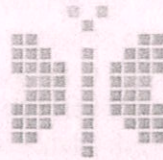


REQUEST FOR PROPOSAL

Name of the Work: "Development of Road under Shyamganj Flyover under Bareilly Smart City with 1 year Defect Liability Period"



Smart City
MISSION TRANSFORMATION

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

Ref No: -BSCL/2020-21/769

Date:- 27-02-2021

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	Design, Supply and Construction of Drain and Pond Rejuvenation Civil works in Akshar Vihar Pond in Bareilly	8 Lakhs	11,800	9 Months	2.3.21
02	Development of night Market under Shyamatganj Flyover with 1 year Defect Liability Period	7 Lakhs	11,800	6 Months	2.3.21
03	Supply and Fixing of Solid Waste Management Plant's Equipment under Bareilly Smart City Limited with 1 Year Defect Liability	4 Lakhs	11,800	30 Days	6.3.21

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, Hindustan Times (All edition), Dainik Jangraon (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 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/2020-21/769

Dt. 27/02/2021

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Percentage 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 from a Nationalized Bank pledged in favor of Chief Executive officer, Bareilly Smart City Limited, Bareilly. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: -0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Development of Road under Shyamganj Flyover under Bareilly Smart City with 1 year Defect Liability Period	7.0 Lakhs	11,800	6 Months

Time schedule for Bidding:

S. No	Description	Critical Dates
1	Upload/Publish of RFP	02/03/2021 3:00 PM
2	Bid start: Date/Time of RFP	02/03/2021 3:00 PM
3	Pre-Bid Meeting	— — — —
4	Bid Closing Date/Time of RFP	15/03/2021 3:00 PM
5	Technical Bid Opening Date/Time	16/03/2021 3:00 PM
6	Financial Bid Opening Date/Time	To be notified

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

Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

CONTENTS OF RFP

Contents

BAREILLY SMART CITY LIMITED (BSCL) BAREILLY.....	1
DISCLAIMER	2
BAREILLY SMART CITY LIMITED (BSCL)	3
Time schedule for Bidding:	4
Chief Executive Officer, Bareilly Smart City Limited,.....	4
Project Profile	6
RFP PART- 1: SECTION-I.....	7
RFP PART- 1: SECTION-II.....	8
RFP PART- 1: SECTION-III.....	10
RFP PART- 1: SECTION -IV	12
RFP PART-1: SECTION-V	18
Scope of Work.....	18
Detail Scope of Works.....	19
RFP PART- 1: SECTION-VII	23
ANNEXURE-I: FORMATS FOR PROPOSAL	23
ANNEXURE-II	24
DECLARATION CERTIFICATE	24
ANNEXURE-III:	25
AFFIDAVIT	25
ANNEXURE-IV:	26
BID SUBMISSION LETTER FORMAT	26
Part II.....	29
Format of Letter of Intent.....	37
Format for Bank Guarantee for EMD.....	42
Performance Bank Guarantee	44

Project Profile

Bareilly smart city has been selected in round 4 under the smart city mission by the Government of India. The up gradation of public facilities and Infrastructure is one of the major components of the Bareilly Smart City scheme. The Shayamganj market is a one of the important market of Bareilly. After the construction of Shyamganj Flyover this market lost its ambience. The BSCL intends to renovate this road under the flyover with following features:

- Road development
- Drain development for proper drainage
- Decorative Lights
- Vending Zones
- Toilets
- Parking area
- Mosaic Tiles around Pillars
- Horticulture works
- Graffiti works etc.

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 an entity submitting the proposal.
3. "Govt." or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept." or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
4. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "contractor".
5. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
6. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. "Last three financial years" means 2016-17, 2017-18 and 2018-19.
9. "Similar Work" means "Construction & development of CC Roads."

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, 2018-19 i.e. assessment year 2017-18, 2018-19, 2019-20) duly self-attested by the Bidder.
- Balance sheet 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) of Nationalized Bank and Tender Fees through RTGS/ NEFT. The receipt of the transaction has to be uploaded online. The Bank Guarantee should be submitted to BSCL within 3 days after Bid submission due date.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III).
- No Relationship Certificate (format Annexure I).
- Bidders should have an Average Annual Turnover of value more than 2.3 Cr. 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 1.52 cr. each.

or

Two similar works, each were costing not less than the amount equal to 2.00 cr. each.

or

One similar work costing not less than the amount equal to 3.05 Cr.

10. "Similar work" shall mean any "Construction & Development of CC Roads."

***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.

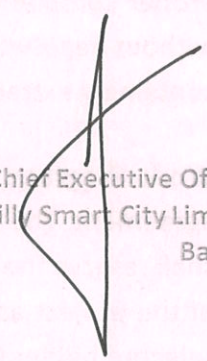
Ranking order for Bid for Selection of Contractor – Lowest Price to highest price. The bidder which qualifies all the conditions mention in the bid document and has quoted the lowest rate shall be selected for the contract.

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.p.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only)
2. As stated above, it is a two bid (Part1: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (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 in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.
4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at 03:00 PM on Dt. 16/03/2021..... in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt. 16/03/2021 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 outrightly 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 Development of Road under Shyamganj Flyover under Bareilly Smart City Limited with 1 year defect Liability Period shall be allotted for a period of 6 months (six months) from the date of commissioning & functioning of project, 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 10% of Security deposit at the time of signing the agreement which includes EMD deposited along with the bid submission through FDR or Bank Guarantee or online transfer.

- (a) Security deposited shall be retained by the BSCL till the completion of the project.
- (b) 10% of security deposited will be released by BSCL after successful completion of one year of defect liability period.

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

- 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 works under this Contract comprises, Development of Road under Shyamganj Flyover under Bareilly Smart City Ltd. and all related works.
 - Other works may include installation or restoration of existing water, drainage and electrical power utilities.
 - 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 landscape planting shall be provided and in a healthy and vigorous growing condition.
 - 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 have to prepare and submit execution presentation and 'shop Drawings' before execution and 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format. Statutory and other charges for getting various required approvals as required shall be in scope of Successful bidder.
 - 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 Contractor shall prepare presentation, shop drawings/fabrication drawings for the all works in accordance with the approved concept design approved by Employer.

- 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;

Detail Scope of Works

The scope of work shall comprise of, but not limited to the following:

General

Contractor shall be responsible for making the facility fit for the intended purpose while performing all of its obligations covered under the Contract Document in its entirety. The work shall be done in accordance to the drawings approved by the statutory authorities. Scope includes road development, work planning, Demolition of existing structures, boundary wall, shop drawings and construct entire road area in accordance with the same. The scope shall also include preparation of as-built drawings before handing over the work to the Employer, maintaining the Quality assurance & Quality control (QA&QC) including control, corrective actions, reporting and arranging for regular inspections by all concerned. As deemed necessary by the Employer/Employer's Engineer/PMC, Contractor shall execute necessary mock-ups of all items/activities related to the Work performed required under this Contract as indicated below and the cost for the same shall be deemed to be included in the Contract price. The Contractors are advised to visit the site before submitting the Proposal for the works. The Scope includes all temporary works required for the completion of works, testing and commissioning and handover till Defect liability Period.

Landscape Works

Scope

The Landscape scope includes procure, supply, construction, installation, furnishing, equipping, testing, commissioning and execution of landscaping works.

- Site grading as per the requirements
- Good garden earth & manure
- Trees, shrubs.
- Irrigation system for trees and shrubs.
- Plantation work.
- The Contractor will supply and install barricades for safeguarding landscape development area and works. He may also install the barricades in the landscape development area according to his own understanding if he feels that any part of the landscape area is bound to be damaged for any reason, Contractor shall follow pre construction and during construction soil erosion control measures as per the NBC.

Paint / Polish: Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm, Complete synthetic enamel paint. The bidder shall also be responsible for the graffiti/ art work on the surfaces.

1.2.3 Electrical Works

Scope

The scope of work shall cover unloading, storing at site of all equipment, erection and commissioning, test at site, performance guarantee test run, training of Employer's personnel and handing over of the complete electrical system along with mandatory spares as per the terms & conditions. The scope of work shall comprise of, but not limited to the following:

Lighting system including Fitting and fixtures.

1.2.8 Road Works

Scope

The scope of proposed road works includes development of internal roads/driveways, pathway and parking areas within building site. The Contractor shall carry out, and be responsible for, execution of the road works, including any site surveys, sub soil investigation and all other things necessary for proper planning, design and construction.

Design Requirements

- Contractor shall undertake the Site Survey.
- Contractor shall give proposed finished road levels (FRLs)/finished ground levels (FGLs)
- Relation with accessibility to various buildings or developed areas and proper drainage of overall site including Site Grading.
- For all structural designs and drawings the Contractor must get the proof check done by accredited agencies at his own cost before submitting for the approval of the Employer.
- Contractor shall prepare and submit Shop drawings, fabrication Drawings, Site Layouts, etc., necessary for execution.
- The construction works shall include but not limited to Soil stabilization or other measures to be implemented to improve soil sub grade strength as per design intent.

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 Development of Road under Shyamganj Flyover 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 Development of Road under Shyamganj Flyover 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/ BSCL 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 "Development of Road under Shyamganj Flyover under Bareilly Smart City Limited" in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. My/Our presentaddress for correspondence is.....andmy/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

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

ANNEXURE-IV:
BID SUBMISSION LETTER FORMAT

Date:

To,

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

Subject: Development of Road under Shyamganj Flyover under Bareilly Smart City Limited

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to **Development of Road under Shyamganj Flyover under Bareilly Smart City Limited 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): 7.0 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 to **Development of Road under Shyamganj Flyover under Bareilly Smart City Limited 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 / We.....hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector URFP /Central Government.

I/We hereby confirm to the to **Development of Road under Shyamganj Flyover under Bareilly Smart City Limited 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:

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Part II

Financial bid format

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

Sub: **Financial Bid for to Development of Road under Shyamganj Flyover under Bareilly Smart City Limited with 1 year Defect Liability Period.**

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

Name of the Work: **"Development of Road under Shyamganj Flyover under Bareilly Smart City Limited"** .

- a) Location Plan and Specifications: The location plan and specifications as detailed in bid document and DPR.
- b) Scope as defined in NIT part I under Section V

The BSCCL reserves the right to increase and decrease the number of locations. The payment shall be made as per the terms of RFP Document. The above tender is hereby accepted by me on behalf of the Bareilly Smart City Limited, Bareilly.

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

Percentage BoQ

Name of the Bidder/
Bidding Firm /
Company :

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	GST @12	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes
1	2	4	5	6	15	53	54
2	Excavation in foundation in ordinary soil, loame, clay or sand including lift upto 1.5 m and lead upto 30 m including filling watering and ramming of excavated earth in to the trenches or in to the space between the building \$ the side of foundation trenches or in to the plinth , removal \$ disposal of surplus earth as directed by the engineer in charge upto a distance of 30 m from the foundation trenches . (Excluding royalty)	600.00	CUM	135.00	9720.00	81,000.00	90,720.00
3	Dismantling of brick work or stone work in lime or cement mortar and including satking or material as directed the Engineer-In-Charge With in diastance of 60 mtrs	400.00	CUM	450.00	21600.00	1,80,000.00	2,01,600.00
4	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.	200.00	CUM	284.29	6822.96	56,858.00	63,680.96

6	Mild steel or iron in plain work such as reinforced concrete or reinforced brickwork (when not included in an over all rates) wrought to required shape as necessary including bending for proper completion of the work and including supply of all steel and watsage and overlap and hooks .	200.00	QTL	6250.00	150000.00	12,50,000.00	14,00,000.00
7	Cement concrete with 4 cm . (1.5") gauge approved stone, ballast, approved coarse sand and cement in the proportion of 1:3:6 including supply of all material, albour and T&P etc. required for proper completion of the work.	1,500.00	CUM	6530.00	1175400.00	97,95,000.00	1,09,70,400.00

8 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.

9 Cement concrete manufactured in automatic batching plant (RMC plant) / c transportation site in transit mixer

						CUM	1,700.00
					8100.66		
							1652534.64
							1,37,71,122.00
							1,54,23,656.64

10	Providing and laying of factory made 80 mm thick interlocking cement concrete tiles (30mpa) including 25mm thick compacted bed of fine sand compacting and proper embedding/ laying of interlocking tiles levelling and dressing of surface to required level and slope,filling joints with fine sand including the cost of material, labour T&P etc. required for proper completion of work as directed by Engineer-in-charge	1,000.00	PER SQM	830.00	99600.00	8,30,000.00	9,29,600.00
11	First class brick work in 1:5 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.	450.00	CUM	4910.00	265140.00	22,09,500.00	24,74,640.00
12	12 mm cement plaster with cement & fine sand of 1.25 F.M mortar of mix 1:4 (1 cement : 3 fine sand)	1,400.00	Per SQM	150.00	25200.00	2,10,000.00	2,35,200.00

<p>13</p> <p>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,</p>	<p>20.00</p>	<p>EACH</p>	<p>7605.00</p>	<p>18252.00</p>	<p>1,52,100.00</p>	<p>1,70,352.00</p>
<p>14</p> <p>CAST IRON BENCH (CAST IRON 3 SEATER): MATERIALS Cast Iron Bench made up of MS square tubes (50 mm X 25 mm) in length of 1500 mm size Number of square tubes along the length comprising back and seat :13 Minimum Weight of square tubes (in KG):24 Stand / legs made up of Cast Iron Material of best quality Thickness of Stand/Leg material ± 1 mm: 32 mm GENERIC Bench Type Integrated seat and back,Colour of seat and back Red,Seating capacity Three persons Weight bearing capacity in (KG): 170</p>	<p>10.00</p>	<p>EACH</p>	<p>20000.00</p>	<p>24000.00</p>	<p>2,00,000.00</p>	<p>2,24,000.00</p>

15	Mild steel or any Iron work of small size or such holding down bolts, hold fast, tie rods, gratings, etc. (when not included in over all rates) wrought to required from including ods sluppy of steel, bolts, nuts, and wastage etc.and fixing required for proper completion of works.	25.00	Per QNTL	6590.00	19770.00	1,64,750.00	1,84,520.00
16	as above, but of fabrication of grill and stair case railing	100.00	Per Sqm	22.00	264.00	2,200.00	2,464.00
17	Applying priming coat over new steel and other metal surface after and including preparing the surface throughly cleaning oil grease dirt and other forign matter and scoured with wire brushes, fine steel / wood scappers sand papering and knotting including cost of all materials, labour abd T&P etc required for proper completion of work.	100.00	Per Sqm	30.00	360.00	3,000.00	3,360.00
18	Painting first coat over priming coat (but excluding cost of priming coat) on wood or steel and other metal surface with superior synthetic enamel standard make brushing to give an even shade and finish and including cleaning the surface of all dirt and other foreign matter sand papering and stripping including cost of all materials, labour , T&P etc required for the proper completion of the work.	100.00	Per Sqm	30.00	360.00	3,000.00	3,360.00

19	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	2,500.00	Per SQm	92.00	27600.00	2,30,000.00	2,57,600.00
20	Cement concrete with 4cm (1.5") gauge approved stone, ballast stone, coarse sand and cement in the proportion of 1:1.5:3 including supply of all maetrial, laboursand T&P etc. required for prort completion of work.	150.00	CUM	7580.00	136440.00	11,37,000.00	12,73,440.00
21	Providing and fixing Glass mosaic tiles on finished plain wall surface of size 20 mm x 20 mm x 4 mm in all colour, design , fixing in customize design as per direction of Engineer-in- Charge. The glass mosaic tiles to be fixed on the wall surface with the help of approved adhesive applied at the rate of 2.5 kg per sqm and grouting of the same. The rate is inclusive of all operation, material and required pattern approved by Engineer-in-Charge:	370.00	sqm	2876.42	127713.05	10,64,275.40	11,91,988.45
22	Providing and laying Neelgiri/Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and than rolling the surface with light roller make the surface smoothen and light waterning with sprinkler and maintenance for 30 days or more	420.00	SQM	203.90	10276.56	85,638.00	95,914.56

	till the grass establish properly, as per direction of officer-in-charge.								
24	Ficus blackii (F.vivion) of height 45-60 cm. with 6-8 branches healthy foliage in earthen potsof size 25 cm Each	50.00	No.s	110.00	660.00	5,500.00	6,160.00		
25	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserveiceable material's as per direction of officer in charge (excluding cast of plant & water)								
26	Shrubs Plant	50.00	Each	2.15	12.90	107.50	120.40		
27	Finishing walls with Graffiti or art work as per the direction of iengineer-incharge New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	2,500.00	SQM	300.00	90000.00	7,50,000.00	8,40,000.00		
28	ELECTRICAL								
29	Supply and fixing of LED Street light Fitting having die cast aluminium body and diffuser with driver set suitable for 110 to 130 Watt. Confirming to IP 66 Protection complete in all respect. CAT- AAA make PHILIPS, SYSKA, HAVELLS, BAJAJ or similar make.	75.00	each	10500.00	94500.00	7,87,500.00	8,82,000.00		

30	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.							
31	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	300.00	Meters	176.99	6371.64	53,097.00	59,468.64	
32	Supply and laying of aluminium conductor PVC insulated armoured served sheathed cables 1100 Volts grade at a depth of 750 mm below ground level over a cushion of 75 mm. thick sand all around and protected with burnt bricks on sides and on top. On surface the cable run shall be fixed on M.S. clamps etc. of suitable size or as directed by the Engineer-Incharge, complete in all respect. The armouring of the cable shall be properly connected with the earth conductor by clamps etc. (A) 16 sq.mm 4 core	1,500.00	Meters	343.00	61740.00	5,14,500.00	5,76,240.00	
33	Supply and fixing of brass nickle plated compression gland for PVC insulated & armoured served sheathed, underground cable including rubber ring etc. complete in all respect. The armouring of the cable shall be properly connected with the earth as per direction of Engineer-Incharge.	150.00	Each	123.00	2214.00	18,450.00	20,664.00	

34	Supply and fixing of plain or pin type copper tin plated cable socket (lug) to the cable leads, insulating with tape and making connection etc. complete in all respect as per direction of the Engineer-Incharge.	300.00	Each	27.00	972.00	8,100.00	9,072.00
35	GRAND TOTAL	1.00	Nos	1.00		3,35,59,697.90	3,75,86,861.65
Total in Figures						3,35,59,697.90	3,75,86,861.65
Quoted Rate in Figures						0	0
Quoted Rate in Words			Select			0	0

Rate Quoted =% below/ Above of estimated cost.

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,
XXXXX ,

Ph:

Subject: - Letter of Intent (LOI) for “**Development of Road under Shyamganj Flyover under Bareilly Smart City Limited**”.

Tender ID: 2019_....._....._..

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 “**Development of Road under Shyamganj Flyover under Bareilly Smart City Limited**”

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

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

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

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 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, 2020 between **Bareilly Smart City Limited**, a company incorporated under the Companies Act, 2013 having its CIN No. as U93000UP2018SGC102746 and its Registered Office at "C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001", (hereinafter referred to as "Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART**

and

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

WHEREAS the Owner, desirous of associating with the Contractor for "**Development of Road under Shyamganj Flyover under Bareilly Smart City Limited**" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect there of issued by the Owner in response to Invitation for Bid (IFB) dated

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

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

Article - 2.0 - Date of commencement of Contract

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

Article - 3.0 - Contract Documents

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

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

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

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

Article - 4.0 - Scope of Work

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

Article - 5.0 - Contract Price

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

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete the work in **6 months and (Operate) it for a period of 36 (Thirty Six) months** from the date of Signing of Contract and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

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

Contractor and the Owner’s Engineer. This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic. M/s has furnished an Amount of **Rs...../-** through NEFT/RTGS/FDR on vide Txn No. along with the EMD Deposited of **Rs...../-** in the account of Bareilly Smart City Limited, A/C No. : 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

(.....)
 For M/S

.....
 Bareilly Smart City Limited

(CONTRACTOR)

Witness:

1.

2.

Witness:

1.

2.

Format for Bank Guarantee for EMD

B.G. No.

Dated:

In consideration of you, Bareilly Smart City Limited, having its office at _____, (hereinafter referred to as "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956/2013] and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Name of the Project "....." (hereinafter referred to as "the Project") pursuant to the RFP Document datedissued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby as per the Detailed Tender Notice of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of Rs _____ (Rupees _____) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Authority is disputed by the Bidder or not merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding

Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

This Guarantee shall be irrevocable and remain in full force for a period of 365 days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences

between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.

It shall not be necessary for Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

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 _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)