

REQUEST FOR PROPOSAL

Name of the Work: SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT BAREILLY

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, Times of India (All Editions), Hindustan Times (All Editions), Dainik Jagran (Local edition) को इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी00पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतु प्रेषित करें ।
- आयुक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
- नोटिस बोर्ड पर चस्पा हेतु ।
- कम्प्यूटर प्रभारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

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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 forth referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

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



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

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)

Letter no. BSCL/2020-21/ 434

Dt. 07/09/2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites item 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 tender 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. 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.	SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT BAREILLY	4 Lakhs	11800	3 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	24/9/2020 3:00 PM
5	Technical Bid Opening Date/Time	25/9/2020 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 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 register 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.

PROJECT PROFILE

Bareilly Smart City Limited intends to procure Heavy Tippers for efficient management of solid waste generated in Bareilly.



Indicative Picture

COMPREHENSIVE MAINTENANCE

The successful bidder will also upkeep the Heavy Tippers under the three years comprehensive warranty throughout the contract period as per the terms & conditions given in this tender document.

TRAINING

The successful bidder will arrange training to operate the Heavy Tippers for an initial period of one month to the drivers and operators. Training sessions will include the details of entire operations of the Heavy Tippers, basic maintenance information, cleaning frequency and methods and all necessary information required for smooth operations.

RFP PART-I: SECTION-I

SHORT TERMS AND DEFINITIONS

1. The words “Nagar Nigam, Bareilly” , “BSCL”, or “Employer” or “employer” mentioned in the RFP shall mean explicitly /implicitly Bareilly Smart City Ltd., Bareilly represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL, Bareilly formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSCL 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 Technical Committees of BSCL, Bareilly.
2. “Govt.” or Govt. of Uttar Pradesh OR Local Urban Development Bodies or any other Dept.” Or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implicit from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
3. Bidder shall mean Single entity submitting its proposal.
4. After the tender is finalized and accepted the words/ expression; selected Bidder, selected Contractor, selected Agency, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall ordinarily mean/be understood as “contractor”.
5. The words, Contract/ Agreement appearing in this RFP shall mean agreement.
6. The word “Work” includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. “Last three financial years” means FY 2016-17, and 2017-18, 2018-19.
9. “Similar Work” means “Supply of Heavy Tipper to Government Bodies”

RFP PART-I: SECTION-II

Detailed Tender Notice

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

a. Technical Eligibility Criteria

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

- Bidder: Each intending Bidder may be a natural person/sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.
- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2016-17, 2017-18, 2018-19 i.e. assessment year 2017-18, 2018-19, 2019-20) duly self-attested by the Bidder.
- Balance sheet of last 3 years (FY 2016-17, 2017-18, 2018-19) duly attested by Chartered Accountant.
- Bidder has to submit Tender Fees through RTGS/ NEFT . The receipt of the transaction has to be uploaded online.
- Bidder has to submit EMD through RTGS/ NEFT. The receipt of the transaction has to be uploaded online.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure IV).
- 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 II).
- No Relationship Certificate (format Annexure I)
- Bidder should be a manufacturer/ Authorized Dealer of the Heavy Tippers and should provide a relevant certificate to establish the same. BSCL or its representatives are free to visit the manufacturing facility during the Bid Evaluation Stage.
- Bidders should have an Average Annual Turnover of value not less than Rs. 110 Lakhs during last three financial years i.e. F.Y. 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 Rs. 145 Lakhs

or

Two similar works each costing not less than the amount equal to Rs. 90 Lakhs

or

Three similar works each costing not less than the amount equal to Rs. 75 Lakhs

"Similar work" shall mean any "Supply of Heavy Tippers to Government Bodies".

***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;

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

And/ or

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

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 – Lowest to highest. The bidder which qualifies all the conditions mention in the bid document and has quoted the lowest rate shall be selected for the contract.

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

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 (part1: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh
, each on line Part-I bid 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 (refundable) , 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 in the form as mentioned in Detailed Tender Notice. 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 cheque 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.
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.
5. The on-line technical bids received shall be opened at Time 3:00 PM on Dt 25/9/2020 in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened at Time 3:00 PM on Dt 25/9/2020 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
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2nd lowest bidder (L2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of L2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for

the work.

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


Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly

RFP PART – I: SECTION –III

GENERAL CONDITIONS OF THE RFP/CONTRACT

1. **GST number required:** All the tenderers should have a valid GST number. Failure to comply with this instruction shall render his/her/their bid 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 may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
5. **Work Program:** The selected bidder shall submit supply 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 installation schedule/bar chart as per direction of BSCL. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BSCL.
6. **Urgent work:** If any urgent work in the opinion of BSCL becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer in Charge may be his own or through other agency carry it out, as he may consider necessary. All incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.

7. **Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.
8. **PERIOD OF CONTRACT:** The tender shall be for a period of 3 months. The Contractor shall provide a Comprehensive Warranty for a period of 3 years on all equipment's from the date of commissioning of Project.
- The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non judicial stamp paper 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. **Payment and release of the Funds**
- a) 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.
 - b) Security deposited shall be retained by the BSCL till the completion of the project and three year of Comprehensive Warranty period. After successful completion of Comprehensive warranty period, security deposited will be released by BSCL.
 - c) Payment shall be made as per the following schedule:
100% of the contract value after the supply of all equipment's at site and duly certified by concerned officer of BSCL as per technical specifications and terms of the RFP.
 - d) After the completion of the work the contractor is liable for one-year defect liability and two years of Comprehensive Warranty of the Heavy Tippers. (Total three years from the date of issuance of completion certificate from the concerned Department)
10. **Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BSCL will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BSCL or of, any other agency/organization engaged/allowed by BSCL, available/to be made available/going on/to be started, at or in

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

11. 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 confirm 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.

12. 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.

13. Contractor to Provide and Facilitate Inspection:

BSCL will have the right to visit and inspect the manufacturing facility during the manufacturing of equipment's and vehicles.

14. Fair Wages Clause:

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

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

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

15. **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.
16. **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.
17. **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.
18. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the Contractor, without prior written permission of BSCL, shall be considered as breach of contract and BSCL reserves the right to take such actions as it may be deemed fit against the contractor.
19. **Rescission of Contract:** Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:
 - I. If the contractor having been given by BSCL a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
 - II. If the contractor being a company shall pass a resolution or the honorable court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the honorable court or the creditor to appoint a receiver or a manager or which entitle the honorable court to make a winding up order.
 - III. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer,

- 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.

20. Black Listing: A Contractor may be blacklisted for: -

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

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

21. 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.

- 22. 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 CEO, Bareilly Smart City Limited, Bareilly will be final authority to resolve the dispute.

SECTION IV SCOPE OF WORK

The bidder is required to undertake the following scope of work:

The bidder needs to supply and install the following items as per the technical specifications mentioned in RFP.

4.2 Box Heavy Tipper

Note: The Equipment's shall be registered and insured in the Name of SSCIL at the time of supply.

TECHNICAL SPECIFICATIONS

Purpose: Vehicle with a Box Body Tipper of minimum 16 cum for collecting and dumping of waste through hydraulic mechanism with following specifications:

Tipper Container Capacity	Minimum 16 Cum
Emission Norms	B2-VI
Engine Power	Minimum 100 HP
Engine Torque	Minimum 700 NM
Clutch	Minimum 380 mm
Gear Box	Minimum 9 speed Gearbox with crawler & one reverse
Wheel Drive Requirement	4x4
GVM	Minimum 38000 kg
Tipper Body Volume	Minimum 16 Cubic Meter
Tipper Body Plate Thickness	Minimum 3 mm
Hydraulic System Driven by	Gear Box Mounted PTO
Tipper Container Material	Mild Steel or above
Cabin Type	Non Air Conditioned
Type of Fuel	Diesel
CMVR Certification Requirement	Vehicle should be duly certified by CMVR Certification agencies for CMVR norms applicable as on date, e.g. ARAB/INT/VRDE/ACAT or any other agency approved by Ministry of Road Transport and Highway.

RFP PART-1:

SECTION-IV SCOPE OF WORK

The bidder is required to undertake the following Scope of work:

The bidder needs to supply and install the following items as per the technical specifications mentioned in RFP.

- 5 Nos Heavy Tippers

Note: The Equipment's shall be registered and insured in the Name of BSCL at the time of supply.

TECHNICAL SPECIFICATIONS

Purpose: Vehicle with a Box Body Tipper of minimum 16 cum for collecting and dumping of waste through hydraulic mechanism with following specifications:

Tipper Container Capacity	Minimum 16 Cum
Emission Norms	BS -VI
Engine Power	Minimum 200 HP
Engine Torque	Minimum 700 NM
Clutch	Minimum 380 mm
Gear Box	Minimum 9 speed Gearbox with crawler & one reverse
Wheel Drive Requirement	6X4
GVW	Minimum 28000 kg
Tipper Body Volume	Minimum 16 Cubic Meter
Tipper Body Plate Thickness	Minimum 3 mm
Hydraulic System Driven by	Gear Box Mounted PTO
Tipper Container Material	Mild Steel or above
Cabin Type	Non Air Conditioned
Type of Fuel	Diesel
CMRV Certification Requirement	Vehicle should be duly certified by CMVR Certification agencies for CMVR Norms applicable as on date. e.g. ARAI/CIRT/VRDE/ICAT or any other agencies approved by Ministry of Road Transport and Highway.

COMPREHENSIVE WARRANTY

1. The period of onsite comprehensive warranty will be of Three years, and will start only after the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract.
2. During the warranty period 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.
3. 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 above-mentioned period of 36 months, whichever may be later. If any defect is not remedied within 48 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.
4. Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
5. Under the comprehensive warranty, the bidder has to maintain in working condition all the vehicles and equipment's for the entire contract period.

MONITORING SYSTEM

A Project Monitoring Unit (PMU) will be setup in the BSCL for monitoring of the Project to make it successful and sustainable and to ensure that the Smart Classes are used by the teachers and the students regularly in a meaningful way.

- a) Chief Executive Officer, BSCL shall act as the nodal officer for the project for the purpose of overall monitoring of the project.
- b) Environment Engineer, Nagar Nigam Bareilly will act as Assistant Nodal Officer (ANO) to ensure that the all equipment's are used regularly, check the functional status during the contract period, ensure that the complaints regarding the defects has been logged in the complaint register and penalty has been imposed.

RFP PART-1: SECTION-V

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 of force 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 and/or PWD Code including rescind of contract, levy of penalty, etc. In case of non- cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other Organization/ Entity regarding this work and/or the conditions/instructions associated with this work.**
4. The decision of BSCL regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the CHIEF EXECUTIVE OFFICER, BSCL is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor 1% of the project cost per 7 days 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. Any equipment once installed will become the property of BSCL.
8. The successful bidder shall not cause any damage to the BMC property i.e. BMC / PAN City either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused as a result of negligence during the installation of equipment's. The decision of BSCL will be final and binding upon the

successful bidder with regard to liability and quantum of damages to be paid by him.

9. The contractor shall put his/her/their 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.
 - a) The actual date of completion of the original work 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.
 - b) The EMD & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
 - c) 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 – I: SECTION –VI

FORMAT FOR PROPOSAL

ANNEXURE-I: 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 E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-II: AFFIDAVIT

(Applicable for All Bidders)

(On Non – Judicial Stamp paper of Rs 100 duly attested by Notary)

1. I, Shri/Smt/Ms....., Son/daughter/Wife of, hereby declare as the contractor/as the authorized signatory on behalf of the contractor," " (strike **out whichever is not applicable**)
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s..... nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work " SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT BAREILLY " vide Bid ReferenceDT..... are true and correct.
7. My/Our present address for correspondence isand my/our telephone/contact Number isand 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 Bidder/ Authorized Signatory of Company with Seal of the Firm/Company)

ANNEXURE-III: BID SUBMISSION LETTER FORMAT

Date:

To,

Chief Executive Officer

Bareilly Smart City Limited,

Nagar Nigam, Bareilly-243001,

Uttar Pradesh.

Subject: SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT BAREILLY

Sir,

For supply of heavy tippers and onsite comprehensive warranty for Three years in BMC / PAN City.

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of supply of heavy tippers and onsite comprehensive warranty for Three years in BMC / PAN City submit the following information/undertaking/declaration for consideration of the BSCL.

2. Price and Validity

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

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

3. Earnest Money Deposit

The scanned copy of transaction slip of Amount of Earnest Money deposited (EMD): ₹ 4,00,000/- online should be uploaded with technical bid.

4. Bid Pricing

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

5. Qualifying Data

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

6. Declarations

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

I/We accept to the conditions mentioned in the tender document for the establishment of Smart Classrooms 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 supply, installation, testing & commissioning of equipment's and vehicles and onsite comprehensive warranty for Three years and further technical specification given in the RFP and other terms & conditions mentioned in the tender document.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Yours faithfully,

Place:

Name.....

Designation:

Business Address.....

ANNEXURE-IV 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 re construct/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 V: FORMAT FOR TECHNICAL BID

Profile of the Bidder

1. Name of Bidder (in Block Letters) (Proprietorship/Partnership Firm /Company/Society)
2. Name of the Authorized Representative of the Bidder
3. Address of the Bidder
4. (Proprietorship/Partnership Fire Company/Society)
5. Father's/Husband's Name of the Authorized Representative
6. Complete Residential Address of the Authorized Representative
 - a. Existing
 - b. Permanent
 - c. Telephone (Res./Office)
 - d. Mobile No.
 - e. e-mail
7. Documentary proof regarding year and place of the establishment of the Company.
8. Former name of the company, if any and how many years has your organization been in business under your present name?
9. Limited company or limited corporation member of a group of companies (if yes, give name and address, and description of other companies)
10. Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.
11. Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.
12. Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit valid service tax registration certificate.
13. Is the firm registered under Labor Laws Contract Act? If yes, submit valid registration certificate.
14. Is your organization having ISO/or any other certification? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.

15. Do you have a local representation /office in Bareilly? If so, please give the address and the details of staff, infrastructure etc. in the office and no. of years of operation of the local office.

16..... T

he scanned copy of transaction slip of Amount of Earnest Money deposited (EMD):
₹ 4,00,000/- online should be uploaded with technical bid.

All other Annexure, self-attested copies of the documents to be submitted with the bid as scanned copies and uploaded on e-tendering portal.

Date: - _____

Bidder Name.....

Annexure VI: Format for Performance Bank Guarantee

To:

— [the Authority] —

[address of the Authority]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor 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 (date of Validity as per the Bid Document)

Signature and seal of the guarantor

Name of Bank

Address

Date

RFP Part II

ANNEXURE VII: FINANCIAL BID FORMAT

Tender No. BSCL/2020-21/

Tender Document No: _____

BOQ

SUPPLY OF HEAVY TIPPER FOR WASTE MANAGEMENT AT BAREILLY					
BOQ					
S.No	Item description	Quantity	Rate	Total (Including of GST)	Total (Including of GST)
			Amount Rs.	Amount Rs.	Amount Rs.
				(In Figures)	(in Words)
1	Supply of Heavy Tippers as per specifications provided in this RFP including 3 years of Comprehensive Warranty	5			
TOTAL					

NOTE:

1. Each bidder will quote price of all the items mentioned above inclusive of all applicable taxes.
2. Any Conditional Bids shall be summarily rejected.

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 Name.....

Address

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

Draft Letter of Intent

To,

.....

.....

.....

Ph:

Email:.....

Subject: - Letter of Intent (LOI) for "SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT BAREILLY".

Tender ID:

Dear Sir,

We refer to the tender published on on e-tender website and technical bid opened on in response to the invitation for Bids for **"SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT 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./-** [IN WORDSOnly] (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 Bid amount (inclusive of GST), i.e. **Rs...../-**. The amount of **Rs...../-** has already been received in the form of RTGS vide slip no Hence, you are requested to pay the remaining security deposit amount of **Rs/-**, 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 made on between **Bareilly Smart City Limited**, a company incorporated under the Companies Act, 1956/2013, having its office at "C/o Executive Engineer, Municipal Board, Nagar Nigam, Bareilly". Pincode 243001 (Uttar Pradesh) (hereinafter referred to as "Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART**

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

WHEREAS the Owner, desirous of associating with the Contractor for "SUPPLY OF HEAVY TIPPERS FOR WASTE MANAGEMENT AT 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 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)

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. Subject to the provisions relating to Arbitration specified in General Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor.

Article - 4.0 - Scope of Work

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

Article - 5.0 - Contract Price

The Total Contract Price under the Contract shall be Rs./- (Rupeesonly) inclusive of all the GST, taxes, duties, levies, fees etc. as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain

fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of 3 **(Three) 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...../- thru FDR of Bank Vide No:on including the EMD amount of Rs...../- as Security Deposit for the **Tender ID No:.....** Hence the total requisite amount for the agreement is Rs...../- has been furnished by M/s.....

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

_____	_____
(.....)	(.....)
Chief Executive Officer	for M/S.....
Bareilly Smart City Limited	(CONTRACTOR)

Witness:

1. _____
2. _____