – 1997 for road markings**
- **MoUD IUT Code of Practice for Road markings**

Road Markings are done in following way:

- Line – Center line, Dotted line, Stop line etc.
- **Paint Markings:** Paints used for road markings should be hot applied Thermoplastic paints instead of ordinary paints, for better visibility and long life. Visibility at nights is improved by the use of minute glass beads embedded in the pavement marking material to produce a retro reflective surface.

1.7.1.2. Pavement

FOOTPATHS (SIDEWALKS)

The Footpath / sidewalks have been proposed in all the roads.

DESIGN RECOMMENDATIONS:

- **Width of the footpaths:** It is to be determined based on the street hierarchy and ROW, land use and as per the universal accessibility design.
- **Provision of at least 1.8 m clear width of unobstructed walking zone (If applicable):** All such elements like trees, street lights and street furniture should be placed wherever required.
- **Height of footpath:** Footpath will not be raised above carriageway and will be separated only by the material. It will be designed at the same level as that of road.

1.7.1.3. Storm Water Drain

Bidder shall provide Storm water drain alongside the plot line. New Storm water drain shall be made wherever the existing stretch was missing to cater to the surface runoff of the road carriageway. However, the existing drain shall be retained in its current state such that its carrying capacity is complimented by the new drain. New drain shall be laid with the cross-section same as the existing one. This will help curb the water logging issues in the city area as well as provide a passage for rain water/surface water to be joined with the larger drains. The drains from these internal roads will join the drain on the major (arterial) roads.

Roads where the existing drain is estimated to be enough to cater to the needs, the new drain is not planned and the surface run-off is connected to existing drain. Existing drain wherever left uncovered shall be provided with RCC drain cover.

1.7.1.4. Street Light

Street lighting shall be provided such that the longitudinal dimension is equivalent to three times the pole height, and horizontal dimension is slightly longer than the pole. The table below indicated pole height and spacing option. The spacing between two light poles shall be approximately two to three times the height of the pole.

| Street Type | Pole height (m) | Spacing (m) |
|-----------------------|-----------------|-------------|
| Footpath (< 5m width) | 4.5 | 15 |

- To preserve longitudinal uniformity, the space-height ratio should generally be greater than 3.
- Lighting should be designed to ensure that both the vehicular carriageway and pedestrian are sufficiently illuminated.
- Connection for the lighting shall have to done by the Bidder and no extra cost shall be paid by the BSCL

1.7.1.5. Landscaping

- Footpaths on roads with ROW more than 9m shall have a continuous tree line to provide shade and improve the aesthetic of the streetscape.
- Placement of landscaping shall be coordinated with other street amenities (especially dustbins and utility boxes) to maintain a clear path of travel for pedestrians so as to not obstruct their through movement.
- Height of trees shall be maintained so that it does not hinder the visibility of all road
- All trees will be protected with tree pits/grates that allow maximum soil exposure enabling water and air to get to the roots.
- Tree pits, with a minimum dimension of 1m x1m, shall be provided to accommodate the growth of root structures as tree matures.

EXISTING TREES ON CARRIAGEWAY

At some locations where existing trees occupy space on carriageway, they need to be highlighted with chevron road marking so that they are visible at night.

1.7.1.6. Street Furniture

TRASH BINS

- Size of trash bins should be such that it does not occupy more than 2sq.m of space of any street.
- Trash bins should be located ideally on the green zone or within verge between carriageway and footpath.
- Design of trash bins should be such that it conceals the litter bags, is covered and facilitates easy removal of litter and cleaning of bins.
- It is recommended to provide for separate bins for segregating the wet waste and recyclable waste.
- Trash bins should be placed near all transit stations, parking areas and junctions.
- If there are any existing bins on the road stretch the same shall be shifted to desired locations in the city such that the existing infrastructure.

1.8. Specification

| SI .NO | Specification for Items |
|----------|---|
| 1 | CONSTRUCTION OF NEW DRAIN |
| | Earthwork in excavation for structures as per drawing and technical specifications clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious materials and disposal up to a lead of 50 m, dressing of sides and bottom and back filling in trenches with excavated suitable material. (Including Royalty) |
| | Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days. |
| | Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days. |
| | Supplying fitting and placing TMT bar reinforcement in substructure complete as per drawing and Technical Specifications clauses 1002, 1010 and 1202 |
| | Grating (Size: 250x150mm) |
| | Supplying, fitting and placing HYSD bar reinforcement (Fe 415) in substructure complete as per drawings and technical specification Clauses 1002, 1005, 1010 & 1202 Grating size 450x150 for water inlet. (SI.No. 502) |
| | MS Angle Size 25x25x5 |
| | MS Flats size 20x4 |
| | |
| 2 | DRAIN COVER: |
| | Providing and laying reinforced cement concrete in substructure as per drawing and technical specifications Clauses 800, 1205.4 and 1205.5 (M-25) |
| | Supplying fitting and placing TMT bar reinforcement in substructure complete as per drawing and Technical Specifications clauses 1002, 1010 and 1202 |
| | |
| | PAVERS |
| 3 | Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days. |
| 4 | Granular Sub-Base with coarse Graded material (Table 400-2) Construction of granular sub-base by providing coarse graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting with vibratory roller to achieve the desired density, complete as per clause 401 |
| 5 | Providing and laying factory made 80 mm thick interlocking Cement Concrete tiles (30 mpa) including 25 mm thick compacted bed of fine sand compacting and proper embedding /laying of interlocking tiles leveling and dressing of surface and including labour and T&P etc. but excluding of all material, labour T&P etc. required for proper completion of work as directed by engineer in charge |
| | Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge. |
| | Laying old cement concrete interlocking paver blocks of any design/ shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineering-in-charge. (Old CC paver blocks shall be supplied by the department free of cost). |

| | |
|----|--|
| | ROAD |
| 6 | Dismantling of flexible pavement (bituminous courses) by mechanical means and disposal of dismantled material up to a lead of 1 kilometre, as per direction of Engineer-in-charge. |
| 7 | Providing and laying tack coat with bitumen VG-10 using bitumen pressure distributor at the rate of 0.30 Kg. Per sqm on the prepared bitumenous surface cleaned with mechanical broom. |
| 8 | Providing and laying bituminous concrete with 60-90 TPH batch type hot mix plant producing an average output of 75 tonne per hour using crushed aggregates of specified grading, premixed with bituminous binder VG-30 @ 5.4 percent of mix and filler, transporting the hot mix to work site, laying with a hydristatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications clause 509 complete in all respects. |
| 9 | Painting road surface marking with adequate nos of coats to give uniform finish with ready mixed road marking paint conforming to IS : 164, on bituminous surface in white/yellow shade, including cleaning the surface of all dirt, scales, oil, grease and foreign material etc. complete. |
| | New work (Two or more coats) |
| | Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction & longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately). Note:- Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately. |
| | Cement concrete prepared with batch mixing machine |
| | |
| | MISCELLANEOUS |
| | DUSTBIN |
| 10 | Fabrication and supply and installation of Pole Mounted Double Dustbin made with stainless steel 304 grade, both dustbin having the height 825mm & Outer Dia 375 mm with 1.2mm thk sheet. All around diamond shaped laser cut perforations, both dustbin shall be Mounted with connector rods on 75mm outer dia pole with 150 mm outer dai base plate have 3nos of hole for fixing on floor. (Note: Installation, J Bolt/ Fastner as per approved make & Civil/CC Footing work shall be included approved Makes :kich, ozone,Mofna Industries. |
| 11 | Fabrication and installation of MS powder coated "U Shape" Dual Unit dustbins Internal Size- 325mm x 250mm x 500mm (H) Bin shall be made of 25x50mm section tube as an vertical support & 1.5mm thick MS sheet with laser cut perforation on vertical sides. Perforation on bottom base plate. Bin shall be powder coated of minimum grade of 60 micron. Provision for fixed with fastener on Pre-cast concrete block. vendor must have the own powder coating facility & submit the proof along with bid. (Note: Installation, J Bolt/ Fastner as per approved make & Civil/CC Footing work included approved makes :kich, ozone, |
| | SIGNAGE |
| 12 | Providing Retro-reflective regulatory sign board of size 900 mm dia meter made out of 2 mm thick aluminium sheet, face to be fully covered with high intensity encapsulated lens type retro - reflective sheeting as approved by Engineer-in-charge. Letter, symbols, borders etc. will be as per IRC - 67 with required colour scheme on the boards and with the high intensity grade A. The aluminium sheet to be riveted to M.S. frame of angle iron of size 40x40x4 mm. The boards will be fixed to 1 No. 50x50 mm square post made of M.S. angle 50x50x4 mm, 4 m long welded to the frame with adequate anti-theft arrangement .Sheet work to be painted with two or more coats of |

| | |
|-----------|---|
| | synthetic enamel paint over an under coat (primer) and back side of aluminium sheet to be painted with two or more coats of epoxy paint including appropriate priming coat complete in all respects as per direction of Engineer-in-charge. |
| | STREET LIGHTS |
| 13 | Supply & fixing of 4.5 mtr GI Octagonal Pole of approved make (top dia 70mm, Bottom dia 130mm and base plate 12mm thik) having 3mm thickness with Double arm bracket (1 Mtr length) on RCC foundation including the cost of foundation, foundation bolts, excavation & back filling and Required T&P complete in all respect. |
| 14 | Supply and fixing of LED Street light Fitting having die cast aluminium body and diffuser with driver set suitable for 30Watt. to 40 Watt. Confirming to IP 65 and above protection complete in all respect |

1.8.1. Staff Requirement for Supervision during Implementation:

Bidder shall provide adequate number of personnel, each responsible for a specific role within the project. Bidder shall provide clear definition of the role and responsibility of each individual personnel.

Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. Bidder has to provide the list of proposed Resources for the Project. Any changes in Resource deployment will have to be approved by the Authority.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, Bidder shall independently estimate the teams size required to meet the requirements as per scope of this RFP.

All proposed positions shall be Onsite throughout the entire project implementation phase.

| Sr. No. | Position | Qualification | Experience of execution of similar works |
|---------|-------------------------|----------------------|---|
| 1 | Project Manager (1 Nos) | B.E./B.Tech. Civil | 7 Years' experience of Project Management |
| 2 | Site Engineer (2 Nos) | B.E./B.tech. Civil | 5 Years |
| 3 | Site Supervisor (6 Nos) | ITI or Diploma Civil | 3 years |
| 4 | Surveyor (1 Nos) | ITI or Diploma Civil | 3 years |

Manpower plan for Implementation Phase to be provided as per format provided in Section 7.5

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Construction and maintenance phase of the Project as provided in the format Section 7.5

Any additional or support manpower shall be estimated and should be accounted for in the financial proposal by the selected bidder, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met.

1.8.2. 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.

1.8.3. Operation and Maintenance Specifications

The Operation and Maintenance including defect liability for this work is 48 months. The operation and maintenance period will start as soon as the defect liability period is completed. During this period, any damage, breakage, theft or loss in the works executed shall be borne by the contractor only and it shall be the responsibility of the contractor to clean the area and furniture, tree/shrub cutting, etc. at an acceptable serviceability level as directed by the Engineer in charge.

For this period Contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer develop defects, require maintenance, up gradation, replace for maintaining the works at satisfactory level.

To the extent that the works and each part thereof shall at or as soon as practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer. The Contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the Contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiry of the period. All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or to the neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the contract. If the Contractor fails to do any such work as entitled to carry out such work in which the Contractor should have carried out at the Contractor's own cost, the Engineer shall be entitled to recover from the Contractor the cost thereof or may deduct the same from the moneys that become due to the Contractor. Notwithstanding the aforesaid, if the Contractor remains in default, one calendar month after the Engineer has given written instructions in writing, plus overhead expenses of such works as have been necessary to rectify the Contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works.

During the operation and maintenance period contractor shall be responsible maintaining the Traffic junction. However, resurfacing the road is not part of his maintenance work. For any issue observed in the work, the contractor shall provide materials and staff to rectify the issue within 24-48 hours.

The basic Manpower required is as mentioned below;

1.8.3.1. Staff Requirement during O & M period

| S.No. | Technical Personnel | Number | Experience in Road Works |
|-------|--|--------|--------------------------|
| 1. | Site Engineer – BE/B.Tech Civil | 1 | At least 5 years |
| 2. | Skilled Labour – Gardener, electrician etc | 4 | |
| 3. | Unskilled Labour | 4 | |
| 4. | Sweeper/Cleaner | 12 | |

Note: This table shows the minimum manpower to be kept during the O & M Period. Further Manpower and materials shall be arranged by the contractor immediately within 24 hours to sort out any damage / maintenance issue during the O & M period.

1.8.3.2. Roads and Public Realm Operation and Maintenance

O & M activities covered under the project include the following points:

Landscape maintenance

- During the establishment period all trees and shrubs shall be watered by thorough deep watering at regular intervals.
- All dead trees shall be replaced by same tree species and with same height trees as a healthy one.
- It is to be ensured that the trees and plants after being planted do not get damaged or deteriorate due to the construction works carried out on the site.
- Prune trees and shrubs during the dormant season to facilitate proper growth and sight lines for vehicles and pedestrians.
- Keep basins and planting areas free of weeds. Remove weeds manually or by torch. Use broadcast herbicides only as a last resort and use approved natural herbicides. Avoid application of fertilizer if rain is expected.
- Do not leave leaves, twigs, chips, or other debris in the gutter or paved shoulder.

Street/Road Repair and Maintenance

a) Asphalt/concrete removal

- Schedule asphalt and concrete removal activities for dry weather.
- After breaking up old pavement, sweep up materials thoroughly to avoid contact with rainfall and storm water runoff. Recycle as much material as possible, and properly dispose of non-recyclable materials.

b) Concrete installation and replacement

- Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Store dry and wet materials under cover, protected from rainfall and runoff.
- Wash out concrete transit mixers only in designated wash-out areas where the water will flow into drums or settling ponds or onto dirt or stockpiles of aggregate base or sand.
- Whenever possible, return left-over materials in the mixer barrel to the yard for recycling.
- Dispose of small amounts of excess concrete, grout, and mortar in the trash.

c) Patching, resurfacing, and surface sealing

- Stockpile materials away from streets, gutter areas, storm drain inlets or watercourses. During wet weather, cover stockpiles with plastic tarps or berm around them if necessary, to prevent transport of materials in runoff.
- Pre-heat, transfer or load hot bituminous material away from drainage systems or watercourses. Cover and seal nearby storm drain inlets and manholes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealants has drained or evaporated. Clean any collected materials from these covered manholes and drains for proper disposal.

After the job is complete, remove stockpiles (asphalt materials, sand, etc.) as soon as possible.

Signing and striping

- All signage should be checked regularly for any damage.
- The damaged sign boards should be immediately replaced to avoid inconvenience of the users.
- Road markings should be repainted if necessary.

Equipment cleaning, maintenance, and storage

- Clean equipment including sprayers, sprayer paint supply lines, patch and paving equipment, and mud-jacking equipment at the end of each day. Conduct cleaning at a corporation or maintenance yard if possible. Use proper collection methods for the cleaning solution and recycle or dispose of waste materials at an approved hazardous waste facility.

Street/Road/Sidewalk Sweeping and Cleaning

a) Sweeping timing and frequency

- Define the street sweeping program, and set priorities for sweeping frequency based on factors such as traffic volume, land use and get it approved by PMC.
- Establish and maintain a consistent sweeping schedule.
- Establish and implement a record-keeping system to evaluate the effectiveness of the sweeping program.

b) Observations of material accumulation

- Sweeping equipment operation and selection
- Ensure the equipment operators are operating according to manufacturer's recommendations.
- Maintain equipment in good condition and purchase replacement equipment as needed.

c) Other measures to improve sweeping efficiency

Require operators to report trees or other obstructions interfering with street cleaning.

Litter Control

- Post "No Littering" signs where needed and enforce anti-littering laws.
- Provide an adequate number of litter receptacles in commercial areas and other litter-source areas.
- Empty litter receptacles on a frequent enough basis to prevent spillage. Encourage public education efforts to include an anti-littering message.

1.9. General Conditions for bidders

- Contractors are requested to visit the site prior to filing/submission and undertake self-assessment of all the necessary works as per the specification and plans including all attributes/matters related for completion of this project.
- The Contractor is to seek clarification prior to the submission date (where necessary), to have clarity of all the activities required to be carried out for a successful and timely completion of this project and the works which shall be carried out by the successful contractor.
- The contractor shall furnish all labour, material, tools and equipment necessary to complete the works as indicated or inferred in the supporting drawing package. Any item not specifically shown in the drawings or specified, but normally required to conform to the required outcome or such intent, should be considered part of the work unless identified by the contractor prior to commencement of works. The contractor shall include and price for such item in the BOQ accordingly.
- The works shall be completed within the scheduled time unless otherwise approved by the Client or its representatives and shall be certified by the Employer upon Practical Completion.
- The contractor shall submit for approval within 7 days of the issue of Letter of Award, his proposed Work Programme based on the criteria of the overall schedule of works, showing the intended sequences, stages and order of proceeding with the works together with the period of time he has estimated for each and every stage of the progress including the resources and plant required.
- The successful bidder shall undertake confirmatory survey for accuracy and completeness of data prior to commencing the site works. The drawings provided with this document are also available in CAD and Bidders can collect the same, (if required) from the Employer. It is in scope of successful Bidder to undertake all relevant Site surveys, obtaining all required approvals from the relevant regulatory authorities, Prepare and submit maintenance manual to client for approval at least 4 weeks before start of post construction maintenance period. Key tasks/deliverables by the Contractor include:

The contractor should submit a detailed timeline for scope of work to be carried out including details of the man power deployment for the projects prior to commencing the works for approval by the Employer.

- The Employer or his representatives will supervise and monitor the progress of construction phase and Contractor shall provide necessary coordination.
- Procurement programme indicating purchasing and dispatch of materials as per the implementation timelines. Shall also provide the supporting evidence for all the items delivered to the site and take possession of said items.
- The Bidder shall provide one office for the client which includes Furniture, Almirah, AC, Fan, Lights etc. and all the logistics for the site survey etc.
- Preparation and submission of periodical progress report for all the stages on a weekly basis. The Contractor must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.

Note: If work item is not detailed under Indian Standards, appointed contractor should refer to relevant international standard (BS or equivalent). This should be approved by Employer prior to commencing any works on site;

Section 2 Relevant IS Codes

Standards and Specifications of following project components are given in this section;

- List of codes that have been/to be referred For the project are:
- IRC:103:2012: Guidelines of Pedestrian facilities
- IRC:86:2018 : Geometric Designs of Urban Roads and streets
- IRC 106:1990: Guidelines of Capacity OF Roads For Urban areas in Plains
- IRC 35:1997: Code of practice for Road Markings
- IRC:SP :63: Concrete Block Pavement
- IRC:SP :042:Guidelines on Road Drainage
- IRC SP 086: 2010: Guidelines for Selection, Operation and Maintenance of Paver Finishers
- IRC SP 085: Guidelines for Variable Message Signs
- Schedule of Rates:
 1. UPPWD 2018 : Civil Codes
 2. Delhi Schedule of Rates 2018

2. Section 3: Repair / Rectification of Defects and Deficiencies during Defect Liability Period

The Contractor shall repair and rectify the Defects and deficiencies specified here

2.1. Architectural, Civil maintenance

- 1.1 Any break down of door / window / hatch accessories should be replaced / rectified within 24 hours.
- 1.2 Any breakage of flooring, false ceiling, peeling of paint should be rectified in 48 hours.
- 1.3 Any damage to External stone cladding, flooring, paving, hardscape, façade etc. shall be rectified within 48 hours.
- 1.4 Any crack / peeling of Plaster shall be repaired within 48 hrs
- 1.5 Any water leak in building shall be stopped with 2 hrs and suitable rectification process undertaken.
- 1.6 Housekeeping services for common utility areas for SCHs Promotion Centre building and connecting street / corridor.

2.2. Landscape

- 1.7 Any non-surviving/ unhealthy saplings should be replaced within 48 hours.
- 1.8 Trees uprooted / damaged should be removed within 8 hours and replaced in one week time.
- 1.9 Blockages/ leakages / damages in Irrigation System, Water Features Including Filtration System should be made good in 24 hours.
- 1.10 Any Hardscape / signage damage shall be repaired within 24 hrs.

2.3. Electrical

- 1.11 Any Electrical equipment / Apparatus/ cables, etc. shall be restored within two hours in case of minor faults and within eight hours in case of major faults.
- 1.12 Faulty lighting fixtures should be rectified within six hours.
- 1.13 Essential spares to be available for immediate repairs.

2.4. Plumbing

- 1.14 Pumps-Minor repair shall be rectified within 4hrs and major repair (motor/bearing failure) shall be rectified within 8 hours.
- 1.15 Piping /valve /traps /fittings /Taps Leakages-Shall be rectified/replaced within 2 hrs.
- 1.16 Instruments like gauges/sensors-Shall be rectified/replaced within 2 hrs.
- 1.17 Any damage to sanitary ceramic fixtures or CP fittings shall be replaced or rectified within 24 hours.
- 1.18 Essential spares to be available for immediate repair.

2.5. Surveillance

- 1.19 Any damage breakage of any apparatus, equipment, sensors and system in general should not remain non-functional for more than two hour.
- 1.20 Essential spares to be available for immediate repair.

3. Section 4 -Applicable Permits

3.1. Applicable Permits

- The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits, clearance or approvals required under Applicable laws.

3.2. Local Development Authority

- Commencement Certificate, Intermediate Certificates, Occupancy Certificate and Completion Certificate from local municipal body or designated authority for the site.

3.3. Civil & Structures

- Water Connection from Public Health Engineering Department (State).
- Provision and permit for connection to proposed municipal sewage collection system at directed location from local municipal body.
- Project Clearance from General Inspectorate for Emergency Situations.
- Project Clearance from the Solid Waste Management Authority.

3.4. Electrical

- Incoming Power Supply (Main and temporary): State electricity board or power supply authority.
- Substation & Elevators & Solar PV system: CEIG (chief electrical inspector to government) / local statutory authority / PWD
- License to Operate the Elevators from Ministry of Labour or relevant authority.

3.5. Fire Fighting

- Preliminary approval from Chief Fire Officer prior to construction and final approval on completion of project.

3.6. Security

- Fire Detection & Alarm System - Compliance with IS: 2189:1988, BIS: 15908 standards and certification from the Regional Fire Officer / Chief Fire Officer.
- If any hazardous waste is generated from the facility like used D Goil, used batteries etc., the same should be handed over to only SPCB approved agencies for handling hazardous waste.

4. Section 5-Tests on Completion

- 4.1. Schedule for Tests likely completion of construction, notify the Employer's Engineer and the Employer of its intent to subject the project components to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Employer'
- 4.2. The Contractor shall, no later than 30 (thirty) days prior to the s Engineer and the Employer detailed inventory and particulars of all works and equipment forming part of Works.
 - 4.2.1 The Contractor shall notify the Employer's Engineer of its readiness to subject the project components to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Employer's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Employer who may designate its representative to witness the Tests. The Employer's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted
- 4.3. Tests
 - 4.3.1 **Landscape / softscape works:** Visual and physical check for softscape works, plants & saplings, lawns, shrubs, irrigation system including sprinklers & drip irrigation, fountains, water circulation and filtration system, etc., including performance verification.
 - 4.3.2 **Civil and Hardscape works:** Visual check of construction to determine that all civil, structural and hardscape works conform to the provisions of this Agreement. Physical test if required by the client.
 - 4.3.3 **Electrical:** Visual and physical and commissioning test for HT and LT panels, Dry type transformers, UPS, DG set, DC System, busducts, rising mains, distribution boards, power & control cables, elevators, solar PV panels, lighting DB's, switches & sockets, safety features, luminaires / lighting fixtures, street lighting and pole, power supply, grounding, communication between luminaire to control panel and central control system, etc. including performance verification.
- 4.4 **Fire Protection System:** Visual and physical and commissioning test for complete firefighting system equipment's, internal & external hydrants, sprinklers, electric & diesel engine pumps, portable fire extinguishers, etc., including performance verification.
- 4.5 **Plumbing & Drainage:** Visual and physical and commissioning test for Plumbing & drainage system including water pressure, faucets & valves, sanitary fittings, flush tanks, urinals, faucet & urinal, leakages, etc. including performance verification.

5. Annexure 10: Tender Drawing Set

The typical schematic sections for Different ROWs are as follows:

- 6M
- 9M
- 12M
- 15M

Length of Pavement Details

| Zone | bitumen Road | Paver | CC road |
|--------------|--------------|-------------|-------------|
| Zone I | 0.83 | 0.83 | - |
| Zone II | 5.23 | 3.58 | - |
| Zone III | 1.51 | 0.39 | 0.95 |
| Zone IV | 4.37 | 0.93 | - |
| Zone V | 2.59 | 2.18 | - |
| Zone VI | 1.67 | 1.4 | - |
| Total | 16.2 | 9.31 | 0.95 |

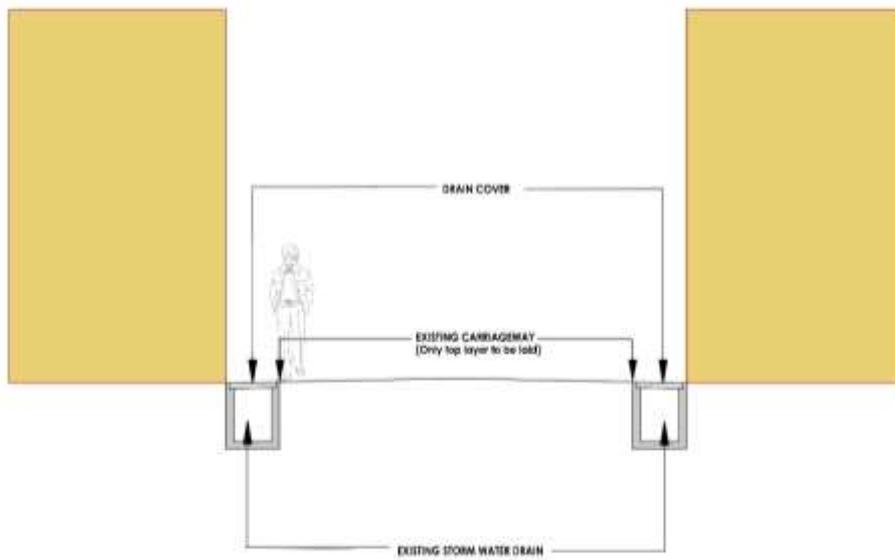


Figure 3: 6M ROW TYPICAL SECTION

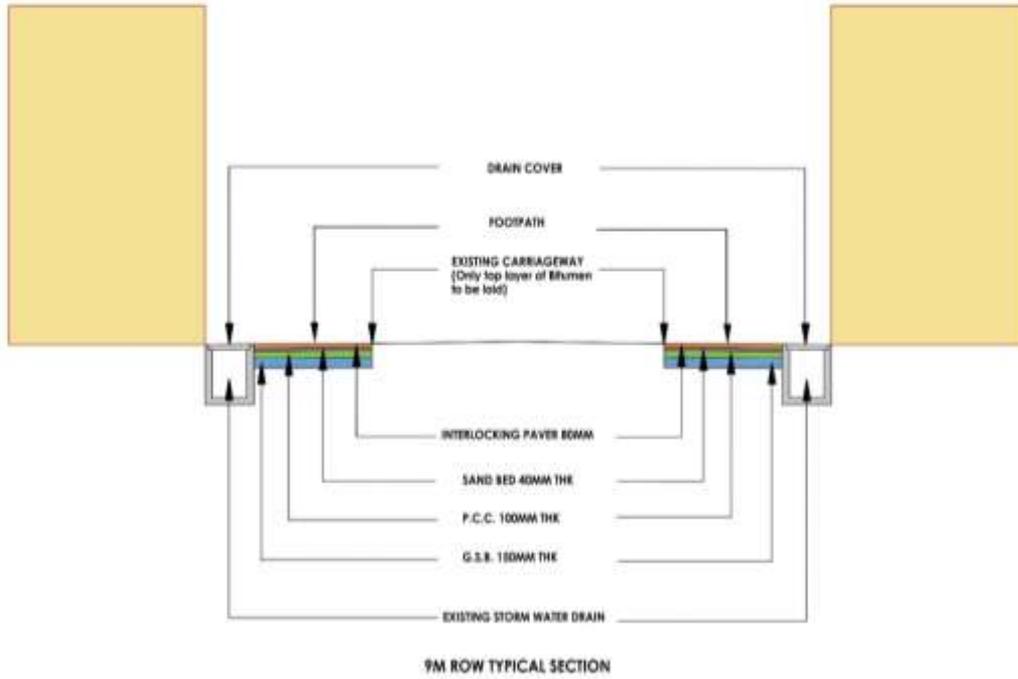


Figure 4 9M ROW TYPICAL SECTION

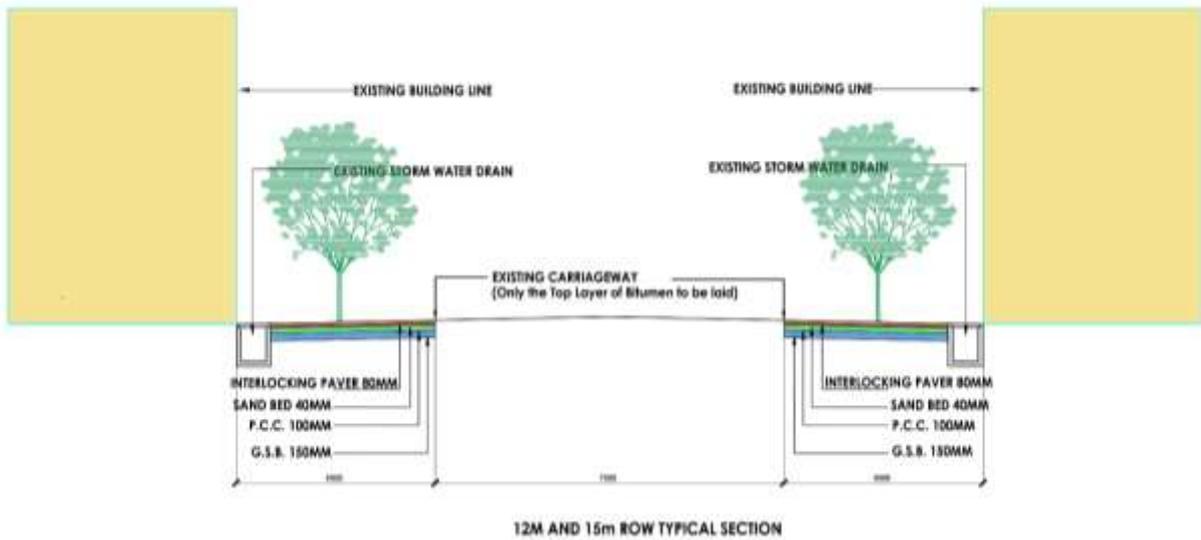


Figure 5 12M AND 15M ROW TYPICAL SECTION

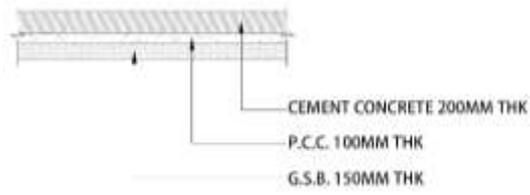


Figure 6 TYPICAL SECTION FOR CC ROAD CONSTRUCTION

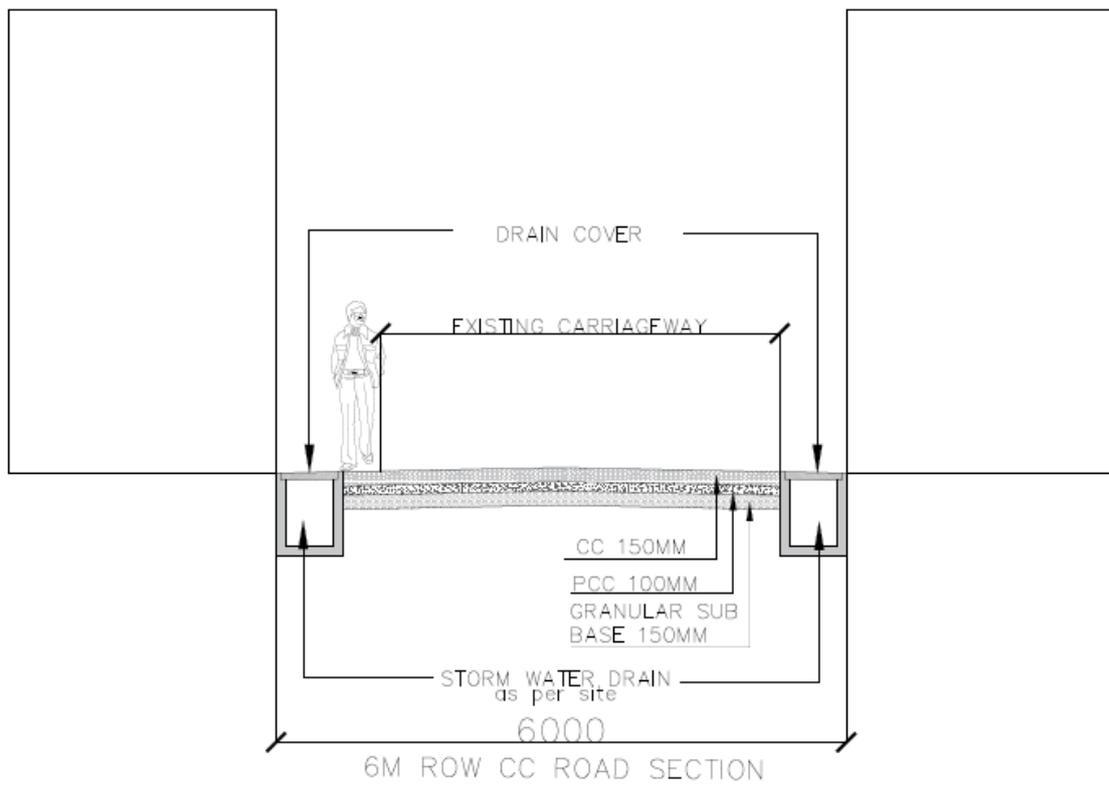


Figure 7 TYPICAL CROSS SECTION FOR CC ROAD CONSTRUCTION

REQUEST FOR PROPOSAL

Name of the Work: “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”



Volume 3: Conditions of Contract and Contract Forms

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



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Volume 3: Conditions of Contract and Contract Forms

1.1. General Conditions of Contract

1.1.1. General

| | |
|-----------------------|--|
| 1. Definitions | <p>1.1. Boldface type is used to identify defined terms.</p> <p>a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>b) The Activity Schedule is a schedule of the activities comprising the Supplying, Erection, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>c) The Adjudicator is the person appointed jointly by the Employer and the Implementing Agency to resolve disputes in the first instance, as provided for in GCC23.</p> <p>d) Gol means Government of India</p> <p>e) Activity schedule means the Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates forming part of the Bid.</p> <p>f) Compensation Events are those defined in GCC hereunder.</p> <p>g) The Completion Date is the date of completion of the Works as certified by the Project Manager.</p> <p>h) The Contract is the Contract between the Employer and the Implementing Agency to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub- Clause 2.6 below.</p> <p>i) The Implementing Agency is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>j) The Implementing Agency's Bid is the completed bidding document submitted by the Implementing Agency to the Employer.</p> <p>k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>l) Days are calendar days; months are calendar months.</p> <p>m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Implementing Agency.</p> <p>o) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.</p> <p>p) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer</p> |
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| | <p>in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>q) The Employer is the party who employs the Implementing Agency to carry out the Works, as specified in the PCC.</p> <p>r) Equipment is the Implementing Agency’s machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>s) “In writing” or “written” means hand-written, type- written, printed or electronically made, and resulting in a permanent record;</p> <p>t) The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.</p> <p>u) The Intended Completion Date is the date on which it is intended that the Implementing Agency shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>v) Materials are all supplies, including consumables, used by the Implementing Agency for incorporation in the Works.</p> <p>w) The Project Manager is the person named in the PCC (or any other competent person appointed by the employer and notified to the Implementing Agency, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>x) PCC means Particular Conditions of Contract.</p> <p>y) The Site is the area defined as such in the PCC.</p> <p>z) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>aa) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>bb) The Start Date is given in the PCC. It is the latest date when the Implementing Agency shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>cc) A Sub-Implementing Agency is a person or corporate body who has a Contract with the Implementing Agency to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>dd) Temporary Works are works designed, constructed, installed, and removed by the Implementing Agency that are needed for construction or installation of the Works.</p> <p>ee) A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>ff) The Works are what the Contract requires the Implementing Agency to construct, install, and turn over to the Employer, as defined in the PCC.</p> |
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| <p>2. Interpretation</p> | <p>If the context so requires it, singular means plural and vice versa</p> <p>2.1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2. If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3. Entire Agreement: The Contract constitutes the entire agreement between Authority and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>2.4. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>2.5. Severability : If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p> <p>2.6. The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) Agreement, (b) Letter of Acceptance, (c) Implementing Agency's Bid, (d) Particular Conditions of Contract, (e) General Conditions of Contract, including Appendix, (f) Specifications, (g) Drawings, (h) Activity schedule, (i) Any other document listed in the PCC as forming part of the Contract. |
| <p>3. Language and Law</p> | <p>3.1. The language of the Contract and the law governing the Contract are stated in the PCC</p> |
| <p>4. Project Manager's Decisions</p> | <p>4.1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Implementing Agency in the role representing the Employer.</p> |
| <p>5. Delegation</p> | <p>5.1. Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Implementing Agency, and may revoke any delegation after notifying the Implementing Agency.</p> |
| <p>6. Communications</p> | <p>6.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be</p> |

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| | effective only when it is delivered. |
| 7. Subcontracting | 7.1. The Implementing Agency may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Implementing Agency's obligations. |
| 8. Other Implementing Agency | 8.1. The Implementing Agency shall cooperate and share the Site with other Implementing Agency, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Implementing Agency, as referred to in the PCC. The Implementing Agency shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Implementing Agency, and shall notify the Implementing Agency of any such modification. |
| 9. Personnel and Equipment | <p>9.1. The Implementing Agency shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2. If the Project Manager asks the Implementing Agency to remove a person who is a member of the Implementing Agency's staff or work force, stating the reasons, the Implementing Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>9.3. If the Employer, Project Manager or Implementing Agency determines, that any employee of the Implementing Agency be determined to have engaged in or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p> |
| 10. Employer's and Implementing Agency's Risks | 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Implementing Agency carries the risks which this Contract states are Implementing Agency's risks. |
| 11. Employer's Risks | <p>11.1. From the Start Date until the Defects Liability Certificate has been issued and then during the Maintenance Period , the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Implementing Agency. (b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>11.2. From the Completion Date until the Defects Liability Certificate has been issued and then during the Maintenance Period, the risk of loss of</p> |

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| | <p>or damage to the Works, and Materials is an Employer’s risk except loss or damage due to</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer’s risk, or (c) The activities of the Implementing Agency on the Site after the Completion Date. |
| 12. Implementing Agency’s Risks | <p>12.1. From the Starting Date until the Defects Liability Certificate has been issued and then during the Maintenance Period, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Materials, and Equipment) which are not Employer’s risks are Implementing Agency’s risks.</p> |
| 13. Insurance | <p>13.1. The Implementing Agency shall provide, in the joint names of the Employer and the Implementing Agency, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Implementing Agency’s risks:</p> <ul style="list-style-type: none"> a) loss of or damage to Equipment (if any); b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract; and c) Personal injury or death. <p>13.2. Policies and certificates for insurance shall be delivered by the Implementing Agency to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>13.3. If the Implementing Agency does not provide any of the policies and certificates required, the Employer may effect the insurance which the Implementing Agency should have provided and recover the premiums the Employer has paid from payments otherwise due to the Implementing Agency or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4. Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5. Both parties shall comply with any conditions of the insurance policies.</p> |
| 14. Site Data | <p>14.1. The Implementing Agency shall be deemed to have examined any Site Data referred to in the PCC, supplemented by any information available to the Implementing Agency.</p> |
| 15. Implementing Agency to Construct the Works | <p>15.1. The Implementing Agency shall construct and install the Works in accordance with the Specifications.</p> |
| 16. The Works to Be Completed by the Intended | <p>16.1. The Implementing Agency may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Implementing Agency, as updated with the</p> |

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| Completion Date | approval of the Project Manager, and complete them by the Intended Completion Date. |
| 17. Approval by the Project Manager | <p>17.1. The Implementing Agency shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2. The Implementing Agency shall be responsible for design of Temporary Works.</p> <p>17.3. The Project Manager's approval shall not alter the Implementing Agency's responsibility for design of the Temporary Works.</p> <p>17.4. The Implementing Agency shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5. All Drawings prepared by the Implementing Agency for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p> |
| 18. Safety | 18.1. The Implementing Agency shall be responsible for the safety of all activities. |
| 19. Discoveries | 19.1. Anything of historical or other interest or of significant value Unexpectedly discovered on the Site shall be the property of the Employer. The Implementing Agency shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20. Possession of the Site | 20.1. The Employer shall give possession of all parts of the Site to the Implementing Agency. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1. The Implementing Agency shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 22. Instructions, Inspections and Audits | <p>22.1. The Implementing Agency shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2. The Implementing Agency shall keep, and shall make all reasonable efforts to cause its Sub Implementing Agencies and sub consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3. The Implementing Agency shall permit and shall cause its Sub Implementing Agencies and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Implementing Agency's and its Sub Implementing Agencies' and sub consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's</p> |

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| | <p>inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> <p>22.4. As per PCC.</p> |
| 23. Appointment of the Adjudicator | <p>23.1. The Adjudicator shall be appointed jointly by the Employer and the Implementing Agency, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, if the Adjudicator not appointed, the same may be appointed by the Employer within 14 days of receipt of such request from the Implementing Agency.</p> <p>23.2. Should the Adjudicator resign or die, or should the Employer and the Implementing Agency agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Implementing Agency, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.</p> |
| 24. Settlement of Disputes | <p>24.1. - Amicable Settlement</p> <p>a) The Parties shall seek to resolve any dispute amicably by mutual consultation</p> <p>b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 24.2 shall apply</p> <p>24.2. Dispute Resolution</p> <p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the PCC</p> |
| 25. Corrupt and Fraudulent Practices | <p>25.1. The Employer requires compliance with Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption</p> <p>25.2. The Employer requires the Implementing Agency to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p> |
| 26. Consortium | 26.1. Deleted |

1.1.2. Time Control

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| 27. Program | <p>27.1. Within the time stated in the PCC, after the date of the Letter of Acceptance, the Implementing Agency shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the</p> |
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| | <p>Activity Schedule.</p> <p>27.2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>27.3. The Implementing Agency shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Implementing Agency does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Implementing Agency shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>27.4. The Project Manager's approval of the Program shall not alter the Implementing Agency's obligations. The Implementing Agency may revise the Program and submit it to the Project Manager again at any time. A revised Program may show the effect of Variations and Compensation Events.</p> |
| <p>28. Extension of the Intended Completion Date</p> | <p>28.1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Implementing Agency taking steps to accelerate the remaining work, which would cause the Implementing Agency to incur additional cost.</p> <p>28.2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Implementing Agency asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Implementing Agency has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p> <p>28.3. If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, authority shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment.</p> <p>28.4. Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.</p> |
| <p>29. Acceleration</p> | <p>29.1. When the Employer wants the Implementing Agency to finish before the Intended Completion Date. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Implementing Agency.</p> |

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| 30. Delays Ordered by the Project Manager | 30.1. The Project Manager may instruct the Implementing Agency to delay the start or progress of any activity within the Works. |
| 31. Management Meetings | <p>31.1. Either the Project Manager or the Implementing Agency may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>31.2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p> |
| 32. Early Warning | <p>32.1. The Implementing Agency shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase and/or decrease in the Contract Price, or delay the execution of the Works. The Project Manager may require the Implementing Agency to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Implementing Agency as soon as reasonably possible.</p> <p>32.2. The Implementing Agency shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p> |

1.1.3. Quality Control

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| 33. Identifying Defects | <p>33.1. The Project Manager shall check the Implementing Agency's work and notify the Implementing Agency of any Defects that are found. Such checking shall not affect the Implementing Agency's responsibilities. The Project Manager may instruct the Implementing Agency to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> <p>33.2. Penalty of 0.5% of the contract value per day from the due date for rectifying the defects identified by the Project manager.</p> <p>33.3. Contract Quality Assurance as discussed in PCC.</p> |
| 34. Tests | 33.1 If the Project Manager instructs the Implementing Agency to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Implementing Agency shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. |

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| 35. Correction of Defects | <p>35.1. The Project Manager shall give notice to the Implementing Agency of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>35.2. Every time notice of a Defect is given, the Implementing Agency shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 36. Uncorrected Defects | <p>36.1. If the Implementing Agency has not corrected a Defect within the</p> <p>36.2. time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Implementing Agency shall pay this amount.</p> |

1.1.4. Cost Control

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| 37. Contract Price | <p>37.1. 36.1 The Implementing Agency shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Implementing Agency. The Activity Schedule is used to monitor and control the performance of activities on which basis the Implementing Agency will be paid. If payment for materials (if any) on site shall be made separately, the Implementing Agency shall show delivery of Materials (if any) to the Site separately on the Activity Schedule.</p> |
| 38. Changes in the Contract Price | <p>38.1. The Activity Schedule shall be amended by the Implementing Agency to accommodate changes of Program or method of working made at the Implementing Agency's own discretion. Prices in the Payment Schedule shall not be altered when the Implementing Agency makes such changes to the Activity Schedule.</p> <p>38.2. If requested by the Project Manager, the Implementing Agency shall provide the Project Manager with a detailed cost breakdown of any rate.</p> |

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| 39. Variations | <p>39.1. All Variations shall be included in updated Programs and Activity Schedules produced by the Implementing Agency.</p> <p>39.2. The Implementing Agency shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>39.3. If the Implementing Agency's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Implementing Agency's costs.</p> <p>39.4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>39.5. The Implementing Agency shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> |
| 40. Cash Flow Forecasts | <p>40.1. When the Program and activity schedule is updated, the Implementing Agency shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p> |
| 41. Payment Certificates | <p>41.1. The Implementing Agency shall submit to the Project Manager payment statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>41.2. The Project Manager shall check the Implementing Agency's payment statement and certify the amount to be paid to the Implementing Agency.</p> |
| 42. Payments | <p>42.1. Payments shall be adjusted for deductions for retention. The Employer shall pay the Implementing Agency the amounts certified by the Project Manager within 28 days of the date of each certificate.</p> <p>42.2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Implementing Agency shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>42.3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>42.4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. Bidder shall have to execute that item at zero rates.</p> <p>42.5. The certified payments shall be made as specified in the PCC.</p> |

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| 43. Tax | 43.1. If taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Implementing Agency, provided such changes are not already reflected in the Contract Price. |
| 44. Retention | 44.1. The Employer shall retain 5% of Security deposit along with agreement and 5% amount shall be deducted from the each running bills of the contractor. After the complete work, total of 10% of the security deposit shall be retained by the BSCL. 44.2. Security deposited shall be retained by the BSCL till the completion of the project and one year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released. |
| 45. Liquidated Damages | 45.1. Failure to Perform the Contractual Obligations In the event of total default / failure of the Implementing Agency in execution of the services, the Employer reserves the right to get the work executed by any other agency/ firm at the risk and cost of the defaulting implementing Agency. Decision of employer is final & binding on the implementing agency firm. 45.2. l1 In this case liquidated damages @ 1% of the fee cost of balance work per week of delay subject to maximum of 10% shall be levied by the authority. |
| 46. Securities | 46.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the GCC and PCC, by a bank acceptable to the Employer or in the form of FDR / online payment and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until the completion including defect liability period. |
| 47. Cost of Repairs | 47.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Implementing Agency at the Implementing Agency's cost if the loss or damage arises from the Implementing Agency's acts or omissions. |

1.1.5. Finishing of Contract

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| 48. Completion | 53.1 The Implementing Agency shall request the Employer to issue a Certificate of Completion of the Works including all other associated works, proceeding further Maintenance; the Employer shall do so upon deciding that the whole of the Works is completed. |
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| <p>49. Termination</p> | <p>49.1. The Employer or the Implementing Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>49.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Implementing Agency stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Employer or the Implementing Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (c) the employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Implementing Agency fails to correct it within a reasonable period of time determined by the Project Manager; (d) the Implementing Agency does not maintain a Security, which is required; (e) the Implementing Agency has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or (f) if the Implementing Agency, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Implementing Agency, terminate the Contract and expel him from the Site. <p>49.3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>49.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>49.5. If the Contract is terminated, the Implementing Agency shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p> <p>49.6. Termination for Default</p> <ul style="list-style-type: none"> (a) Authority, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: <ul style="list-style-type: none"> • If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by authority. • If the Supplier fails to perform any other obligation under the Contract. (b) In the event authority terminates the Contract in whole or in part, authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to authority for any additional costs for such similar Goods or Related Services. (c) If the Supplier, in the judgment of authority has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract. |
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| | <p>49.7. Termination for Insolvency Authority may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Authority.</p> <p>49.8. Termination for Convenience Authoirty, by Notice sent to the Supplier, may terminate the Contract, in whom ie or in part, at any time for its convenience. The Notice of termination shall specify that termination be for Authority's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> |
| 50. Payment upon Termination | <p>50.1. If the Contract is terminated because of a fundamental breach of Contract by the Implementing Agency, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Implementing Agency, the difference shall be a debt payable to the Employer.</p> <p>50.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Implementing Agency's personnel employed solely on the Works, and the Implementing Agency's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |
| 51. Property | <p>51.1. All Materials on the Site, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Implementing Agency's default.</p> |
| 52. Release from Performance | <p>52.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Implementing Agency, the Project Manager shall certify that the Contract has been frustrated. The Implementing Agency shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p> |
| 53. Suspension of Bank Loan or Credit | <p>53.1. In the event that the Government of India (GoI) and/or State Government (Government of Uttar Pradesh) suspends the Loan or Credit to the Employer, from which part of the payments to the Implementing Agency are being made:</p> <ul style="list-style-type: none"> (a) The Employer is obligated to notify the Implementing Agency of such suspension within 7 days of having received the Government of India (GoI) and/or State Government (Government of Uttar Pradesh) suspension notice. (b) If the Implementing Agency has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Implementing Agency may immediately issue a 14- day termination |

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| <p>54. Force Majeure</p> | <p>(a) The Implementing Agency shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination For default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>(b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Implementing Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Implementing Agency. Such events may include, but not be limited to, acts of the Authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>(c) If a Force Majeure situation arises, the Implementing Agency shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Implementing Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>(d) As per PCC.</p> |
| <p>55. Governing Law and jurisdiction</p> | <p>(a) This Agreement shall be governed by the laws of India. The courts in Uttar Pradesh, Bareilly shall have jurisdiction over all matter arising out of or relating to this Agreement.</p> <p>(b) The Jurisdiction limits will be the Bareilly</p> |
| <p>56. Possession of Goods</p> | <p>(a) Goods have to be delivered to the site only after prior the approval form the Engineer-In-Charge.</p> <p>(b) Such Goods once delivered to Site will not be allowed to taken back except the construction equipments and the construction equipments should be permitted after the successful completion of the Project and as well as the Operation and Maintenance period.</p> <p>(c) Goods will be allowed to taken back only after the written permission from the Engineer-In-Charge.</p> |

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| 57. Warranty | <ul style="list-style-type: none">(a) The Implementing Agency warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.(b) The Implementing Agency further warrants that the Goods shall be free from defects arising from any act or omission of the Implementing Agency or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.(c) Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC(d) The Authority shall give notice to the Implementing Agency stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Authority shall afford all reasonable opportunity for the Implementing Agency to inspect such defects.(e) Upon receipt of such notice, the Implementing Agency shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Authority.(f) If having been notified, the Implementing Agency fails to remedy the defect within the period specified in the PCC, the Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Implementing Agency's risk and expense and without prejudice to any other rights which the Authority may have against the Implementing Agency under the Contract. |
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A. Other Terms and conditions of the contract.

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| 58. Scope of Supply | <p>1) The Goods and Related Services to be supplied shall be as per the BOQ.</p> <p>2) Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p> |
| 59. Notices | <p>All notices or other communications to be given or made under this agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5:30 (Five Thirty) P.M. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice of communication. It is hereby agreed and acknowledged that any party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such changes shall be effective when all the parties have notice of it.</p> |
| 60. Information provided by the Authority | <p>All drawings, Data and documentation that are given to the Implementing Agency by the Authority for the execution of the order are the property of the Authority and shall be returned when demanded. Except for the purpose of executing the order of the Authority, Implementing Agency shall ensure that the above documents are not used for any other purpose. The Implementing Agency shall further ensure that the information given by the Authority is not disclosed to any person, firm, body, corporate and / or authority and every effort shall be made to keep the above information confidential. All such information shall remain the absolute property of the Authority.</p> |

61. Implementing Agency's Responsibilities

The Implementing Agency shall execute the work as per the scope of of work. The Implementing Agency shall be responsible for the adequacy, stability and safety of all services being provided.

The Implementing Agency shall comply with all applicable safety regulations and take care for the safety of all persons entitled to be on as the operation and maintenance.

The Implementing Agency shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Authority shall be entitled to audit any aspect of the system.

The Implementing Agency shall be deemed to:

- a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) Have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters.

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Implementing Agency's obligations under the Contract and all things necessary for the proper discharge of the contract agreement.

The Implementing Agency shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.

The Implementing Agency shall assume liability and shall indemnify the Authority from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract.

In general, in respect of all labour directly or indirectly employed in the Work for the performance of Implementing Agency's part of the Contract, the Implementing Agency shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers.

The Implementing Agency shall not employ any children/ child labour below the age of 18 years.

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| | <p>The Implementing Agency shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds such as Employee Provident fund (EPF), Employee State Insurance Scheme (ESI) benefits, old age pension and/or any other benefits/compensation legally payable in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Implementing Agency and produced for scrutiny by the concerned authorities and the Authority</p> |
| <p>62. Confidential Information</p> | <p>The Authority and the Implementing Agency shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Implementing Agency may furnish to its Subcontractor such documents, data, and other information it receives from the Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Implementing Agency shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Implementing Agency.</p> |
| <p>63. Specifications and Standards</p> | <p>Technical Specifications and Drawings</p> <ol style="list-style-type: none"> a. The implementing agency shall ensure that construction has to be in comply with the technical specifications and other provisions of the Contract. b. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Authority . |
| <p>64. Limitation of Liability</p> | <p>Except in cases of criminal / gross negligence or willful misconduct:</p> <ol style="list-style-type: none"> a. The Implementing Agency shall not be liable to the Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Agency to pay liquidated damages to the Authority and b. The aggregate liability of the Implementing Agency to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Implementing Agency to indemnify the Authority with respect to patent infringement. |

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| 65. Change in Laws and Regulations | Unless otherwise specified in the Contract, if after the bid submission date, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Implementing Agency has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC's Contract Price Clause. |
| 66. Time is of the Essence | Time shall be of the essence in respect of any date or period specified in this contract or any notice, demand or other communication served under or pursuant to any provision of this contract and in particular in respect of the completion of the activities by implementing agency by the specified completion date. |
| 67. Ownership and Retention of Documents | The authority shall own the documents, prepared by implementing agency arising out of or in connection with the contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by the client, Implementing Agency shall deliver to the authority all documents provided by or organizing from the authority and all documents produced by or for implementing agency in the course of performing the services, unless otherwise directed in writing by the authority at no additional cost. Implementing Agency shall not, without the prior written consent of the client store, copy distribute or retain any such documents. |
| 68. Records of Contract Document | Implementing Agency shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract Documents and any other documentation for them to fulfil their duties of the contract. Implementing Agency shall keep on the site at least three copies of each and every specification and contract document. In excess of their own requirement and those copies shall be available at all times for use by the authority and by any other person authorized by the authority. |
| 69. Security and Safety | Implementing Agency shall comply with the directions issued from time to time by the authority and the standards related to the security and safety, in so far as it applies to the provision of the services. Implementing Agency shall upon reasonable request by the authority or its nominee(s) participate in regular meetings when safety and matters are reviewed. |

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| 70. Addition /Alteration / Modifications | <p>The Authority reserves the right to make additions/alterations/modifications to the quantity of items in the contract. The Implementing Agency shall supply such quantities also at the same rate as originally agreed.</p> <p>Any waiver by the authority of any breach of the conditions of the Contract shall not constitute any right for subsequent waiver of any other terms and conditions.</p> |
| 71. Material and Workmanship | <p>Implementing Agency shall fully warrant that the stores, equipment and component Supplied shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).</p> |
| 72. Spare Parts, Oil and Lubricants | <p>Wherever applicable, the Implementing Agency shall furnish to the Authority, item-wise price list of spares required for regular operation and maintenance of the ordered equipment. The Implementing Agency shall also furnish necessary instructions and drawings to identify the spare part numbers and their location as well as an interchange ability chart</p> |
| 73. Implementing Agency's Liability | <p>Implementing Agency accepts full responsibility and indemnifies the Authority and shall hold the Authority harmless from all acts of omission and commission on the part of the Implementing Agency, his agents, his subcontractors and employees in execution of the contract. The Implementing Agency also agrees to defend and undertakes to indemnify the Authority and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the contract. The Implementing Agency's liability and indemnity under the Contract shall be limited to execution and maintenance except in case of Force Majeure</p> |
| 74. Access to Implementing Agency's Premises | <p>The Authority and /or its authorized representative shall be provided Access to Implementing Agency's and / or his sub- contractor's premises, at any time during the pendency of the contract, for expediting the Supplies, inspection, checking etc.</p> |

75. Storage of Mechanical and Electrical Equipments at Site

The types of storage are broadly classified as

- i) Special storage - Air conditioned,
- ii) Closed storage,
- iii) Semi-closed storage and
- iv) Open storage.

The equipment covered under this Specification shall be stored in the type of storage as recommended by the manufacturer.

STORAGE:

Authority shall make available the place at site for storing the material, if available on chargeable basis. The contractor shall arrange construction of storage sheds, etc. for proper storage of materials and to minimize wasteful handling during retrieval of items required for erection. The outdoor storage areas as well as semi-closed stores shall be provided with adequate drainage facilities to prevent water logging.

The stores sheds shall be built in conformity with fire safety requirements and with adequate lighting and fire extinguishers. No smoking signs shall be placed at strategic locations. Safety precautions shall be strictly enforced.

Adequate lighting facility shall be provided by the contractor in storage areas and storage sheds and security personnel positioned to ensure enforcement of security measures to prevent theft and loss of materials.

The contractor shall carry out regular inventory of materials received, issued and erected and notify the client of any loss when noticed. The contractor shall provide adequate number of competent stores personnel including store-keepers, clerical staff, inspection engineers, watchmen and security staff to efficiently store and maintain the equipment/material entrusted to him.

Any equipment left in the open under such conditions shall be, if required, covered with tarpaulin.

MAINTENANCE DURING STORAGE:

The Contractor is responsible for maintenance of the equipment stored at site as per standard practices for storage and as per manufacturer's recommendations of each of the equipment.

76. Progress Reports and Photographs/ Videos

During various stages of the manufacture in the pursuance of the contract, the contractor shall at his own cost submit progress reports as may be reasonably required by the Client with such materials, such as charts, networks, photographs/Videos, test certificates etc., Such progress reports, shall be in the form and size as per industry standards and shall be submitted at least in four copies. During coordination meetings or review meetings, presentation shall be made by power point presentation with photographs for important mile stones.

Progress Reports:

Daily/weekly and Monthly progress reports shall be prepared by the Contractor and submitted to the client in three copies. The first report shall cover the period Up to the end of the first calendar month following the Commencement Date.

Reporting shall continue until the Contractor has completed all work, which is shown to be satisfactory outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

- a) Charts and detailed descriptions of progress, including each stage of surveys, Investigation, design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, commissioning and trial operation;
- b) Digital photographs/videos showing the status of progress on the Site;
- c) For the manufacture of each main item of building and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: Commencement of manufacture, Contractor's inspections, tests, and Dispatch and arrival at the Site;
- d) The details of Contractor's Personnel and Equipment;
- e) Copies of quality assurance documents, test results and certificates of Material;
- f) List of Variations, notices given
- g) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to minimize or overcome delays.

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| 77. Documentation | <p>The contractor's store keeping function will include maintaining various records. These records shall include but not limited to Supplier-wise record of equipment/material received, stored and issued for erection as well as stock position.</p> <p>Record of inspection and repairs carried out, protective measures and lubrication equipment in storage as well as erected until the same is taken over by the owner.</p> |
| 78. GST Number | <p>All the tenderers should have a valid GST number. Failure to comply with this instruction shall render his/her/their 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</p> |
| 79. Incomplete tender and seeking clarification | <p>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.</p> |
| 80. Urgent Work | <p>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</p> |
| 81. Change(s) in Name and Constitution of the Contractor: | <p>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, thereupon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind there of and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.</p> |

82. 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 works of road and traffic junction development, 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.

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| <p>83. Contractor to Provide and Facilitate Inspection, Safety Gear, etc:</p> | <ul style="list-style-type: none"> i. Inspection: BSCL will have the right to inspect the work and can reject partly or fully, if found defective in its opinion. ii. Safe means of Access: Safe means of access shall be provided to all working platforms and other working places. 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 defence 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. Demolition: Before any demolition work is commenced and also during process of work; <ul style="list-style-type: none"> 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. |
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| <p>84. Fair Wages Clause</p> | <p>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 laborers fair wages.</p> <p>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.</p> <p>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.</p> |
| <p>85. Contractor to Respond for Disengagement of Unruly Labor/Personnel</p> | <p>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 labour / 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.</p> |
| <p>86. Provisions for Workman Compensation</p> | <p>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.</p> |

87. 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 or the honorable 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 honorable court or the creditor to appoint a receiver or a manager or which entitle to honorable 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.

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 issue 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 or entered any engagement on account of or with a view to execute the work/ performance of the contractor.

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| <p>88. Black Listing</p> | <p>A Contractor may be blacklisted for :-</p> <ul style="list-style-type: none"> 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. <p>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</p> |
| <p>89. Force majeure</p> | <p>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.</p> |

90. Other Conditions:

The Implementing Agency shall arrange for the services of fully qualified and competent supervising Engineer/Engineers and necessary number of personnel as the Implementing Agency deems it absolutely necessary with the requisite specialized skills for the erection, testing and commissioning of equipment.

All tools required for installation shall be arranged by the Implementing Agency. Inspection and testing of the complete installation and putting in regular service and shall bear the overall responsibility of the satisfactory installation, testing and commissioning of the equipment. The Implementing Agency shall make his own arrangements for Boarding & Lodging of his personnel. The following facilities and services are also covered in the scope of Tenderer. Unloading and loading of equipment and accessories, transportation to the site and storage. Providing of necessary labour force required for the execution of the job. Providing of necessary transport facilities for the staff to be deputed by the contractor for installation work.

CONSTRUCTION LABOUR AND TOOLS:

- i. The Implementing Agency shall furnish the list of special construction tools. Special tools which in

the opinion of the Implementing Agency would be required for construction work.

- ii. The Implementing Agency may select to bring with him certain personal tools required for construction, which will remain his property at all times. Use of such personal tools for construction work shall not entitle the Implementing Agency to any additional payment. Any assistance required by the Implementing Agency in securing entry and exit permits for such tools shall be rendered by the Authority.
- iii. Checking for necessary positions, levels and dimension of foundation shall be done by the Implementing Agency.
- iv. Cleaning and Servicing: The Implementing Agency shall ensure that inside of all tubes, pipes, valves fittings and actuators shall be free from dirt and loose scales by thoroughly blowing and /or flushing of service before being erected by them.

FIELD ENGINEERING CLARIFICATIONS:

The Implementing Agency shall provide all necessary field engineering clarifications to the client that they may require for the purposes of their works. The Implementing Agency shall also provide all engineering clarifications and details to the client for the overall engineering / start-Up of the plant and equipment Supplied by them.

REGULATION OF LOCAL AUTHORITIES AND STATUS:

The Implementing Agency shall, to the extent relevant and applicable, comply with all the rules and regulations of local authorities/governments, during the performance of his field activities. He shall also comply with the minimum wage Act: 1948 and any modifications thereof and the payment of wages Act (both of the Government of India) and the rules made there under, in respect of employees or workmen employed or engaged by him. The Implementing Agency shall also Supply the equipment in conformity with the electricity laws, rules, etc. and obtain all permissions and approvals from the competent authorities such as CEIG, etc. before charging the equipment for testing and commissioning.

CONSTRUCTION MANAGEMENT:

The field activities of the Implementing Agency will be co-ordinated by the Engineer-in-Charge of BSCL and his decision shall be final in resolving any disputes.

The Implementing Agency shall have the complete responsibility for the safety of all persons employed by him, and all the properties under his custody during the Contract. This requirement with respect to the persons employed by the Implementing Agency shall be limited to work site only and with respect to the equipment and properties shall apply continuously till the completion of the contract and shall not be limited to normal working hours.

ACCESS TO SITE:

1. The Contract, so far as it is executed on the client premises, shall be carried out till such time as the client may approve.
2. During the execution of the work, no person's other than the Implementing Agency, or his duly appointed representative, sub-contractors and workmen shall be allowed to do work on the site, except by the special permission in writing. But access to the works at all times shall be accorded to the (Authority) representatives and other authorized officials.

IMPLEMENTING AGENCY'S SITE OFFICE ESTABLISHMENT:

The Implementing Agency shall establish a site office at the site and keep posted a client authorized representative for the purpose of Contact. Any written order or instructions of Engineer-in-Charge or his representative shall be handed over to the Implementing Agency's representative under receipt duly taken from the said representative and such communication shall be treated as a communication to the Implementing Agency's legal address.

CO-OPERATION WITH OTHER IMPLEMENTING AGENCYS:

1. The Implementing Agency shall co-operate with all other Contractors and staff of the Client, who may be performing other services on behalf of the Client and the workmen who may be employed by the Client and doing work in the vicinity of the Contractor's work site.
2. Client shall be informed promptly by the Implementing Agency of any defects in the work that could affect the performance of the equipment. The Implementing Agency and the client shall determine the corrective measures, if any, required to rectify this situation after inspection of the works.

QUALIFICATION OF IMPLEMENTING AGENCYS PERSONNEL:

1. The Implementing Agency's personnel will be adequately qualified, trained and experienced so as to carry out the duties most efficiently and effectively as expected of them. The Implementing Agency's personnel shall have adequate experience of working on similar type of the equipment and similar job.
2. Not with standing above if any of the personnel is not found to be performing his services in a manner as expected of him, under the contract, the Implementing Agency on advice from (Engineer-in-Charge), shall replace such person(s) at his cost with those acceptable to (Engineer-in-Charge), by mutual agreement.

DISCIPLINE OF WORKMEN:

The Implementing Agency shall adhere to the disciplinary procedure set by (Engineer-in-Charge) in respect of his employees and workmen, if any, at site. The (Engineer-in-Charge) shall be at liberty to object to the presence of any representative or employee of the Implementing Agency at the site, if in the opinion of Engineer-in-Charge, such employee has committed misconduct, or is incompetent or negligent or otherwise undesirable, and then the Implementing Agency, after mutual agreement, shall replace such a person objected to.

MANPOWER REPORT:

The Implementing Agency shall furnish, on the first day of every month, manpower report of the previous month detailing the number of persons scheduled to have been deployed and actually deployed for timely and successful commissioning of the equipment.

CLEANLINESS:

The offices and the residential areas of the Implementing Agency's employees within the premises of the client or those allotted by the client, shall be kept neat and clean to the entire satisfaction of the client.

FIELD OFFICE RECORD:

The Implementing Agency shall maintain at his office, Up-to-date copies of all drawings, specifications and other contract documents and any other Supplementary data, complete with all the latest revisions thereto. The Implementing Agency shall also maintain, in addition, the continuous record of all changes

to the above Contract documents, drawings, specifications, Supplementary data etc., effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other engineering data to indicate "as installed" conditions of the equipment furnished under the Contract. Such drawings and engineering data shall be submitted to (Engineer-in-Charge) in requisite number of copies as per terms of the Contract.

EPF& INSURANCE:

If an existing EPF account code is not in place, then the bidder should obtain independent EPF account code in his name, from the competent authority. Documentary evidence for the same should be produced at the time of entering into agreement or before commencement of works, as demanded by (Engineer-in-Charge).

The insurance of all Implementing Agency" personnel against any accident during erection, testing and commissioning etc., shall be arranged by the Implementing Agency at his cost. The Implementing Agency shall also indemnify the Authority against all liabilities arising out of any accidents, loss and/ or any other reasons. The personal insurance for the Implementing Agency's personnel deputed to site shall also be arranged by the Implementing Agency at his cost.

i. WORKMEN'S COMPENSATION INSURANCE:

This insurance shall protect the Implementing Agency against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Implementing Agency against claims for injury, disability, disease or death of his or his sub-contractor's employees which for any reason are not covered under the Workmen's Compensation Act, 1948. The responsibility and liability of this insurance be as provided in the statutes and the liability shall not be less than the liability provided in the statutes.

ii. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

This insurance shall protect the Implementing Agency against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Implementing Agency, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where the Implementing Agency, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above are only illustrative lists of insurance covers normally required and it will be the responsibility of the Implementing Agency to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the Contract.

SERVICE AND FACILITIES TO BE PROVIDED BY THE AUTHORITY:

Necessary area required for construction of Implementing Agency's office and quarters for Implementing Agency's supervisors/workmen shall be arranged by themselves by the Implementing Agency near project site. It is the responsibility of the Implementing Agency to establish the office and to provide necessary residential accommodation to his employees at his own cost. Power Supply for construction purpose shall be arranged by themselves by the Implementing Agency. Implementing Agency shall arrange distribution of power as required for construction works. The distribution shall be with proper protection with MCCB's/MCB's etc. as per Indian standards. Implementing Agency has to make

his own arrangement for water for construction activities and maintenance of roads or providing water to the employees and their residential quarters.

WORKING HOURS:

The personnel shall work normally 8 hours per day in one shift during the hours in between 6.00AM to 8.00PM including one-hour rest and six days working per week. The works can be allowed to be carried out during night, Sundays or authorized holidays in order to meet the schedule targets keeping in view;

1. The provisions of labour laws are adhered to,
2. Adequate lighting, Supervision and safety measures are established,
3. Authority's approves the construction program given by the Implementing Agency and agree for working during Sundays or authorized holidays.

REGULATIONS OF LOCAL AUTHORITIES:

The Implementing Agency shall, throughout the continuance of the contract and in respect of all matters arising in the performance thereof obtain consents, way leaves, approvals and permissions required in connection with the regulations and by-laws of the local or other authority which shall be applicable to the works.

All work shall be executed in accordance with the Indian Electricity Rules,1956 and any statutory modifications thereof, and any local regulation and laws, wherever applicable, unless otherwise agreed to in writing by the Engineer.

All works shall be carried out by and under the supervision of qualified personnel having required skills and certifications. The necessary approvals for installation and operating the equipment such as CEIG approval, etc. shall be obtained by the Implementing Agency. The Authority shall provide necessary assistance in furnishing the required details.

LIABILITY FOR ACCIDENTS AND DAMAGE:

The bidder shall be responsible for all loss, damage or depreciation to the constructed road until the work is taken over or extended period as agreed. The bidder shall, during the progress of the work, properly cover up and protect the construction work from injury by exposure to the weather, and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same or be deemed to be taken over, may arise or be occasioned by the acts or omissions of the bidder or his workmen or sub-bidder, and all losses and damages arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the bidder to the reasonable satisfaction of the Authority.

Until the building shall be or be deemed to be taken over as aforesaid the bidder shall also be liable for and shall be deemed to have indemnified the Authority in respect of all damage or injury to any person or property of the Authority or of other occasioned by the negligence of the bidder or his workmen or sub-bidders or by defective design, work or material, but not otherwise provided that the bidder shall not be liable under the contracts for any loss of profit or loss of contracts or any claims made against the Authority not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Authority or of others, or (save as to damage by fire, acts of God or any event of force

majeure as hereinafter provided) due to circumstances over which the bidder has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The bidders shall be deemed to have indemnified and saved harmless the Authority against mal actions, suits, claims, costs or expenses arising, in connection with injuries suffered prior to the date when the work shall have been taken over and during maintenance period by persons employed by the bidder or his sub-bidders on the works whether under the General law or under the Workmen's Compensation Act, 1923, or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and to have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which results in the death of any of the workmen employed by the bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder shall within 24 hours of the happening of such accident, intimate in writing to the (Engineer-in-Charge), the fact of such accident. The bidder shall indemnify (authority) against all loss or damage sustained by the Authority resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the Authority as a consequence of its failure to give notice under the Workmen Compensation Act or otherwise, to conform to the provision of the said Act in regard to such accident.

In the event of any claim made, or action brought against the Authority involving the bidder and arising out of the matter referred to and in respect of which bidder is liable under this clause, the bidder shall immediately notify, and he shall, with the assistance, if he so required, of the Authority, but at the sole expense of the bidder conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case the Authority shall, at the expense of the bidder, afford all available assistance for any such purpose.

In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VIII of 1923, weather by the bidder or by the (AUTHORITY) as principal, it shall be lawful for (AUTHORITY) to retain out of moneys due and payable to the bidder such sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The decision of (Engineer-in-Charge) shall be final in regard to all matters arising under this clause.

FENCING AND LIGHTING:

Except as herein after provided the bidder shall, unless otherwise specified, be responsible for the proper fencing, guarding, lighting, and watching of all works comprised in the contract and for the proper provision of temporary roadway, footways, guards, and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public. Fencing & lighting provided in and around control rooms.

MATERIALS BROUGHT ON TO THE SITE:

All materials, and equipment brought to and delivered Upon the site for the purpose of the work shall, from the time of their being so brought, vest and be the property of the Authority but may be used for the purpose of the work but for that purpose only and shall not on any account be removed or taken away by the bidder or any other person without the express permission in writing of the Engineer but the

bidder shall never the less be solely liable and responsible for any loss or destruction thereof or damage there to unless resulting from causes beyond the bidder's control not being causes insurance against destruction or damage.

BIDDER REPRESENTATIVE AND WORKMEN:

Complete Erection, Testing and Commissioning is included in scope of works. The bidder shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Authority by the bidder, to supervise the construction of roads and carrying out the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present at the site during working hours and any written orders or instructions to the said representative of the bidder, shall be deemed to have been given to the bidder. The Authority shall be at liberty to object to any representative or person employed by the bidder in the execution or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the bidder shall remove the person so objected to Upon receipt of notice in writing from the Authority requiring him (the bidder) so to do, and provide in his place a competent representative at the bidder's expense.

ENGINEER'S SUPERVISION:

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-Charge. The bidder shall be responsible for the correctness of the positions, levels, and dimensions of the works according to the drawings notwithstanding that he may have been assisted by the Engineer in setting out the same.

REPLACEMENT OF DEFECTIVE WORK OR MATERIALS:

If during the progress of work the Engineer-in-Charge decides and notifies in writing to the bidder that the bidder has executed any unsound or imperfect work, or has Supplied any building materials inferior quality or quantity to these specified, the bidder on receiving details of such defects or deficiency shall, at his own expense, within seven days of his receiving the notice, or within such time as may reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work or Supply fresh materials Up to the standard of the specification, and in case the bidder fails to do so, the Authority may on giving the bidder seven days' notice in writing of his intention so to do proceed to remove the works, the materials complained of, and at the cost of the bidder, perform all such work or Supply all such materials, provided that nothing in this clause shall be deemed to deprive the Authority of or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

TESTS AT SITE:

In all cases where the contract provides for tests at site, the bidder except where otherwise specified, shall provide, free of charge, such labour, materials, fuel, stores, apparatus and instruments as may be required from time to time, and as may reasonably be demanded, efficiently to carry out such tests of the material, or workmanship in accordance with the contract.

In the case of contracts requiring electricity for carrying out tests on site at the time of commissioning, such electricity shall be Supplied free of costs to the bidder.

POWER TO VARY OR OMIT WORK:

No alterations, amendments, omissions, additions, suspensions, or variations of the work (herein after referred to as "Variations") under the contract as shown by the contract drawings or the specification shall be made by the bidder except as directed in writing by the Authority, but the Authority shall have full power, subject to the provision herein after contained, from time to time during the execution of the contract by notice in writing to instruct the bidder to make such variation without prejudice to the contract, and the bidder shall carry out such variations, and be bound by the same conditions, as far as applicable, though the said variations not occurred in the specification and the bidder will compensate in this situation if applicable.

If any suggested variations, would, in the opinion of the bidder, if carried out, prevent him fulfilling any of his obligations or guarantees under the contract, he shall notify the Authority there of in writing, and the Authority shall decide forthwith whether or not the same shall be carried out, and if the Authority confirms his instructions, the bidder's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not specified in the said schedules, they shall be settled by the Authority and bidder jointly. But the Authority shall not become liable, for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Authority.

In the event of the Authority requiring any variations, such reasonable and proper notice shall be given to the bidder as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawing, or patterns made or work done that require to be altered, a reasonable sum in respect there of shall be allowed by the Authority. Provided that no such variation shall, except with the consent in writing of the bidder, be such as will involve an increase or decrease of the total price payable under the contract by more than 10 (Ten) percent thereof.

In any case in which the bidder has received instructions, from the Authority as to carrying out the work, which either then or later will, in the opinion of bidder, involve a claim for additional payment, the bidder shall, as soon as reasonably possible after the receipt of the instructions, aforesaid, advise the Authority to that effect.

NEGLIGENCE:

If the bidder neglects to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the work, or shall contravene the provisions of the contract, the Authority may give seven days' notice, in writing, to the bidder, to make good the failure, neglect, or contravention complained of and should the bidder fail to comply with the notice within a reasonable time from the date of service thereof in the case of failure, neglect or contravention capable of being made good within that time or, otherwise within such time as may be reasonably necessary for making good, and in such case, the Authority shall be at liberty to employ other workmen, and forthwith perform such work as the bidder may have neglected to do or if the Authority shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the bidder's hands and re-contract at a reasonable price with any other person or persons,

or provide any other materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Authority shall, without being responsible to the bidder for fair wear and tear of the same to have the free use of all the materials, tools, construction plant or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of bidder over the same, and the Authority shall be entitled to retain and apply any balance which may be otherwise due on the contract by him to the bidder or such part thereof as may be necessary to the payment of cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the bidder and the bidder fail to make good the deficit, the said materials, tackle, construction plant or other things, the property of the bidder may be sold by the Authority, and the proceeds applied towards the payment of such difference and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the bidder on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the bidder, all such materials, tools, tackles, construction plant or other things remaining unsold shall be removed by the bidder.

DEATH, BANKRUPTCY, ETC:

If the bidder die or commit any act of Bankruptcy, or being a Department commence to be wound Up except for reconstruction purposes or carry on its business under a receiver, the executor successors, or other representative in law of the estate of the bidder or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Authority and shall for one month, during which he shall take all reasonable steps to prevent as stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Authority but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be 14(fourteen) days only. Provided that, should above option not be exercised, the contract may be determined by the Authority by notice in writing to the bidder. And the same power and provisions so reserved to the Authority in the last proceeding clause on taking of the work out of the bidder's hands shall immediately become operative.

Bidder shall guarantee that before going out of production the spare parts, he will give adequate notice to the Authority so that the latter will have adequate time to order for future requirement of spares. Seller shall further guarantee that if he goes out of production of spare parts, then he will make available the blue prints, drawings of the spare parts and specification of material at no cost to the Authority if and when required.

RELEASE OF INFORMATION:

The Implementing Agency shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimensions, quality or other information, concerning the work unless prior written permission has been obtained from the Authority.

LIMIT OF CONTRACT:

Equipment Supplied shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment“ s and / or needed for erection, completion and safe operation of the equipment’s as required by applicable codes though they may not have been specifically detailed in the respective specifications unless included in the list of exclusions. All similar standard equipment’s provided, shall be interchangeable with one another.

GENERAL:

The Bidder shall be responsible for provision of health and sanitary arrangement more particularly described in contract labour (regulation and abolition Act), safety precautions, etc. as may be required for safe and satisfactory execution of the contract.

The Bidder shall fulfil all his obligations in respect of accommodation including proper facilities for the personnel employed by him.

The bidder shall be responsible for the proper behaviour at site and observance of all regulations by the staff employed by him. Insurance for the labour engaged shall be the responsibility of the bidder till the equipment is taken over after completion of works in full shape and completion of maintenance period, as per applicability, by the (AUTHORITY). The insurance of the labour engaged for maintenance of the roads by the Implementing Agency shall also be the responsibility of the Implementing Agency. The bidder shall be responsible for settlement of insurance claims arising out of accident/injury to staff employed by him.

Cancellation of Contract:

The Authority reserves the right to cancel the contract in part or in full by giving two weeks’ notice there by, if The Implementing Agency fails to comply with any of the terms of the contract. The Implementing Agency becomes bankrupt or goes into liquidation. The Implementing Agency makes general assignment for the benefit of the creditors and Any Receiver is appointed for the property owned by the Implementing Agency.

1.2.Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

| A. General | |
|-------------------|--|
| PCC 1.1 | The financing institution is: Government of India (GoI) and Government of Uttar Pradesh(GoUP) |
| PCC 1.2 | The Employer is : Bareilly Smart City Limited |
| PCC 1.3 | The Intended Completion Date for the whole of the Works be <i>As specified in the scope of works</i> |
| PCC 1.4 | The Project Manager is : Authorized Representative of BSCL |
| PCC 1.5 | Location of Site : All Internal Roads & Pathways in ABD area, Bareilly Smart City |
| PCC 1.6 | The language of the contract is <i>English</i> . The law that applies to the Contract is the law of <i>India</i> . |
| PCC 1.7 | The Project manager <i>may</i> delegate any of his duties and responsibilities. |
| PCC 2.1 | Schedule of other Implementing Agency: <i>[insert Schedule of Other Implementing Agency, if appropriate]</i> |
| PCC 2.2 | The minimum insurance amounts and deductibles be: <p>(a) For loss or damage to the Works, Materials, For loss or damage to Equipment, for loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract, For loss or damage to Equipment, for loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract and for personal injury or death (of the Implementing Agency's employees and of other people): equivalent to the accepted <i>value of the contract</i>.</p> <p>(b) The Contractor insure against each liability for any loss, damage, death or bodily injury which may occur to any physical property (mechanical, electrical, automation work, all civil works, Storage etc. excluding pipe line) or to any person which may arise out of the Contractor's performance of his obligations under these Conditions during the Defect Liability Period.</p> <p>(c) This insurance be for a limit of per occurrence of not less than the amount of Rs. 5 lakh, with no limit on the number of occurrences.</p> |
| PCC 2.3 | The Site Possession Date(s) be: <i>within 7 days from the date of signing the contract</i> |
| PCC 2.4 | Appointing Authority for the Adjudicator: <i>Chief Executive Officer, Bareilly Smart City Limited, Bareilly</i> |

| | |
|-----------------------|--|
| <p>PCC 2.5</p> | <p>Disputes be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> <ol style="list-style-type: none"> (a) Each dispute submitted by a Party to arbitrations be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Bareilly Smart City Ltd.)]</i>, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties alternately strike names there from, and the last remaining nominee on the list s be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Bareilly Smart City Ltd.)</i>, Bareilly appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings be conducted in accordance with the rules of procedure for arbitration under the relevant statute applicable. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitutes be appointed in the same manner as the original arbitrator 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and snot be a national of the Consultant’s home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government’s country. For the purposes of this Clause, “home country” means any of: <ol style="list-style-type: none"> (a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. 5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: <ol style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client’s country nor the Consultant’s country];</i> |
| | <p>the <i>English</i> language be the official language for all purposes; and the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) be final and binding and be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement</p> |

| B. Time Control | |
|---------------------------|---|
| PCC 3.1 | The Implementing Agency submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance. |
| PCC 3.2 | The period between Program updates is <i>monthly</i> . |
| C. Quality Control | |
| PCC 3.3 | The Defects Liability Period after issue of project completion certificate (after completion of construction and commissioning of the project): 1 year |
| PCC 4.1 | Payment Schedule |
| | <p>Building Component:</p> <ul style="list-style-type: none"> • Payment shall be made in the form of running bills raised by contractor, as per progress of the work on monthly basis. • The final bill shall be raised by the implementing agency after completing the work in all respect. <p>Performance Security: -</p> <ul style="list-style-type: none"> • 5% will be released after one year of defect liability period. • 5% will be released after 3rd year of maintenance. |

1.3.Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, only be completed by the successful Bidder after contract award.

1.3.1 LETTER OF AWARD

To,

XXXXXXXXXX,

XXXXX ,

Ph:

Subject: - Letter of Award (LOA) for “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”.

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 “Engineering, Procurement & Construction of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance”

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

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

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

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e.**RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 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 contractonnon-judicialstamp paperof Rs.100/- within 10 (Ten) daysfrom 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, theBSCLshall have full rightstorecover the balance stamp duty fromtheBidSecurity deposit.

Kindly acknowledge the acceptance of this “**Letter of Award (LOA)**” 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

THIS AGREEMENT made theday of,, between **[Name of the Employer]**. (Hereinafter “the Employer”), of the one part, and **[name of the Implementing Agency]**.(hereinafter “the Implementing Agency”), of the other part:

WHEREAS the Employer desires that the Works known as **[name of the Contract]**.should be executed by the Implementing Agency, and has accepted a Bid by the Implementing Agency for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Implementing Agency agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents to be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____(if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Activity Schedule and
 - (ix) any other document **listed in the PCC** as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Implementing Agency as specified in this Agreement, the Implementing Agency hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **[name of the borrowing country]**.on the day, month and year specified above.

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Implementing Agency

in the presence of: _____ in the presence of: _____

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date