

REQUEST FOR PROPOSAL

Name of the Work: "Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly"



Smart City
MISSION TRANSFORM-NATION

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Employer : - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

Email: ceo.bscl01@gmail.com

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

Ref No: -BSCL/2020-21/434

Date:- 07/09/2020

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

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Supply of Heavy Tippers for Waste Management at Bareilly	4 Lakhs	11800	3 Months	10/09/2020
02	Supply of Super Sucker Machine with Dump Tanks at Bareilly	5 Lakhs	11800	3 Months	10/09/2020
03	Construction of Maulana Azad School Block with 1 year of Defect liability period	7 Lakhs	11800	6 Months	10/09/2020
04	Installation of Contactless Hand Washing Station in Bareilly under Bareilly Smart City with One-year Operation and Maintenance	25000	1180	3 Month	10/09/2020
05	Construction, commissioning, Operation, and maintenance of 500 KLD phytroid STP for Conservation and Rejuvenation of Sanjay Community Hall Pond, Bareilly	4 Lakhs	11800	6 Months	10/09/2020
06	Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited	75 Lakhs	11800	12 Months	10/09/2020

1.	Detailed NIT and Bid Document shall be available on: - https://etender.up.nic.in and http://www.bareillysmartcity.in
2.	Tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP.
3.	Amendment to NIT if any would be published on website only.
4.	In case of any queries on this RFP, intending bidders may contact THE GENERAL MANAGER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: - 0581- 25510074, 7055519602) or send an email to: ceo.bscl01@gmail.com

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

- सम्पादक, Tanis of India (All Editions), Hindustan Times (All Editions), Dainik Jyoti (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 चस्था 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 what so ever. 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/ 434

Dt. 07/09/2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

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

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly	4 lakhs	11800	6 Months

Time schedule for Bidding:

S. No	Description	Critical Dates	
1	Upload/Publish of RFP	10/9/2020	11:00 AM
2	Bid start Date/Time of RFP	10/9/2020	11:00 AM
3	Pre-Bid Meeting	- - - -	
4	Bid Closing Date/Time of RFP	19/9/2020	3:00 PM
5	Technical Bid Opening Date/Time	21/9/2020	3:00 PM
6	Financial Bid Opening Date/Time	To be notified	

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


Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

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Project Profile

Introduction and Background

Bareilly is one of the major cities of the Uttar Pradesh state of India. It lies on latitude 28.3670° N and longitude 79.4304° E at an altitude of 268 m from mean sea level (MSL) and has an area of 235 km². The population of Bareilly city as per 2011 census is 9,03,668 out of which 4,76,927 are male and 4,26,741 are female. The average literacy rate of the city population is 68.25% and sex ratio is 895. Ramganga river, which is a left bank tributary of Ganga river passes 2 km far from the city. The city has numerous facilities including healthcare, educational, water supply, electricity, business and employment opportunities etc. but still these are not adequate due to continuous increasing population and urban sprawl. The city is also lagging behind in providing good sanitation facilities.

Status of Water Supply and Sewerage in Bareilly

Bareilly Municipal Corporation is responsible for providing civic amenities including water supply and sanitation facilities in Bareilly. Uttar Pradesh Jal Nigam carries out planning, design and execution of new water supply and sewerage projects. As per 2011 census the water demand of Bareilly city is 130 MLD and the source of raw water are mainly ground water extracted through tube wells. At present the piped water supply coverage is 47% with average water supply rate of 126 LPCD.

Sewage generation in the city is nearly 98 MLD which is discharged through various nallas and drains passing through the city. There is no conventional sewage treatment facility in the city although one STP of 35 MLD capacity is at the planning stage. Mostly part of this untreated sewage is discharged on open land out of the city. Some part of the sewage goes to Ramganga river after flowing through different nallas.

Water Bodies in Bareilly

The city of Bareilly has many water bodies including Sanjay community pond, Akshar vihar pond, Golf course lake, Delapeer pond, North city pond and some other small ponds. Rivers like Ramganga river flows 2 km away from Bareilly, Nakatia Nadi and some other natural nallah flow through city forming natural drainage pattern of the city.

Sanjay Community Pond

Sanjay Community Hall Pond (SCH) is situated near the central part of Bareilly city at 28.353888° N latitude and 79.420059° E longitude. It is trapezoidal in shape having an area of nearly 11000 m², which is further going to be reduced as 7000 m² under smart city works. The existing depth of pond is 2m which will be increased up to 4m under smart city initiatives along with construction of stone pitched retaining wall. The SCH Pond receives water from natural rainfall in the monsoon season by drainage through drains from the vicinity of the pond and along with this storm water it is receiving sewage daily from the surrounding locality. The untreated sewage flowing into the pond is deteriorating the quality of water in the pond hence there is an urgent requirement of treatment of sewage before its discharge

into the pond. The location of the study area of Sanjay Community Pond is shown in Figure 1.1 (a) and (b).

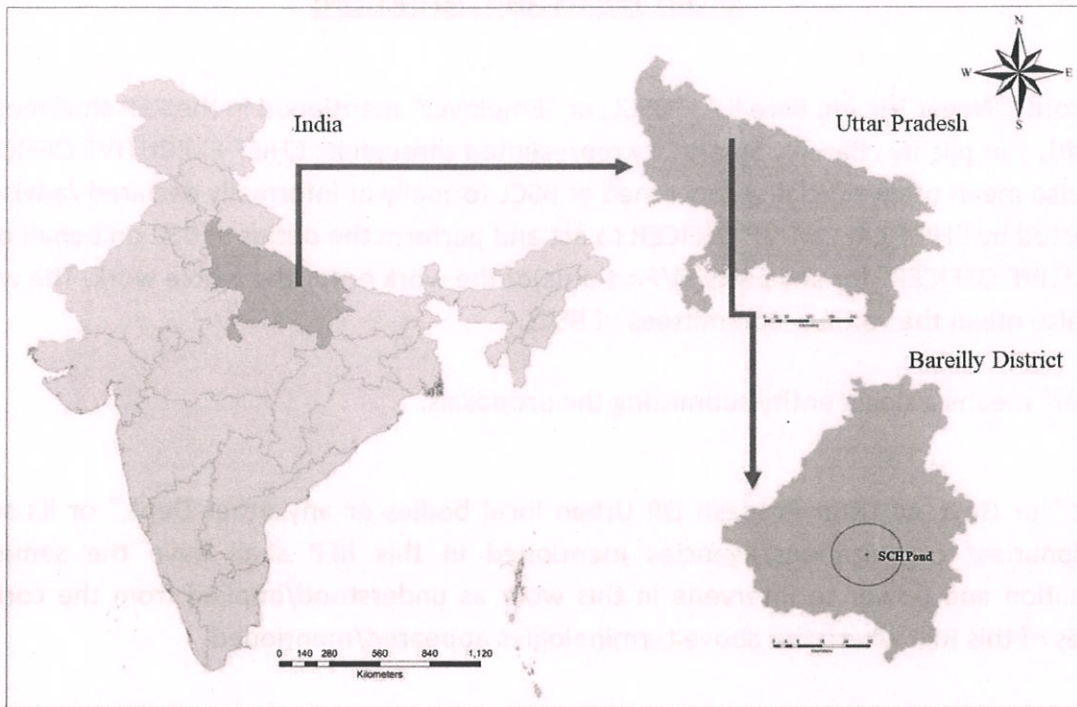


Figure 1.1 (a)

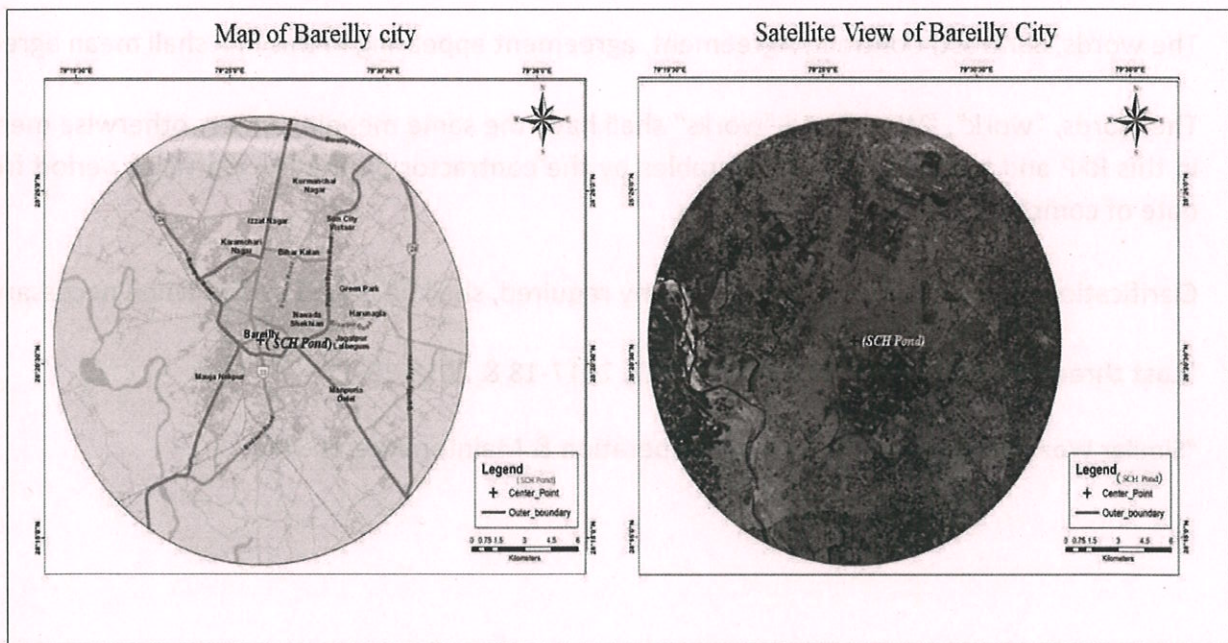


Figure 1.1 (b)

Fig. 1.1: Location of Study Area of Sanjay Community Pond in India

(4)

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

1. The words "Nagar Nigam, Bareilly", "BSCL, or "Employer" mentioned in the RFP shall mean explicitly / implicitly , Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared /advised / instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSC on behalf of, CHIEF EXECUTIVE OFFICER" for any parts(s)/Portion(s)of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. "Bidder" means a single entity submitting the proposals.
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, select decadency, 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 warranty period 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 & 2018-19.**
9. **"Similar Work" means Construction and Operation & Maintenance of STP.**

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

Tendered 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 and Tender Fees through RTGS/ NEFT Bank Guarantee of Nationalized Bank in favour of Chief Executive Officer, Bareilly Smart City Limited. The receipt of the transaction has to be uploaded online. The original Bank Guarantee shall be submitted to BSCL within 3 days after Bid submission due date.
- Self-declaration certificate by Bidder in the form of Affidavits to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III).
- No Relationship Certificate (format Annexure I).
- Bidders should have an Average Annual Turnover of value not less than 120 Lakhs of estimated cost projected of NIT during last three financial years i.e. FY 2016-17, 2017-18, 2018-19.
- Experience certificate of having successfully completed similar works during last 7 years:
One similar work costing not less than the amount equal to 80% of the estimated cost.
or
Two similar works each costing not less than the amount equal to 50% of the estimated cost.

or

Three similar works each costing not less than the amount equal to 40% of the estimated cost.

“Similar Work” means Construction and Operation & Maintenance of STP.

- 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 Lowest Bidder will be selected for the contract if he/she qualifies in all the terms and conditions kept by BSCL.

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 black list the contractor. In that case, the L2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L2 bidder negotiates his/her/their rate and terms and conditions as per with the rate quoted by the L1 bidder, otherwise the tender will be cancelled.

RFP PART- 1: SECTION-III
INSTRUCTIONS TO BIDDERS

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only)
2. As stated above, it is a two bid (Part I: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (save as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non-refundable).
3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Earnest Money shall be paid through RTGS/ NEFT / BANK GUARANTEE (BG) in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.
4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at Time: 3:00 pm on Dt 21/9/20 in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt 21/09/20 for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at Time: 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/in applicable and in consistent 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 worksites during execution of the aforesaid work should be deposited at site suggested by BSCL.
- 11. Unusual or unilateral interpretation (if any), of any part or whole of the RFP by any bidder and subsequently by the selected bidder, of any information /condition /provision to be laid down in the agreement (to be drawn between the selected bidder and BSCL), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/ correspondence(s) on the same form BSCL, shall be treated as violation(s) of the terms and conditions of this RFP/agreement and hence, action as deemed fit by BSCL shall be taken against such bidder(s) or contractor. Under such circumstance(s), BSCL shall resort to any procedure deemed fit for execution/completion of the work no claim in any manner by any bidder or the contractor shall be entertained/ accepted by BSCL.

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

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

- 1. GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/her/there incomplete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according to the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BSCL may decide just & proper for completion of the procedure(s). The result(s) of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the RFP Before Bidding:** The 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 maybe, 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 for thin any manner by these elected bidders 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 carryout, 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 titled to recover or to be paid for any work there of actually performed under the contract.
- 8. Period Of Contract:** The tender for Construction, Commissioning, Operation and Maintenance of 500 KLD phytriod STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly shall be allotted for a period of 60 months (five years) from the date of commissioning & functioning of the plant, 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 in the form of FDR/ BG/ Online thru RGTS/NEFT in favor of **CEO, Bareilly Smart City Ltd, Bareilly** / Amount deposit through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400** at the time of signing the agreement including EMD deposited along with the bid submission.

- (a) Security deposited shall be retained by the BSCL till the completion of the project.
- (b) 5% of security deposited will be released by BSCL after successful completion of 4th year of maintenance period.
- (c) Balance 5% will be released after completion of 5th year of maintenance period.

10. Payment and release of the Funds

- a) Payment shall be released after minimum 15% of the work done.
- b) The Bill and the site works shall be inspected by the Engineer in charge and after his satisfaction, the payment shall be released.
- c) After the completion of the work the contractor is liable for five years of maintenance from the date of issuance of completion certificate from the concerned Department.
- d) 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&wardofthecontractortillthesamearehandedoverbythecontractorto 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. **Inspection:** BSCL will have the right to inspect the ongoing work and can reject partly or fully such structure if found defective in his opinion.
- ii. **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.
- iii. **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 proceeding sat 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.
- iv. **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.
- v. **Precautions against Fire:** Suitable fire extinguishers shall be provided at the work site to tackle situations of fire.

15. Fair Wages Clause

- a. 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.
- b. 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.
- c. 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 deem 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 that 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. 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 titled to recover or to be paid for any work there of actually performed under the contract.
- II. If the contractor being accompany shall pass are solution 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 blacklisted, 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.

25. MATERIALS

- a) If the specifications of schedule of items provide for the use of any material to be supplied by the Employer's stores or if it is required that the contractor shall use certain stores to be provided by the Employer as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and value of the materials so supplied at the rates specified in the said schedule of materials and of the quantities incorporated in the work may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the Security deposit. All materials so supplied to the contractor by the Employer shall remain the absolute property of the Employer and the contractor shall be the trustee of the materials so supplied/procured and the said materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open for inspection by the Engineer or Employer. The contractor shall bear all incidental charges for cartage, storage and safe custody of all materials and against damage due to dampness, Rain, Sun, Fire and theft and be fully responsible for their storage and maintenance. Any such material unused and in perfectly good condition in the opinion of the Employer at the time of the completion of work or termination of the contract, or earlier shall be returned to the Employer at a place directed by the Engineer at contractor's cost and at rates stipulated in the said schedule but in case the Employer decides not to take back the materials the contractor shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.
- b) If for any reason there is delay or non-supply of material as shown in the schedule, the contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price (between his procurement price and price shown in the schedule) shall be paid to the contractor. However, in case approval of the Employer is not given, only suitable extension of time would be considered and no other claim of compensation/damages shall be payable by the Employer.
- c) After completion of the work or on determination/termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in current Schedule for the purpose printed by UPPWD 2018. In case any items are executed for which the standard constants for the consumption of cement are not available in the above-mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer. Over this theoretical quantity of cement, shall be allowed a variation upto 3% plus/minus for works estimated cost of which as put to tender is not more than 10 lakhs and upto 2 % plus/minus for works estimated cost of which as put to tender is more the 10 lakhs. The difference in the quantity actually issued to the contractor and the theoretical quantity including Authorised variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of other conditions regarding return of materials governing the contract. In the event of its being discovered that the quantity of cement which is less than the quantity ascertained as herein before provided (allowing variation on minus side as stipulated above) the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and cartage to site.
- d) The provision of foregoing sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement or structural steel section (each diameter/section or category shall be considered separately) expect that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorised by the Engineer, including lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/ minus shall be allowed as variation due to wastage.

- e) The provision of foregoing sub-clause shall apply Mutatis- Mutandis in the case of cables (other than under-ground cables), wires, conduits/GI pipes, GI/MS sheets used in various items of work shall be calculated on the basis of measurements recorded in the measurement books for the purpose of payment and for assessing the consumption of materials used in the works . Over this quantity and variations of 5% plus shall be allowed for wastage of materials during execution in case of cables (other than under-ground cables), wires conduits/GI pipes and 10% plus in case of GI/MS sheets.
- f) The Provisions made above are without prejudice to the right of the Employer to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification.
- g) In case of easy availability of approved quality of cement and steel in the open market it will be Employer's discretion to make these items as contractor's supply.

26. TESTING OF MATERIALS:

The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/ or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

27. CONTRACTOR'S ENGINEERS/FOREMAN & WORKMAN

- a) The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability period. The contractor shall employ competent Site- Engineer/Foreman as per PWD norms and as approved by the Engineer whose qualification most confirm to the requirement specified by the Engineer who shall be constantly in attendance of the work while the men are at work. Any directions explanations, instructions or notices given by the Engineer to such Site-Engineer or Foreman or any other authorized agent shall be held to be given to the contractor.
- b) The contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the Employer misconduct himself.

28. ACCESS:

- a) The Engineer, and the Employer or its representative shall at all reasonable time have free access to the works and/ or workshops, factories or other places the materials are being prepared or constructed for the contact and also to any place where the materials are laying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representatives of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the Engineer.
- b) If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the Engineer.

29. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- a) The Engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty

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 to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all cost which may attend such removal and/or substitution are to be borne by the contractor.

- b) If it shall appear to the Engineer or to the Employer based on audit/technical examination that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of six months from the date of completion arising in the opinion of the Engineer, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles, defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- c) In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- d) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

30. WORKS TO BE OPEN FOR INSPECTION

- a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.
- b) The contractor shall give not less than seven days' notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer's consent obtained the same shall be uncovered at the contractor expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

RFP PART-1: SECTION-V

Scope of Work

Sanjay community hall pond receives untreated sewage from households of surrounding wards. In the surrounding area of the Sanjay community pond, drain along Bareilly college road carries average daily sewage flow of nearly 1 MLD along with some part of storm water as estimated at site which directly goes to the pond. Outflow from the pond goes to a nallah through a channel which flows adjacent to the pond nearly 10 m away from existing periphery of the pond.

On the basis of above inflow and outflow data of sewage and space availability at site for plant set up, a Phytoid based sewage treatment plant of capacity 0.5 MLD is proposed to treat the sewage of the locality before discharging it into the pond. For this purpose, first the existing drain along Bareilly college road is to be diverted towards main nallah flowing other side of the SCH pond. The intake of appropriate amount of sewage can be taken directly from main nallah by constructing a weir of suitable height in the nallah and provision of intake arrangement using pipe with butterfly valve and flow meter.

Treatment of Sewage

The amount of sewage being generated and flowing into Sanjay Community Pond can be treated by using suitable treatment method before discharging into the pond. One of the such robust treatment method of decentralized wastewater treatment is Phytoid based treatment. This treatment method is developed by CSIR-NEERI and is best suited for treatment of wastewater flowing through drains. It employs natural method of wastewater treatment by using constructed wetlands.

The phytoid technology-based treatment is a subsurface flow type in which wastewater is applied to system filled with porous media such as crushed bricks, gravel and stones. In the Phytoid bed some specific plants such as Elephant grass (*Pennisetumpurpurem*), Cattails (*Typha sp.*), Reeds (*Phragmitessp.*), Cannas pp. and Yellow flag iris (*Iris pseudocorus*), normally found in natural wetlands with filtration and treatment capability are grown. Some ornamental as well as flowering plants species such as Golden Dhuranda, Bamboo, Nerium, Colosia, etc. can also be used for treatment as well as landscaping purposes [6]. A typical flow scheme of treatment units is shown in Figure 1.1 (a) and (b).

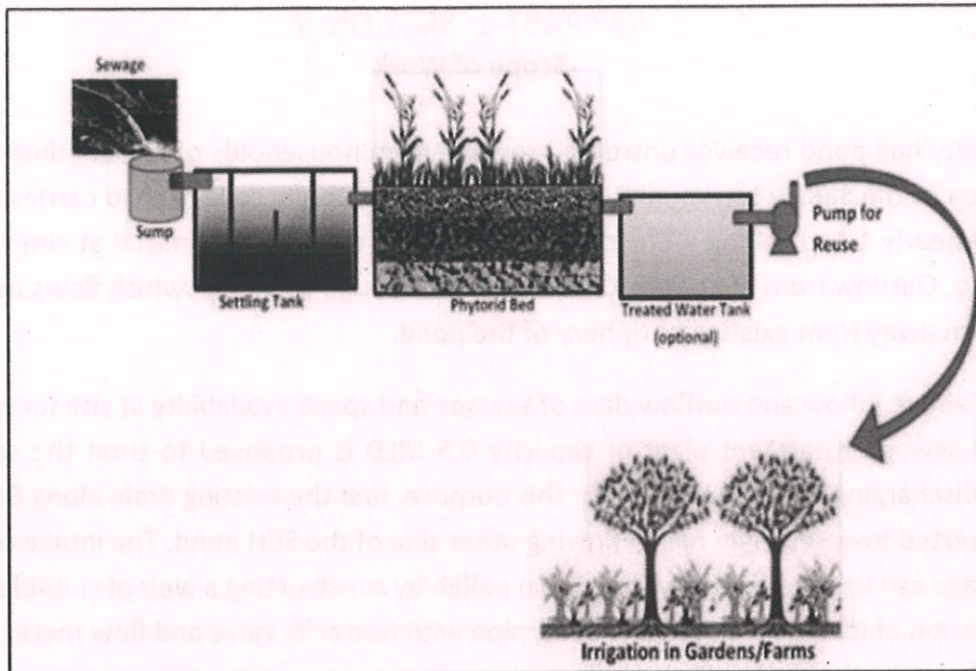


Figure 1.1 (a)

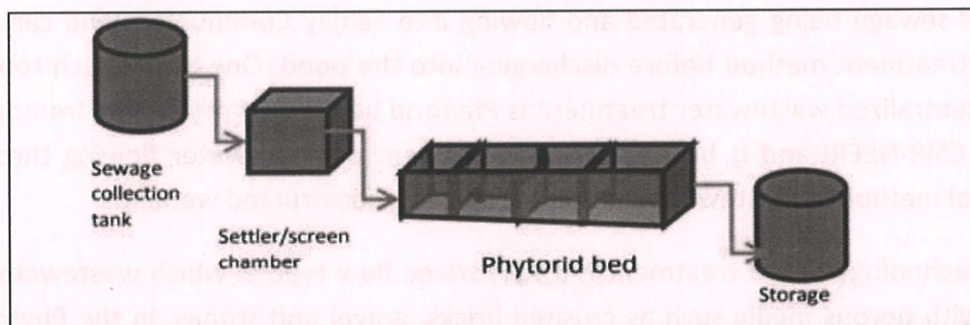


Figure 1.1 (b)

Fig.1.1: A Typical Flow Scheme of Treatment of Sewage Using Phytorid Technology

For treatment of wastewater reaching into Sanjay Community Pond following units will be provided to treat the sewage in an efficient manner:

1. Intake in Approach Channel from Nallah
2. Screening
3. Oil and Grease Trap unit
4. Sedimentation Tank
5. Phytorid Bed
6. Tertiary Treatment Unit ACF and PSF
7. Chlorination
8. Final Discharge into Sanjay Community Pond

As per the flow rate and characteristics of sewage and availability of land at site, treatment units have been designed. The details of dimensions of each unit to be provided are given in Table 1.1. Drawings showing conceptual layout of the plant, hydraulic flow diagram and structural details of treatment units of the plant are attached separately. Satellite image of Sanjay community Pond and identified location for Phytorid plant set-up is shown in Figure 1.2.

Table 1.1: Dimensions and HRT of Each Unit of the Plant

S.No.	Name of Treatment Unit	Dimensions	Hydraulic Retention Time (HRT)
1	Screen Chamber	3.0×1.2×0.6 m	7 min.
2	Oil and Grease Trap Unit	3.0×2.0×0.8 m	15 min.
4	Sedimentation Tank	15×6.0×3 m	12 Hrs.
5	Phytorid Bed-1	12×8×2.5 m	5.8 Hrs.
6	Phytorid Bed-2	10×8×2.5 m	4.8 Hrs.
7	Phytorid Bed-3	15×8×2.5 m	7.2 Hrs.
8	Treated Water Tank	8.25×2.0×2.15 m	2 Hrs.
9	ACF and PSF	1.5m diameter and 1.5m depth of filter media	-
10	Chlorine Contact Tank	2.65×2.65×1.5 m	0.5 Hrs.

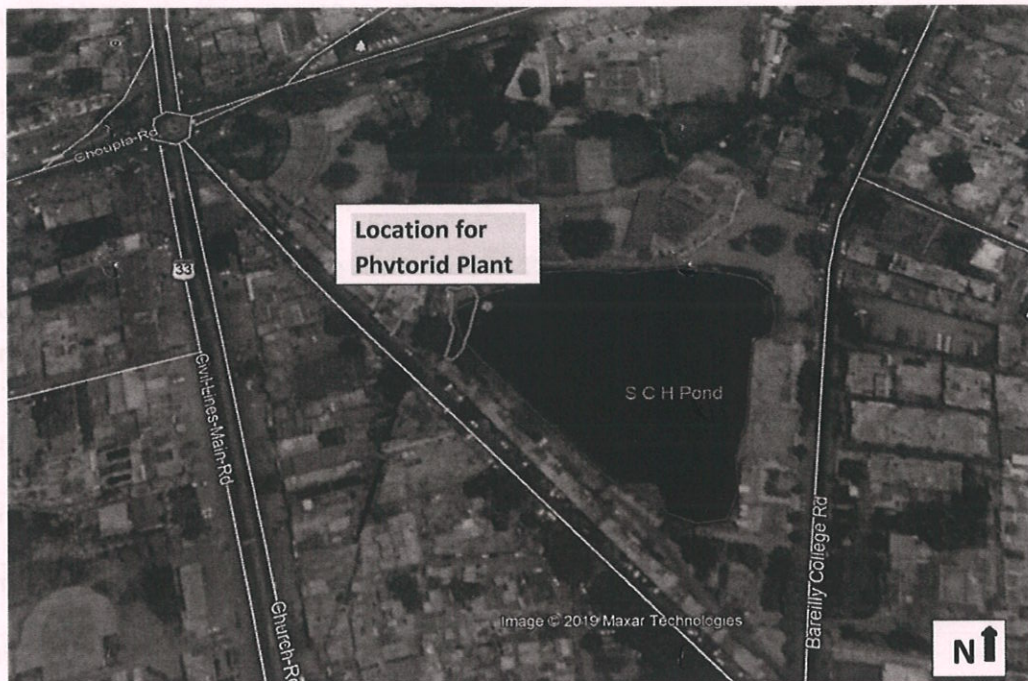


Fig. 1.2: Satellite View of Sanjay Community Pond and Identified Location for Phytoid Plant Set-up

Description of Treatment Units

Each of the treatment unit has specific purpose of removal of impurities from sewage. First large impurities are removed then smaller and fine impurities are removed from sewage in subsequent units. The function of each treatment unit is explained as follows.

- a) **Screening Unit:** Screening removes large suspended impurities from sewage like paper, polythene, wood, clothes, or any other large floating matter.
- b) **Oil and Grease Trap Unit:** It removes oil and grease particles from sewage which if not removed can reduce the efficiency of further treatment units. Sewage is fed into the unit at some level below to free surface so as to facilitate efficient removal of oil and grease particles from surface.
- c) **Sedimentation Tank:** It removes settleable organic and inorganic suspended impurities. With the provision of multiple compartments in the sedimentation tank by providing baffle walls, efficiency of removal of suspended particles can be increased. The sludge will be removed from the tank from manholes provided using sludge pump and then sent to safe disposal site.
- d) **Phytoid Bed:** This treatment unit is provided for the removal of fine organic impurities from sewage. It utilizes natural treatment capacity of some specific plants in the form of constructed wetland. It reduces BOD of incoming sewage in the range of 78 to 84%. It also removes nutrients like nitrogen and phosphorus and removal efficiency varies in the range of 70 to 75% and 52 to 64% respectively [4].
- e) **Filteration Unit:** Tertiary treatment units like Activated Carbon Filter and Pressure Sand Filter will also be provided to get better quality of treated effluent before discharging into the pond. It removes leftover organic impurities, nutrients like Nitrogen and phosphorus and to some extent toxic contaminants.
- f) **Chlorine Contact Tank:** This unit is provided for disinfection of treated sewage before its discharge into the pond. After disinfection the water in the pond will be safe for recreational purposes, gardening, irrigation etc.

In addition to above mentioned treatment units for treatment of sewage coming through drain of Mallah, it is also required to rejuvenate pond water by minimizing impurities already present in it and increasing

the level of dissolved oxygen into pond water. This need can be fulfilled by the provision of Florafrafts for removal of impurities and solar based Aerators to increase DO level.

Installation of Florafrafts and Aerators for Pond Clean-up

Florafrafts : 100 Nos

Florafrafts are set of wetland species mounted over a foam sheet using fibre nets. These Florafrafts float throughout the water body area absorbing organic Contents through its roots. The wetland species within the Florafrafts have tendency to reach its root deep down into the water body to absorb organic content. Cana Indica, Yellow Cana and Colocasia Esculenta (elephant ears) are the mainly used wetland species in the florafrafts. Florafrafts has resulted in reduction of organic content i e., Biochemical oxygen demand (BOD₅) by a maximum of 85%. Wetland species grow up to a height of 6 feet during the subsequent period, which then needs to be levelled, is the only maintenance with the florafrafts. Florafrafts not only reduce the organic content by up-taking the nutrients through its root but also adds aesthetic appearance to the surroundings.

Aerators : 1 Nos

Aerators are commonly used to improve the dissolved oxygen (DO) content in the water body. Floating and fixed type aerators are the commonly used aerator types. Efficiently designed aerators can maintain a standard minimum DO of 2mg/l which is required for survival of aquatic life. Discharge of organic content into water bodies, tend to absorb available DO from the water body to degrade the organic content resulting in depletion of DO, thereby threatening the life of aquatic ecosystem. Aerator continuously provide oxygen for reduction of organic content and subsequently balances the minimum DO required. Aerators also keeps the suspended solids (SS) in motion resisting it from settling which then can be settled in a settling tank. This avoids periodic desilting of any water body.

The fixation of aerators and florafrafts (technology by CSIR-NEERI) in the ponds will help in purification of ponds. Process of oxygenation/aeration will take place due to aerators which will lead to purification of water in the ponds. Further, Florafraft will take up the existing nutrients leading to prevention of eutrophication.

Here the basic principle is the roots of plants take up pollutants from the water like excess nitrogen and phosphorous as well as increase dissolved oxygen content and help trap sediments, thus serving as feeding and breeding grounds for dragonflies, birds and fishes.

Inclusions in the Scope of Work:

1. Treatment of incoming sewage using Phytotid technology.
2. Rejuvenation of pond using florafrafts and aerators.
3. Tertiary treatment of sewage along with disinfection in order to be able to discharge into the pond.

4. Operation and Maintenance of the treatment plant.
5. Chemicals and consumables required for operation of plant.

Pre-requisites at Site:

Following are the pre requirements need to be addressed before the start/execution of proposed Phytorid STP work by BSCL.

1. To provide prepared land of sufficient area beside the SCH pond in accordance with proposed layout of the plant.
2. To divert the existing drain flowing along Bareilly college road towards main nallah to stop the inflow untreated sewage into the pond.
3. To clean silt and sludge deposited on the bed of main nallah and removal of floating garbage.

Characteristics of Inflow Sewage

A sample of the sewage flowing through main nallah is collected during site survey and analysed for major wastewater quality parameters. The testing of the sample revealed following results.

Table 2.1: Values of Physico-chemical Parameters Analysed in the Sewage Samples

Sample Code	Parameters							
	pH	TDS	TSS	Alkalinity (CaCO ₃)	COD	BOD	TKN	Phosphate as P
Sanjay Community Pond Nalla	7.3	883	114	70	1582	820	41	7.2
Sanjay Community Pond Outside Nalla	7.5	781	148	496	445	225	38	4.6
Sanjay Community Pond	7.4	838	2890	66	2098	1140	46	5.5

*All Parameters except pH are in mg/L.

Site Documents:

After the commencement of work, the following site documents need to be maintained by the contractor as per the instruction of Engineer-in-charge and submitted to the department on a daily basis.

- A. Site Order Book
- B. Material Register
- C. Hindrance Register
- D. Cement Consumption Register
- E. Labour Register
- F. Quality Control Register,
- G. Dismantled Material Register

Other instructions:

- The rates should include for all safety measures, including scaffolding and tools & plants as required for the work mentioned in the schedule of quantity.

- The contractor shall be required to bring the all material as per theoretical requirement of the work on site. All these materials shall be stored in an approved manner as per
- instructions of the Engineer-in-charge.
- The contractor shall be required to bring the all material as approved by Engineer-in-charge and as per theoretical requirement of the work on site.
- The contractor has to protect all the materials of the working area with tarpaulin,
- polyethylene as the work is required to be done in occupied area.
- Plain / sand face / grooved surface shall be treated as plain surface and no additional coefficient shall be given while taking / recording the measurement.
- The contractor shall clean the site in all respect after completion of work.
- Time for execution of work: -
Working hours: - 9.30 AM to 6.00PM.
Lunch break: - 1.30PM to 2.00PM.
Working days: - Monday to Friday, excluding holidays.
- On prior intimation in writing contractor may be allowed to work in extended hours beyond normal working hours and / or on Saturdays, Sundays & holidays, if, it is considered
- necessary in the interest of the work by the Engineer In-charge.
- While quoting the rate contractor should take into consideration all the above points and nothing shall be paid as extra on the above accounts.
- Third party Quality Assurance (QA)/Quality Control (QC) agency will be engaged by CSIRNEERI, Nagpur during execution of the work for maintaining proper quality at site.
- The Bidder shall provide a Porta-Cabin for supervisor or watchman at site.

CONDITIONS OF CEMENT AND STEEL

CONDITIONS FOR CEMENT

- 1.1. The contractor shall procure 43 grade (conforming to IS: 269) or 53 grade (conforming to IS: 8112) of Ordinary Portland Cement or Portland Pozolona Cement, as required in the work, from reputed manufacturers or its authorized dealers or distributors of cement such as ACC, ULTRA TECH, Birla Gold as approved and having ISI certification marks of their product whose name shall be got approved from the Engineer-in-charge. Supply of cement shall be taken in 50 Kg. Bags bearing the manufacturer's name and ISI marking, samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of a written order from the Engineer-in-charge to do so.
- 1.2. The cement shall be brought at site as per the work requirement or as decided by the Engineer-in-charge.
- 1.3. The cement go- down of the capacity as per the nature of the work and shall be constructed by the contractor on site of work for which no extra payment shall be made. Double lock provisions shall be made for the door of the cement go-down. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown.

The contractor shall facilitate the inspection of the cement go-down by the

- Engineer-in-charge at any time.

- 1.4. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.
- 1.5. The actual issue and consumption of cement on the work shall be regulated and proper accounts maintained as provided in Clause 6 of the contract. The theoretical consumption of cement shall be worked out as per the procedure prescribed in Clause 6 of the contract and shall be governed by the conditions laid therein.
- 1.6. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

2. CONDITIONS FOR STEEL

- 2.1 The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from reputed manufacturers like SAIL/ TATA/ VIZAG as approved by the Engineer-in-charge. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from written orders from the Engineer-in-charge to do so.
- 2.2 The steel reinforcement shall be brought to the site as per the requirement of the work or as decided by the Engineer-in-charge.
- 2.3 The steel reinforcement shall be stored by the contractor at the site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 2.4 For checking nominal mass, tensile strength, bend test, re-bend test, etc., specimen of sufficient length shall be cut from each size of the bar at random at a frequency not less than that specified below:

Size of Bar	For consignment below 100 tones	For consignment over 100 tones
Under 10 mm dia	One sample for each 25 tons or part thereof.	One sample for each 40 tons or part thereof.
10 mm to 16 mm dia	One sample for each 35 tons or part thereof	One sample for each 45 tons or part thereof.
Over 16 mm dia	One sample for each 45 tons or part thereof	One sample for each 50 tons or part thereof.

- 2.5 The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.
- 2.6 The actual issue and consumption of steel on the work shall be regulated and proper accounts maintained as provided in Clause 6 of the contract. The theoretical consumption of steel shall be worked out as per procedures in Clause 6 of the contract and shall be governed by the conditions laid therein.
- 2.7 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.
- The rates quoted by the contractor must be inclusive of all taxes including GST.**

OPERATION AND MAINTENANCE

1. During the operation and maintenance of the products given by the successful bidder, the bidder shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.
2. If it becomes necessary for the bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the period of 60 months. If any defect is not remedied within 24 hours, then the penalty will be laid as per penalty clause. The Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
3. Replacement under operation and maintenance shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
4. Under the operation and maintenance, the bidder has to manage and maintain in working condition the complete STP equipment's, electrical items and civil work etc. for the entire contract period.
5. The Bidder has to provide an operator to manage and maintain the STP during the operation timings.

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 High Masts are in good condition.

a) Chief Executive Officer, BSCL has appointed NEERI for the design, supervision, operation and commissioning of the project for the purpose of overall monitoring of the project.

b) The Bidder shall provide one office for the client and consultant which includes Furniture, Almirah, AC, Fan, Lights etc. The Bidder shall be responsible for organizing all logistics required for this site visit.

LIST OF APPROVED MAKES

S.No.	Description of materials	Approved Make (in addition with the respective item description)
1.	Cement (PPC/OPC 43 grade)	OPC/PPC of Ultra-tech / ACC / Birla Gold as approved by Engineer in charge.
2.	Centering and Shuttering	New Mild Steel or New Plywood / plastic ply as approved by Engineer in charge.
3.	Reinforcement Steel (TMT Bar) & structural steel and steel tubes	SAIL / TATA /VIZAG with valid ISI mark as approved by the Engineer-in-charge
4.	Water Proofing Material	Premium quality of make Dr Fixit or as approved by the Engineer-in-charge.
5.	Synthetic Enamel Paint	Premium first quality of ICI Dulux / Apcolite Asian Paints as approved by Engineer- In- Charge.
6.	CPVC pipes and fittings	Premium quality of make M/s Supreme gold or as approved by the Engineer-in-charge.
7.	All sizes PVC, SWR pipes & fittings	ISI mark, type 'A', working pressure 4 Kg per sq cm pipes & accessories of make Supreme Gold/ Finolex Pipes/Astral Pipes as approved by the Engineer- In- Charge.
8.	Bricks	Brick of Class designation 75/100 as required and approved by Engineer- In- Charge.
9.	Sewage Submersible Pump	ISI mark of make Crompton/ Kirloskar or as approved by Engineer- In- Charge
10.	Floating Aerator	Premium quality of make Neotech Neomax or as approved by the Engineer- In- Charge
11.	All sizes GI pipes & fittings	ISI mark, B class of make Prakash Surya and fittings of premium quality with valid ISI mark and confirming to CPWD specifications as approved by the Engineer- In- Charge.
12.	Cement Primer	Superior quality Oil based primer of ICI Dulex / Asian Paints /Jenson & Nicholson as approved by Engineer- In- Charge

SPECIAL CONDITIONS OF THE RFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between BSCL & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BSCL or due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind off or majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then BSCL shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s)not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queriesofthecontractororanyotherorganization/entityregardingthis work and/or the conditions/instructions associated with this work.**
4. The decision of BSCL regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the CHIEF EXECUTIVE OFFICER, BSCL is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs. 10000 (Ten Thousand Rupees) per day for delay of the work not exceeding 10% of the total project cost.
5. BSCL reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BSCL and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to BSCL.
6. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor and BSCL. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Uttar Pradesh Schedule of Rates (SOR) of PHEO & Works Dept. or local market rate(s) or DSR, as applicable for the items/components not covered under SOR subject to approval of CHIEF EXECUTIVE OFFICER, Bareilly Smart City Limited, Bareilly.
7. The contractor shall put his/her/there signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by the BSCL.
8. The actual date of completion of the original work covering all the sites and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.
9. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/s³¹rutiny 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 SD 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 tendered for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work “Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly” in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. My/Our present address for correspondence is.....and my/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

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

ANNEXURE-IV: BANK GUARANTEE

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Email id>

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

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

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

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

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

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

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

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

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

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

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

ANNEXURE V: BID SUBMISSION LETTER FORMAT

Date:

To,
Chief Executive Officer

Bareilly Smart City Limited,

Nagar Nigam, Bareilly-

243001, Uttar Pradesh.

Subject: Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly, and submit the following information/undertaking/declaration for consideration of the BSCL.

1. Price and Validity

1.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 120 Days from the last date of submission of bids.

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

2. Earnest Money Deposit

The transaction slip of Amount of Earnest Money deposited (EMD): 4,00,000/- online or through Bank Guarantee should be enclosed in the bid submitted to Chief Executive Officer as per the details mentioned in the RFP PART 1, SECTION II.

3. Bid Pricing

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

4. 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.

5. 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 Conservation and Rejuvenation of 500KLD Phytprid STPS at Sanjay Community Hall Pond, Bareilly as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by the Bareilly Smart City Limited, Bareilly.

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

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

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

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

I/We hereby confirm to the Conservation and Rejuvenation of Sanjay Community Hall Pond, for five years in Bareilly and further technical specification given and other terms & conditions mentioned in the tender document.

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

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

Thanking you,

Yours faithfully,

Place.....

Name.....

Designation.....

Business Address.....

RFP PART- II

FINANCIAL BID FORMAT

PROPOSAL FOR CONSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE OF 500 KLD PHYTROID STP FOR CONSERVATION AND REJUVENATION OF SANJAY COMMUNITY HALL POND, BAREILLY

(On the letterhead of the Bidder)

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

Sub: Financial Bid for Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly

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

- a) Name of the Work: **“Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly”**.
- b) Location Plan and Specifications: The location plan and specifications as detailed in bid document and DPR.
- c) Scope as defined in NIT part I under Section V

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

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

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

3	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)	2724.87	Cum	135.00	44142.89	3678.57	367857	415678
4	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials: All kind of soils.	2521.40	Cum	21.00	6353.93	529.49	52949	59832
5	SOLING							
6	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete	171.02	Cum	956.115	22973.82 762	1635.15	163515	188124
7	Concrete Work							
8	Cement concrete with 2 cm gauge approved stone, ballast , approved coarse sand and cement in the proportion of 4:2:1 including supply of all materials, labour and T&P etc. required for proper completion of the work.	85.93	Cum	7190.00	74140.40	6178.37	617837	698156

<p>9</p> <p>Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete , improve workability without impairing strength and durability as per direction of Engineer-in-charge.(Note:- Cement content considered in this item is @ 330 kg/cum. Excess/less cement used as per design mix is payable/recoverable separately).</p>	391.20	Cum	6951.20	382062.98	27193.09	2719309	3128565
<p>10</p> <p>All works upto plinth level</p>		Cum					
<p>11</p> <p>Steel Reinforcement</p>							
<p>12</p> <p>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 .</p>	42837.00	Kg	72.5771	436812.43	31089.85	3108985	3576887
<p>13</p> <p>Centering & Shuttering</p>							
<p>14</p> <p>Centering and shuttering including strutting, propping etc. and removal of form for : Foundation, footing, bases of columns etc. for mass concrete. (Foundation PCC)</p>	90.00	Sqm	247.60	3130.90	222.84	22284	25638
<p>15</p> <p>Centering and shuttering including strutting, propping etc. and removal of form for : Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.</p>	1940.00	Sqm	529.596	144351.98	10274.16	1027416	1182042

16	Centering and shuttering including strutting, propping etc. and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers.	160.00	Sqm	479.835	10786.69	767.74	76774	88328
17	Centering and shuttering including strutting, propping etc. and removal of form for: Suspended floors, roofs, landings, balconies and access platform.	120.00	Sqm	602.39	10156.30	722.87	72287	83166
18	PLASTERING							
19	12 mm cement plaster finished with a floating coat of neat cement of mix : (1:4 (1 cement: 4 fine sand))	1503.79	Sqm	150.00	27068.22	2255.69	225569	254893
20	Providing and mixing water proofing materials inclement mortar for plastering or in concrete work in the proportion recommended by the manufacture.	126.32	kg	138.00	2091.86	174.32	17432	19698
21	Miscellaneous Works							
22	Stone Aggregates							
23	25mm- 30mm	192.40	Cum	1216.862	32894.46	2341.24	234124	269360
24	80mm-100mm	266.40	Cum	1043.025	39039.59	2778.62	277862	319680
25	150mm-180mm	325.60	Cum	869.187	39762.52	2830.07	283007	325600
26	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality Rectangular shape 600x450 mm internal dimensions with thickness 100mm	6.00	Nos	1068.00	900.32	64.08	6408	7372

27	<p>Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).</p>	70.00	Kg	500.175	4919.22	350.12	35012	40281
28	<p>Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).</p>	95.00	Kg	500.174	6676.07	475.17	47517	54668
29	<p>Cover for Screen Chamber and OGT</p>							
30	<p>Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works using L Shape angle, Holding pipe and others in lumpsum quantities</p>	400.00	Kg	65.90	3163.20	263.60	26360	29787
31	<p>Piping & Plumbing including vent pipes in sedimentation tank</p>							

32	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 75 mm diameter (for vent pipe 2m*6 = 12m, Extra = 5m)	17.00	meter	174.80	417.51	29.72	2972	3419
33	Piping & Plumbing							
34	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter (OGT to sedimentation tank = 5m, Phytorid 1 to Phytorid 2 = 12m, Chlorine Tank to Pond = 15 m , Extra = 10m)	42.00	meter	205,435	1212.27	86.28	8628	9927
35	Floraft							
36	Floraft, Providing and fixing of florafts of size 1m x 1m made up of polyurethane (EPE) having density of 24-30 kg/cu.m containing ten plants on each floraft sheet including making of holes for plants.	100.00	Nos	2607.562	36636.25	2607.56	260756	300000
37	ACF & PSF solar operated							
38	Providing ACF & PSF solar operated, including transportation, installation, pumping (working + standby unit), piping, valves etc. complete (area required for solar system =100 sqm)	1.00	Nos	1303780.98	183181.23	13037.81	1303781	1500000
39	Sludge depth sensor							
40	Providing ultrasonic sludge level transmitter for 5m depth of tank with resolution 5mm, alongwith display unit/relay, to be mounted at top of sedimentation tank.	1.00	Nos	34767,495	4884.83	347.67	34767	40000

41	Chlorine Dosing equipment	1.00	Nos	19122.12	2686.66	191.22	19122	22000
42	Lime Dosing equipment	1.00	Nos	19122.12	2686.66	191.22	19122	22000
43	Solar Aerator Providing and fixing of semi automatic SS 304 floating areator the surfae areator having air fow rate of 10 to 15 Cum/Hr, in the lake containing two assembly of blowers (one working and one standby) along with the all fitting etc. complete.	1.00	Nos	82572.80	11601.48	825.73	82573	95000
44	MS or GI pipe of 25 mm dia, with cutting, welding, fitting including making of perforations complete for backwashing in Phytorid bed 1 only.	80.00	meter	217.298	2442.43	173.84	17384	20000
45	MS or GI pipe of 100 mm dia, with cutting, welding, fitting complete for supply of water for backwashing in Phytorid bed 1 only.	30.00	meter	695.349	2930.90	208.60	20860	24000
46	Providing R.C.C. pipes NP2 class 150 mm dia, for outflow from pond towards main nallah, including transportation, installation complete.	25.00	meter	402.086	1412.33	100.52	10052	11565
47	Providing sluice gate of Mild steel plates of size 0.6m *0.6m with thickness 8.0mm including cutting, welding making of curvature, polishing, valve etc. complete. Alongwith providing 300mm dia MS pipe of thickness 5 mm at a suitable location in the weir.	1.00	unit	21729.68	3053.02	217.30	21730	25000
48	Providing intake from main nallah through 100 mm dia UPVC pipe alonwith butterfly valve and flowmeter including flanges etc. complete.	1.00	unit	21729.68	3053.02	217.30	21730	25000

49	Providing solar operated sewage submersible Pump of 2HP capacity and differential head 5m, including transportation, installation complete.	2.00	unit	69534.99	19539.33	1390.70	139070	160000
50	Providing sufficient number of solar panels for operation of pumps	12.00	KW	95610.61	161199.49	11473.27	1147327	1320000
51	Providing electrical operated monoblock/centrifugal pump of 5HP capacity and differential head 15m, including transportation, installation complete.	1.00	Unit	78226.86	10990.87	782.27	78227	90000
52	Providing solar operated sewage submersible Pump of 3HP capacity and differential head 10 m, including transportation, installation complete.	1.00	Nos.	69534.99	9769.67	695.35	69535	80000
53	Clearing and uprooting of aquatic plant, vegetation grass, bush, algae etc from lake	10000.00	sqm	7.00	8400.00	700.00	70000	79100
54	Operation and maintenance of 500 KLD Phytoid STP for SCH Pond For 60 month at Bareilly.							
55	Manpower Considering sixty month							
56	Operator/supervisor for sixty month	1.00	Nos.	1161000.00	163120.50	11610.00	1161000	1335731
57	Watchman for sixty month	1.00	Nos.	876600.00	123162.30	8766.00	876600	1008528
58	Cleaners/Helpers/Gardner (Unskilled) for sixty month	1.00	Nos.	876600.00	123162.30	8766.00	876600	1008528
59	Chemical and Plant							

60	Outsourced lab analysis costs	240.00	per sample	2000.00	67440.00	4800.00	480000	552240
61	Cost of Na-Hypochlorite (@5 ppm)	45000.00	Litre	10.00	63225.00	4500.00	450000	517725
62	Cost of lime (@ 50 ppm dosing)	45000.00	kg	10.00	63225.00	4500.00	450000	517725
63	ACF and PSF maintenance	5.00	Nos	20000.00	14050.00	1000.00	100000	115050
64	plant replacement	5.00	Nos	10000.00	7025.00	500.00	50000	57525
65	Add 1% water Charge	1.00	Nos	44382.00	6235.67	443.82	44382	51061
66	Add 10% Contractor profit	1.00	Nos	448858.14 0	63064.57	4488.58	448858	516411
Total in Figures							176475 80	202752 90
Quoted Rate in Figures			Select				0	0
Quoted Rate in Words							INR Zero Only	

Total cost of the project is Rs. 2,02,75,290/- (Including 5 years of operation and maintenance)

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

Draft Letter of Intent

To,
XXXXXXXXXX,
XXXXXX ,

Ph:

Subject: - Letter of Intent (LOI) for “Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly”.

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

Dear Sir,

We refer to the tender published on XX/XX/2020 on e-tender website and technical bid opened on XX/XX/2019 in response to the invitation for Bids for “Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly” Bareilly Smart City Limited, Bareilly (BSCL) is pleased to inform you that your Bid has been accepted by the BSCL.

You have been selected as the Preferred Bidder for the captioned project at the Contract Price of (inclusive of GST) **Rs. X/- + 18% 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 Officer
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 onday 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

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

WHEREAS the Owner, desirous of associating with the Contractor for "**Construction, Commissioning, Operation and Maintenance of 500 KLD phytroid STP for conservation and rejuvenation of Sanjay Community Hall Pond, Bareilly**" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated

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

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Letter of Intent No..... (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) Location Map (As per DPR - Annexure 4)
- (vi) Negotiation letter/offer by the bidder, if any, to be part and parcel of contract document

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

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

Article - 4.0 - Scope of Work

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

Article - 5.0 - Contract Price

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

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of 6 (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 onvide Txn No. along with the EMD Deposited of Rs.in the account of Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400 vide Txn No. as Security Deposit for the **Tender ID No :** Hence the total requisite amount for the agreement is Rs...../- has been furnished by M/s

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

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

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

Witness:

- 1.
- 2.