

REQUEST FOR PROPOSAL

Name of the Work: "Construction/Development Of Smart Street Vending Zone At Allen Club
Mandi With 1 Year Defect Liability Period"



Smart City
MISSION TRANSFORM-NATION

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

Email: ceo.bscl01@gmail.com

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



Ref No: -BSCL/2020-21/ 360

Date:- 10/7/2020

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

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Selection of master System Integrator for Integrated Command and control Centre for Bareilly Smart city Limited including 5 years O & M	360 Lakhs	29500	12 Months	10/7/2020
02	Construction /Development of Smart Street Vending Zone at Allen Club Mandi with 1-year Defect Liability Period	3.3 Lakhs	11800	6 Months	14/7/2020
03	Supply of Heavy Tippers for Waste Management at Bareilly	4 Lakhs	11800	3 Months	14/7/2020
04	Supply of Super Sucker Machine with Dump Tanks at Bareilly	5 Lakhs	11800	3 Months	14/7/2020
05	Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited	6 Lakhs	11800	6 Months	14/7/2020
06	Construction of Maulana Azad School Block with 1 year of Defect liability period	7 Lakhs	11800	6 Months	14/7/2020

1.	Detailed NIT and Bid Document shall be available on: - https://etender.up.nic.in and http://www.bareillysmartcity.in
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), Dainik Jagran (Local edition) को इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी0पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतु प्रेषित करें ।
- आयुक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
- नोटिस बोर्ड पर चस्पा हेतु ।
- कम्प्यूटर प्रभारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

DISCLAIMER

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

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

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


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

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

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

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

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


Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY
(UTTAR PRADESH, INDIA)

Letter no. BSCL/2020-21/ 360

Dt. 10/7/2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites unconditional Bids for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General& Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E- tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400**. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or through Bank Guarantee of Nationalized Bank in favour of **Chief Executive Officer, Bareilly Smart City Limited**. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No :-0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Construction/Development Of Smart Street Vending Zone At Allen Club Mandi With 1 Year Defect Liability Period	3.3 Lakhs	11,800	6 Months

Time schedule for Bidding:

S. No	Description	Critical Dates
1	Upload/Publish of RFP	14/7/2020 11:00AM
2	Bid start Date/Time of RFP	14/7/2020 11:00 AM
3	Pre-Bid Meeting	21/7/2020 11:00AM
4	Bid Closing Date/Time of RFP	5/8/2020 3:00PM
5	Technical Bid Opening Date/Time	6/8/2020 11:00AM
6	Financial Bid Opening Date/Time	To be notified

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


Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

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Project Profile

Introduction

ABD area has 2 major Vegetable Markets, Allen Club Sabji Mandi is one of them. The condition of this vegetable market is not up to the mark, with no proper flooring and shads. No proper entry and exit gates and parking. It also doesn't have any arrangement of waste disposal and reuse. It is important to redevelop this vegetable market to improve its functionality and hygiene. The project is to redevelop this vegetable market in Smart Vending Zone.

Location

This vegetable market is located in the ABD area (selected under Smart City Proposal) in front of Bareilly Municipal Corporation, near Allen Club in Civil Lines, Bareilly, Uttar Pradesh 243001.

Project Need

The Allen Club Sabji Mandi has a total of 205 number of stalls on which the sellers are selling vegetables and fruits. The front half area of the site is not developed properly, where the people use temporary shads and covering on their stalls. The rear half of the site has Tin shads but not in good condition. The Mandi has no flooring and grade separation throughout the site which is not hygienic and causing issues to the seller and buyers. The mandi has a public toilet outside the site, but no public amenities of like drinking water, etc. inside the site. The mandi has no system of cleaning, the waste of rotten vegetables and fruits can be seen all over.

The mandi has various types of stalls according to their sizes i.e. 2 yards, 2.5 yards, 3 yards and 3.5 yards. The rent of these stalls varies as per their size. The unit price of stalls is 'Rs. 30 per yard per day.' Because of the COVID-19 spread the temporary provision for social distancing has been done through bamboo. The Existing Mandi has following things:

- 205 nos. Vegetable vending Stalls.
- Tin Shads in half of the site.
- Entrance Gate way
- Adjacent Public toilet
- Temporary setup for social distancing.

Proposal

The proposal is to redevelop the existing mandi in Smart Vending Zone with following features:

- Interlocking Tiles flooring in passage area with water drainage arrangements.
- Vending Platform with Sand Stone flooring and level difference.
- Renovation of Existing shads with rain water gutters.
- Construction of new shades.
- Separate area allocation for Fruits and Vegetable vending stalls.
- RO Plant and drinking water unit in 2 locations.
- Dustbins, weighing machine
- Bio Composter for on-site waste management and energy generation that can be used in lighting.
- Renovation of Entry/Exit Gates with features like Token system, Cloth bag dispensing unit, etc.
- Arrangement for social distancing.
- Provision of 2 wheeler parking outside the mandi.

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

1. The words “Nagar Nigam, Bareilly”, “BSCL”, or “Employer” mentioned in the RFP shall mean explicitly/implicitly , Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSC on behalf of ,CHIEF EXECUTIVE OFFICER ” for any parts(s)/Portion(s) of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. "Bidder" means a single entity.
3. “Govt.” or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept.” or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
4. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as “contractor”.
5. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
6. The words, “work”, “Work” and “works” shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. **“Last three financial years”** means 2016-17, 2017-18 and 2018-19.
9. **“Similar Work”** means “construction development of smart street vending zone/ renovation or construction of commercial establishment.”

RFP PART- 1: SECTION-II

Detailed Tender Notice

Bid shall be submitted in 2 separate parts:

1. Technical Bid
2. Financial Bid

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

a. Technical Eligibility Criteria

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

- Bidder: Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.
- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2016-17, 2017-18 and 2018-19) duly attested by Chartered Accountant.
- Bidder has to submit EMD and Tender Fees through RTGS/ NEFT Bank Guarantee of Nationalized Bank in favour of Chief Executive Officer, Bareilly Smart City Limited. The receipt of the transaction has to be uploaded online. The original Bank Guarantee shall be submitted to BSCL within 3 days after Bid submission due date.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III).
- No Relationship Certificate (format Annexure I).
- Income tax return copy of last 3 years (FY 2016-17, 2017-18, 2018-19) duly attested by Chartered Accountant. Bidders should have an Average Annual Turnover of value more than **99 Lakhs** during last three financial years.
- Experience certificate of having successfully completed similar works during last 7 years:

Three similar works, each were costing not less than the amount equal to **66 Lakhs**

or

Two similar works, each were costing not less than the amount equal to **82 Lakhs.**

or

One similar work costing not less than the amount equal to **132 Lakhs.**

"Similar work" shall mean any "construction development of smart street vending zone/ renovation or construction of commercial establishment."

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

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

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

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

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

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

And/ or

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

b. Financial Eligibility Criteria / Selection Process

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

Ranking order for Bid for Selection of Contractor – Lowest Price to highest price. The bidder which qualifies all the conditions mention in the bid document and has quoted the lowest rate shall be selected for the contract.

Drawl of Agreement: If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in BSCL and action may be taken to blacklist the contractor. In that case, the L2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L2 bidder negotiates his/her/their rate and terms and conditions as per with the rate quoted by the L1 bidder, otherwise the tender will be cancelled.

RFP PART- 1: SECTION-III
INSTRUCTIONS TO BIDDERS

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only)
2. As stated above, it is a two bid (Part I: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (save as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non – refundable).
3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Earnest Money shall be paid through RTGS/ NEFT/ Bank Guarantee from Nationalized Bank in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.
4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at **11:00 AM** on **Dt 6/8/2020** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on **Dt 6/8/2020** for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at **3:00 PM** onwards.
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2nd lowest bidder (L2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of L2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.

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

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



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

- 1. GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/her/there incomplete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s) , as BSCL may decide just & proper for completion of the procedure(s).The result(s)of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the RFP Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (RFP Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by BSCL with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
- 5. Work Program:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modifications, if any, by BSCL. However, BSCL shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in construction schedule/bar chart as per direction of BSCL. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BSCL.
- 6. Urgent work:** If any urgent work in the opinion of BSCL becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer In-Charge may be his own or through other agency carry it out, as he may consider necessary. All incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.

7. Change(s) in Name and Constitution of the Contractor: Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

8. Period Of Contract: The tender for Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period shall be allotted for a period of 6 months (six months) from the date of commissioning & functioning of Smart street vending zone at Allen club mandi, for which an agreement with the successful bidder shall be signed as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement.

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

9. Security Deposit/ Performance Security

The Successful bidder shall furnish 5% of Security deposit at the time of signing the agreement which includes EMD deposited along with the bid submission through FDR or online. Remaining 5 % security deposit shall be deducted from each running bills. Hence, total 10% security deposit shall be retained by BSCL till the completion of the project.

10. Payment and release of the Funds

- a) Payment shall be released as per the progress of the work. Contractor shall raise first running bill after approximately 15 % of the work done.
- b) Other running bills shall be raised by contractor as per the progress of the work.
- c) Final bill will be raised after the completion of the work in all respect.
- d) After the completion of the work the contractor is liable for one year Defect Liability Period from the date of issuance of completion certificate from the concerned Department.
- e) If the contractor fails to maintain the project in satisfactory manner then BSCL is free to engage another agency to do the work at the risk and cost of the contractor.

11. Custody of Materials

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BSCL will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BSCL or of, any other agency/organization engaged/allowed by BSCL, available/to be made available/going on/to

be started, at or in Connection with the work, failing which BSCL shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to BSCL in required shape and manner or till, BSCL takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BSCL declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BSCL.

12. Supply of Materials

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

13. Statutory Approvals and clearances

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

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

- i. **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders.
- ii. **Inspection:** BSCL will have the right to inspect the scaffolding and centering etc. for the work and can reject partly or fully such structure if found defective in his opinion.
- iii. **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- iv. **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary

fencing and light to protect the public from accident and shall be bound to bear expenses of defense or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic/disruption of traffic.

- v. **Personal Safety Equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- vi. **Precautions against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.
- vii. **Demolition:** Before any demolition work is commenced and also during process of work;
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding.

15. Fair Wages Clause

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

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

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

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

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

17. Provisions for Workman Compensation

BSCL shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, BSCL pays any compensation to honor and abide the order, then said amount(s) shall be recovered from the contractor.

18. Contractor to Indemnify BSCL

The contractor shall take every precaution not to damage or injure life and/or property of any

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

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

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

20. Unilateral Stoppage of Work Progress

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

21. Rescission of Contract

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

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

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

22. Black Listing

A contractor may be black listed for: -

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

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

23. Force Majeure

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

24. Jurisdiction for Legal Dispute

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

RFP PART-1: SECTION-V

Scope of Work

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

Site Location for Smart Street vending zone

The smart street vending zone will be developed in the existing Allen club sabzi mandi by renovating existing facilities and also adding new facilities.

Note: The contractor selected for the project will conduct the required surveys of all the site and if it is determined to be not feasible according to them, they will suggest new sites to replace the unfeasible one and get them approved by the BSCL before commencing the project.

The scope of work includes but is not limited to the following:

- a) Filling and levelling of the site to ensure rainwater does not get collected inside the site
- b) Drains with drain covers for rainwater to run off to main storm water drain
- c) Installing gutters on existing sheds for collecting and carrying rainwater to drain
- d) Constructing new sheds as specified by client
- e) Installing railings around both existing and new sheds to ensure social distancing between vendors and customers.
- f) Construction of 1.5 ft high platforms with kota stone finishing under both existing and new sheds
- g) Red sand stone finishing on pedestrian walking area
- h) 2 drinking water stations (specs given below)
- i) Installation of smart toilets as specified by client
- j) Installation of 1000 kg bio-composting machine (specs given below)
- k) Installing dustbins around the smart street vending zone as specified by client
- l) Construction of gates at the entry and exit points of the facility as specified by client
- m) Installing cloth bag dispensing machine as specified by client
- n) Installing a token system for entry into the smart street vending zone to allow limited number of people inside to maintain social distancing as specified by client

Bio composting machine specifications	
Type of machine	Fully automatic (PLC based)
Reprocessing capacity of machine (kgs)	1000
Chamber volume (approx. six times to reprocessing capacity of machine)(ltrs)	6500 for 1000 kgs reprocessing capacity
Material of body cover	SS-202 of suitable thickness
Gear motor (BEE star rating)	3
Type of waste	Domestic food waste + horticulture waste
Material of vessel shaft	SS-304 of suitable thickness
Dimension of machine	12ft*5ft*6ft
Power consumption (KW)	Max 22 for 1000 kgs reprocessing capacity
Power requirement	440 V, 3 phase , above 100kg

Capacity Twin Shaft Shredder (Kg/Hr)	300
Material of blade of twin shaft shredder	SS-304
Electric motor power rating for twin shaft shredder confirming to IS:325 latest revision	5 horsepower
Norms and specifications	As per solid waste management rules 2016 and conforming to FCO compost quality standard

Drinking water station specifications	
Number of dispensing points	4
Purification capacity of water station	200 LPH
Type of operation	Semi-automatic
Water source	Borewell water
Quality of outlet water from each dispenser of the Water ATM	Conforms to IS:10500(latest)
Technology	UF+RO
UV disinfection	Yes
TDS of inlet/feed water (ppm)	Upto 500 ppm
Turbidity of inlet/feed water	Upto 5 NTU
Hardness of inlet/feed water	Upto 500 ppm
pH of inlet/feed water	6.5 to 8.5
Raw water storage capacity	2000 liter
Raw water storage tank material of construction	HDPE
Treated water storage capacity	500 liter

Weighing Machine Specification	
Type of Electronic Weighing Machine	electronic weighing scale platform
Rated Load/ Capacity(kg)	1000 kg
Resolution(gms)	200mg
Display	LED
Speed of measurement	3 Seconds
Internal calibration	yes
Number of scale division	5000
Power Requirement	mains operated and battery operated
Power Supply	Single Phase
Backup time(hour)	10
Battery type	rechargeable
Conformity to Indian Standrad, IS:9281-3 (1981) part I,II, III & Part IV (latest)	Yes
Dust Proof Cover	Yes

Project Drawings:

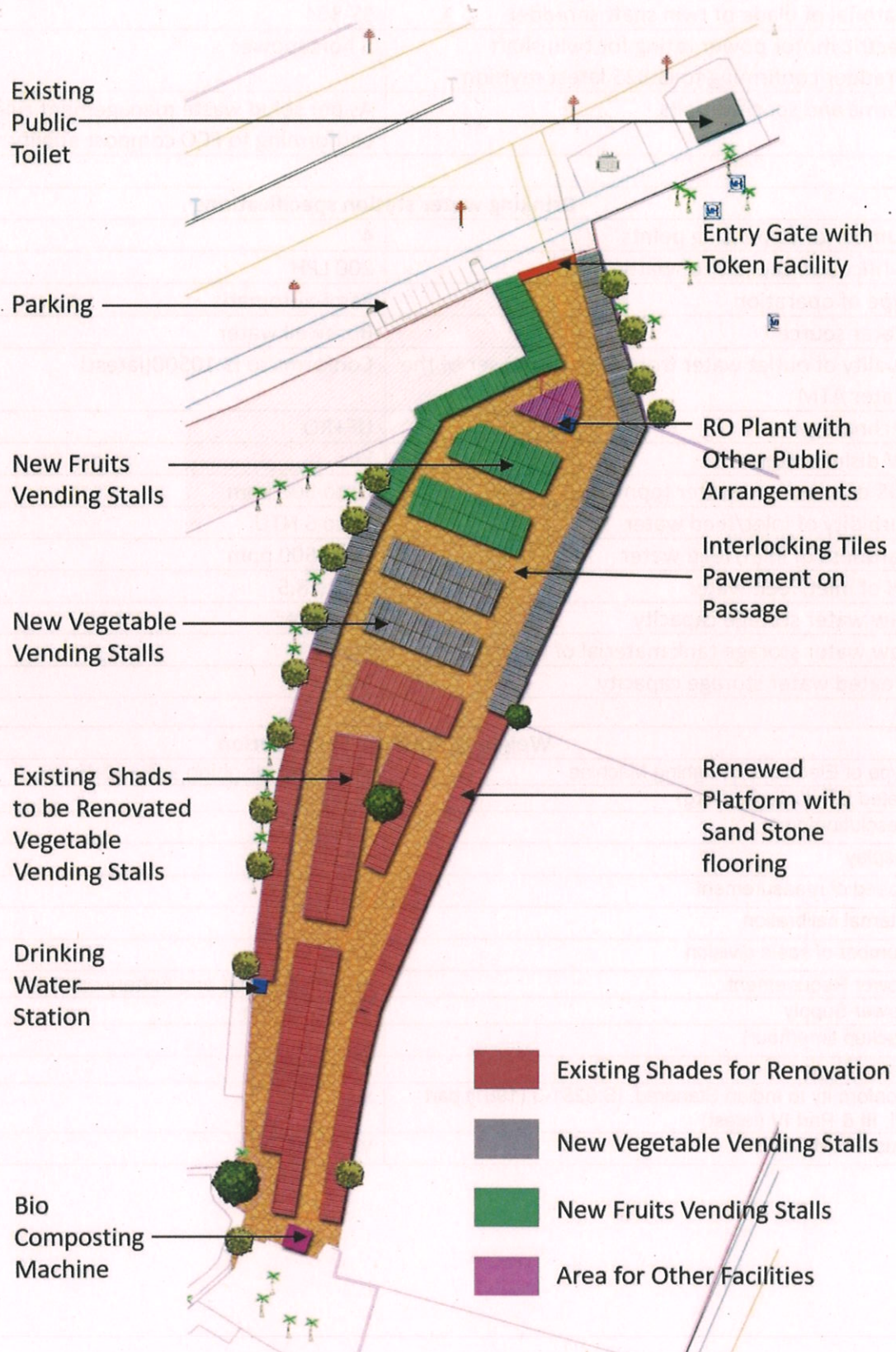


Figure 1 Smart Vending Zone in Allen Club Sabji Mandi Proposal Concept

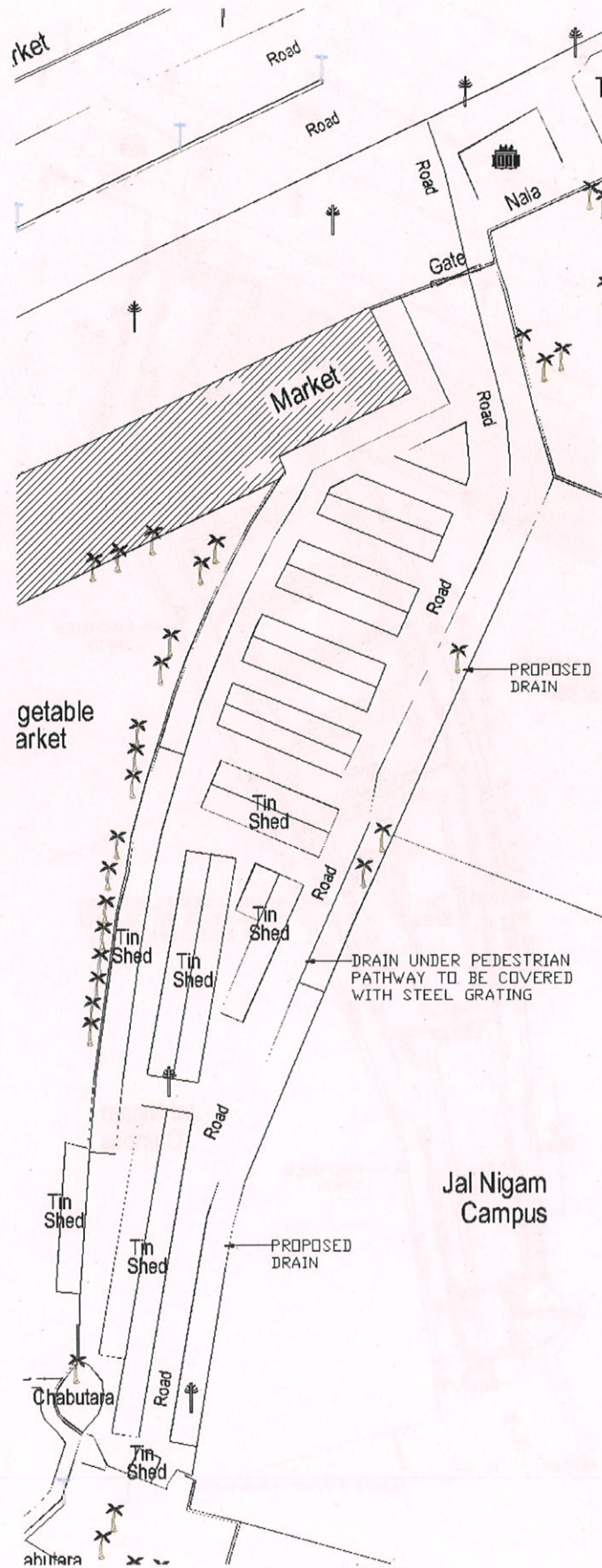


Figure 2 Mandi Plan

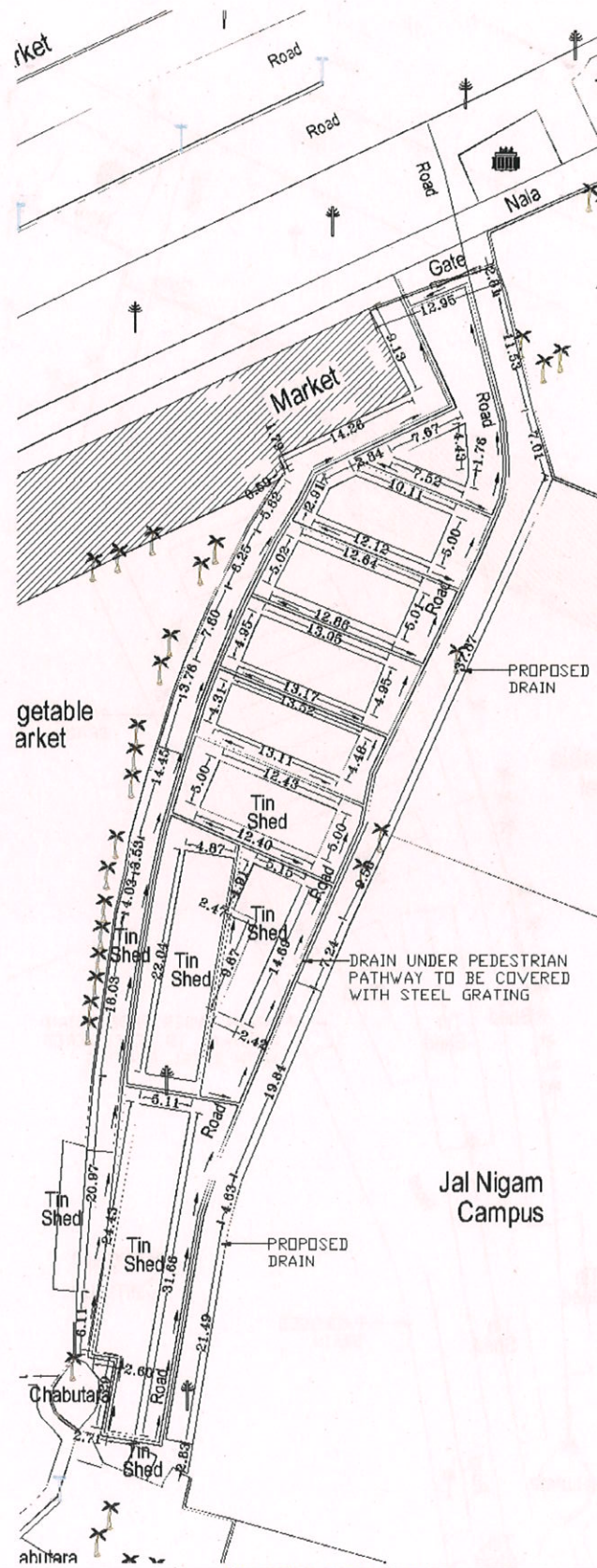


Figure 3 Drainage drawing

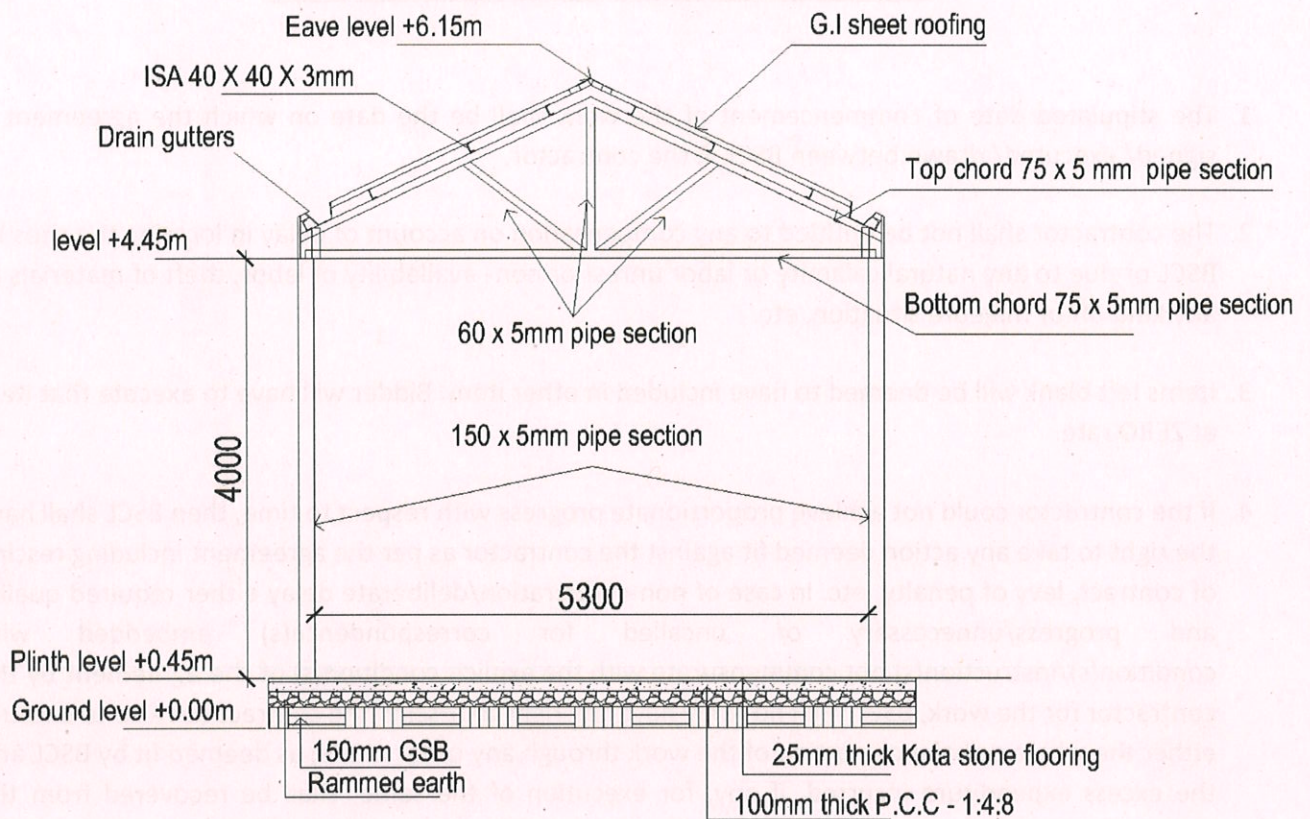


Figure 4 Mandi shed section

Bidder will quote for Construction Cost only.

MONITORING SYSTEM: - A Project Monitoring Unit (PMU) will be setup in the BSCL for monitoring of the Project to make it successful and sustainable and to ensure that the Smart street vending zone at Allen club mandi is in good condition.

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

RFP PART-1: SECTION-VI

SPECIAL CONDITIONS OF THE RFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between BSCL & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BSCL or due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind off or majeure situation, etc.
3. Items left blank will be deemed to have included in other item. Bidder will have to execute that item at ZERO rate.
4. If the contractor could not achieve proportionate progress with respect to time, then BSCL shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**
5. The decision of BSCL regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the CHIEF EXECUTIVE OFFICER, BSCL is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs. 10000 (Ten Thousand Rupees) per day for delay of the work not exceeding 10% of the total project cost.
6. BSCL reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BSCL and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to BSCL.
7. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor and BSCL. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Uttar Pradesh Schedule of Rates (SOR) of PHEO & Works Dept. or local market rate(s) or DSR, as applicable for the items/components not covered under SOR subject to approval of CHIEF EXECUTIVE OFFICER, Bareilly Smart City Limited, Bareilly.

8. The contractor shall put his/her/there signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by the BSCL.
9. The actual date of completion of the original work covering all the sites and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.
10. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
 - a) No interest will be paid by BSCL on the EMD furnished by any bidder, on the Security Deposit of the contractor and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

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

RFP PART- 1: SECTION-VII

ANNEXURE-I: FORMATS FOR PROPOSAL

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-II

DECLARATION CERTIFICATE

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

(*) – strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-III:

AFFIDAVIT

(Applicable for All Bidders)

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

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

(Deponent)

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

ANNEXURE-IV:

BID SUBMISSION LETTER FORMAT

Date:

To,

Chief Executive Officer

Bareilly Smart City Limited,

Nagar Nigam, Bareilly-243001,

Uttar Pradesh,

Subject: Construction/Development of Smart Street vending zone at Allen club mandi with 1 year defect liability period

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to **Construction/Development of Smart Street vending zone at Allen club mandi with 1 year defect liability period**, and submit the following information/undertaking/declaration for consideration of the BSCL.

2. Price and Validity

2.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of Days from the last date of submission of bids.

2.2 We do hereby confirm that our bid prices include all taxes and cess.

3. Earnest Money Deposit

The transaction slip of Amount of Earnest Money deposited (EMD): 3.3 Lakhs online should be enclosed in the bid submitted to Chief Executive Officer as per the details mentioned in the RFP PART 1 , SECTION II.

4. Bid Pricing

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

5. Qualifying Data

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

6. Declarations

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

I/We accept to the conditions mentioned in the tender document for **Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period** as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence

required by the tender document issued by the Bareilly Smart City Limited, Bareilly.

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

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

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

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

I/We hereby confirm to the Design, Build and Operation of **Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period** and further technical specification given and other terms & conditions mentioned in the tender document.

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

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

Thanking you,

Yours faithfully,

Place:.....

Name:

Designation:

Business Address:

ANNEXURE V: BANK GUARANTEE

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

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

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

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

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

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

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

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

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

- I. Our liability under this bank guarantee shall not exceed India Rupees<Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim
- IV. or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

RFP PART- II

FINANCIAL BID FORMAT

PROPOSAL FOR Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period (On the letterhead of the Bidder)

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

Sub: Financial Bid for Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period.

Dear Sir,

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

a) Name of the Work: **"Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period"**

b) Plan and Specifications: The plan and specifications as detailed in bid document and DPR.

c) Scope as defined in NIT part I under Section V

The BSCL reserves the right to increase and decrease the number of locations. The payment shall be made as per the unit Item rate quoted for the locations based on the number of equipment's installed.

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

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

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

Dated:

Bidder's Name.....

Address

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

FORMAT OF THE BID

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

Si.No	Description	Unit	Rate	Qty	Amount
1	SCHEDULE 01 : DISMANTLING				
2	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge.				
3	Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	cum		50	
4	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in-charge.	cum		20	
5	Extra for cutting reinforcement bars manually / by mechanical means in R.C.C.or R.B.work (Payment shall be made on the cross sectional area of R.C.C.or R.B. work) as per direction of Engineer-in-charge.	cum		16	
6	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				
7	In cement mortar	cum		30	
8	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50metres lead.	kg		1000	
9	SCHEDULE 02 : EXCAVATION				
10	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
11	All kinds of soil	cum		787	
12	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth with lead upto 50 metres.	sqm		1372.8	
13	SCHEDULE 03 : CEMENT CONCRETE				

14	Providing and laying in Cement concrete 1:4:8 (1 Cement: 4 approved Coarse sand: 8 Coarse aggregate) size of aggregate shall be 4cm gauge or as approved including supply of all material labor, T&P etc. required for proper completion of the work.	Cu.m.		302	
15	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge. 16.78.1 With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	Cu.m.		385	
16	SCHEDULE 04 : REINFORCED CEMENT CONCRETE				
17	Design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately).				
18	All works upto plinth level	cum		251	
19	Centering and shuttering including strutting, propping etc. and removal of form for :				
20	Foundations, footings, bases of columns, etc. for mass concrete	Sqm		100	
21	Mild steel or iron in plain work such as reinforced concrete or reinforced brickwork (when not included in an over all rates) wrought to required shape as necessary including bending for proper completion of the work and including supply of all steel and waste and overlap and hooks .	per qtl		200.8	
22	SCHEDULE 05 : FLOORING				

23	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	sqm		1179.2	
24					
25	Kota stone slab flooring over 25 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 3 (1 cement : 3 coarse sand) :				
26	25 mm thick	sqm		1372.8	
27	SCHEDULE 06 : STEEL WORKS				
28	Mild steel or iron work of small size and sections such as holding down bolts, hold fast , tie rods , gratings etc (when not included in an over all rates) wrought to required form , including cost of supply of steel , nuts and wastage etc. and there fixing required for proper completion of work	per qtl		20	
29	Same as item no. 502 but of fabrication of grill and staircase railing	per qtl		131.75	
30	SCHEDULE 07 : BRICKWORK & FINISHES				
31	First class brickwork in 1:6 cement and coarse sand mortar in foundation and plinth including supply of all materials, labour and T&P etc. required for proper completion of the work				
32	As in item No.303 but in the proportion of 1:1.5 cement and coarse sand	per cum		81	
33	12 mm Thick plaster with kankar lime over brick minimum thickness not to be less than 3/8" (10mm) thick including supply of all materials, labour and T&P etc. required for proper completion of the work				
34	As in item 579 above but with cement and coarse sand mortar(1:6)	per sqm		352	
35	SCHEDULE 06 : PEB SHED MODULES & MISCELLANEOUS				

36	Design and construction of pre engineered type building as standard IS code considering Live load 0.57KN/sqm, dead load 0.25KN/sqm, wind speed 50m/sec, additional load for solar panels at 15 kg/sqm, seismic zone 4. height 4m at eave and 5.2m in center clear height. Post & beam Frame type with roof slope to be 1:10 and wind bracing of diagonal rod bracing for roof & walls. . Steel to used of Tata, SAIL, Jindal or equivalent. Contrator to submit detailed design, shop drawing complete for approval before fabrication.	sqm		616	
37	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :				
38	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/ 10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture	sqm		250	
39	Providing and fixing 15 cm wide, 45 cm overall semi-circular plain G.S. sheet gutter with iron brackets 40x3mm size, bolts, nuts and washers etc., including making necessary connections with rain water pipes complete.				
40	0.63 mm thick with zinc coating not less than 275 gm/m ²	metre		250	
41	Drinking Water ATM - purification capacity : 200LPH	Each		2	
43	Electronic Weighing Machine	Each		3	
44	TWIN DUSTBIN FOR PUBLIC PLACE	Each		10	
45	Ticket/Token Vending Machine	Each		1	
46	Cloth Bag Vending Machine	Each		1	
	Total				
	GST @ 12%				
	Sub total				
	CESS @ 1%				
	TOTAL				
	GRAND TOTAL				

Quoted Amount = Rs.....

Total sum of (In Figures as in C) ₹.....(In Words)

Rupees.....

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

Dated:

Bidder's Signature

Seal

Address

Witness:

Address:

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

(Designation)

SIGNATURE OF AUTHORITY BY WHOM the TENDER IS ACCEPTED

Format of Letter of Intent

To,
XXXXXXXXXX,
XXXXXX ,

Ph:

Subject: - Letter of Intent (LOI) for “Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period”.

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 “Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period”

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

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

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

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400.**

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

The Bidder shall furnish an affidavit on a stamp paper of Rs.10/- stating that if there is any change in the govt. guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp papers of appropriate value. In the event of failure, the BSCL shall have full rights to recover the balance stamp duty from the Bid

Security deposit.

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

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

Agreed and Accepted

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

Name:

Designation:

Address:

Place:

Date:

Company Seal

DRAFT CONTRACT AGREEMENT

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

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

THIS AGREEMENT is made on day of, 2019 between **Bareilly Smart City Limited**, a company incorporated under the Companies Act, 2013 having its CIN No. as U93000UP2018SGC102746 and its Registered Office at "C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001", (hereinafter referred to as "Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART**

and

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

WHEREAS the Owner, desirous of associating with the Contractor for "**Construction/Development of Smart street vending zone at Allen club mandi with 1 year defect liability period**" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

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

Article - 2.0 - Date of commencement of Contract

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

Article - 3.0 - Contract Documents

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

- (i) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement).
- (ii) Accepted Letter of Intent till the execution of Contract Agreement between the Owner and the Contractor. (Annexure 1)
- (iii) Bid submitted by the Successful Bidder (Annexure 2)
- (iv) RFP issued to the Bidder (comprising Instruction to Bidders, General Conditions of Contract, Special Conditions of Contract and Technical Specification) and Corrigendum (Annexure 3)
- (v) Designs and Drawings. (As per DPR - Annexure 4)

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

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

Article - 4.0 - Scope of Work

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

Article - 5.0 - Contract Price

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

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete the work in 6 months from the date of Signing of Contract

and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner’s Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner’s Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the Contractor and the Owner’s Engineer. This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic. M/s has furnished an Amount of Rs...../- through NEFT/RTGS/FDR on vide Txn No. along with the EMD Deposited of Rs...../-in the account of Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400 vide Txn No. as Security Deposit for the **Tender ID No :** Hence the total requisite amount for the agreement is Rs...../- has been furnished by M/s

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

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

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

Witness:

- 1.
- 2.