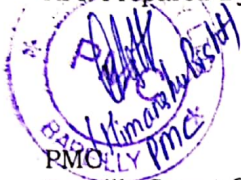


Under Smart City Project RFP of "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis" has been submitted for perusal & checking on 29.01.2024. In this regard a committee meeting with BSCL Officials held on 29.01.2024 for Technical, Legal & Administrative review and approval. After review and discussions, RFP for "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis" is approved and recommended to be placed before the Board Meeting.

RFP Prepared By:



PMO
Bareilly Smart City Limited
Bareilly


Bareilly Smart City Limited
Bareilly

RFP Recommended By:




Asst. Registrar
Firm Societies & Chits, Bareilly


Addl. Municipal Commissioner – II
Nagar Nigam, Bareilly



Addl. Chief Executive Officer
Bareilly Smart City Ltd. Bareilly



Dept. Commissioner (Administration)
State Tax, Bareilly



A.D.M. (City)
Bareilly

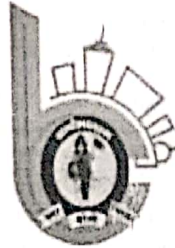
BAREILLY SMART CITY LIMITED



Smart City
MISSION TRANSFORMATION

REQUEST FOR PROPOSAL (RFP)

Name of the Work: "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"



REQUEST FOR PROPOSAL

Employer: - Bareilly Smart City Limited (BSCL)
Nagar Nigam, Bareilly- 243001
Telephone: 0581- 25510074
Email: ceo.bscl01@gmail.com



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 (hereinafter referred to as "BSCL" or "Authority" in this RFP) or any of its employees, directors, promoters, advisers, consultants and any of its affiliates, 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. 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSCL and its employees, directors, promoters, advisers, consultants and any of its affiliates 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. Provided that no person/entity by way of any authority can challenge the selection and non- selection of bidders.

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/2023-24/

Dt.

NATIONAL COMPETITIVE BIDDING THROUGH E- PROCUREMENT

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly (BSCL/Authority) invites Bids on Lump sum basis 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 three Bid systems (Part- I: Pre-qualification Criteria Part II: Technical Bid and Part-III: financial Bid/Price Bid/BOQ) from intending bidders (prospective or interested 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. : 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549**. 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. 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.	Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car Spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis	Rs.3,00,000/- (Rupees Three Lakhs only)	11,800/- (Rupees Eleven Thousand Eight Hundred only)	15 years (Fifteen Years)

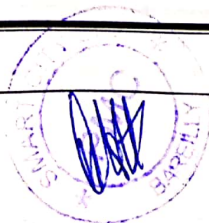


Time schedule for Bidding:

S. No	Description	Critical Dates
1.	Upload/Publish/issuance of RFP	01-02-2024
2.	Bid start Date/Time of RFP	02-02-2024, 11:00 AM
3.	Last date of receipt of pre-bid queries	11-02-2024
4.	Pre-Bid Meeting	12-02-2024, 01:00 PM
5.	Bid Closing Date/Time of RFP	19-02-2024, 03:00 PM
6.	Announcement of qualified bidders in pre-qualification round.	To be notified
7.	General & Technical Bid Opening Date/Time	To be notified
8.	Announcement of qualified bidders in General and Technical round.	To be notified
9.	Financial Bid/ Price Bid/ BDQ Opening Date and Time	To be notified
10.	Announcement of qualified bidders in Financial Bid	To be notified
11.	Issuance of letter of Award/Intent to the prospective Bidders.	To be notified

1. Bids for this tender shall be accepted through the prescribed form only. Any submissions other than the prescribed form shall not be accepted under any circumstances.
 2. Other details, changes/modifications/amendments can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website www.nagarnigambareilly.com (for view and download only).
 3. Subsequent corrigendum, if required, shall appear in the above-mentioned websites.
 4. BSCL reserves the right to reject any or all, full or part thereof the tenders without assigning any reasons.
 5. Any Contractor who wants to participate in bid must register themselves on <http://etender.up.nic.in>
 6. 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.
- Note: Non submission of the required documents by any bidder will summarily be rejected from the bidding process.

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.



Glossary/Definitions

- a) **"Addendum / Amendment"** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by BSCL to the prospective bidders.
- b) **"Agreement"** means the License Agreement to be executed between BSCL and the selected bidder.
- c) **"Applicable Laws"** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **"Bank Guarantee"** means Guarantee issued by a scheduled commercial bank in favour of BSCL Ltd.
- e) **"Bare Space"** means the space offered on 'as is where is' on which commercial development as per scope mentioned in the RFP can be done.
- f) **"Bidder" or "Tenderer"** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, which is submitting its bid pursuant to RFP Documents
- g) **"Bid Due Date"** means Bid Submission end date and time given in the E-tender.
- h) **"Bid processing fee"** means Cost of RFP/Tender Document which is Non-refundable in nature.
- i) **"BSCL"** means Bareilly Smart City Limited (or "Corporation" or "Licensor")
- j) **"E-Bid Security"** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to BSCL.
- k) **"Highest Bidder"** means the Bidder, who gets the highest marks in Technical & Financial Bid evaluations.
- l) **"Interest Free Security Deposit/ Performance Security"** means interest free amount to be deposited by the Licensee with BSCL as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- m) **"License"** means the Commercial development Rights/Activities granted by BSCL to the Licensee under terms and conditions of the License Agreement.
- n) **"Licensee"** means the Selected Bidder, who has executed the License Agreement with BSCL pursuant to the conclusion of the bidding process.
- o) **"License Fee"** means the amount payable by the Licensee to BSCL as per terms and conditions of the License Agreement.
- p) **"License Period"** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/commercial complex.
- q) **"LOA"** means Letter of acceptance given by licensee in response of the NOA issued by BSCL.



- r) **"Notice of Award (NOA)"** means the written notice issued by BSCL to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License.
- s) **"Party"** means Licensee or Licensor (together they are called **"Parties"**)
- t) **"Permits"** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- u) **"Prospective Bidders"** means the bidders who are potentially interested in submitting a proposal or Bid under this RFP.
- v) **"Re. or Rs. or INR"** means Indian Rupee.
- w) **"Selected Bidder"** means the bidder who has been selected by BSCL, pursuant to the bidding process for award of License.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto here in above.



INTRODUCTION

Street foods have traditionally been an integral part of Indian society and are present across the country. They represent the rich local culinary tradition serving as an affordable daily dietary option for millions. Additionally, street food vendors contribute significantly to employment, especially with the ongoing trend of rapid urbanization. Various states across India have established Food Courts in prominent cities, not only generating substantial revenue but also offering recreational spaces for both locals and tourists. Beyond economic benefits, these food courts play a vital role in promoting and preserving the rich culinary heritage of the region.

Project Location – The Food Court site is located at DD Puram, one of the prime locations of the city and major landmarks nearby such as Bareilly Sport Stadium.

Aim of the project – The aim of the Project is to encourage safe and healthy practices among food businesses and capitalize the prime area of the city and generate revenue after selecting a Facility management agency which shall lease out the space and pay an annual amount to BSCL.

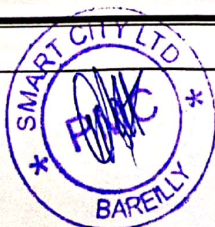
Objectives of the Project

- To operate and manage the entire food court complex situated at DD Puram, encompassing approximately 1400 sq.mt. with around 67 food kiosks within the campus.
- Establishing the Food Court Complex as a public recreational area.
- To operate and manage the maintenance and operation of the MLCP.

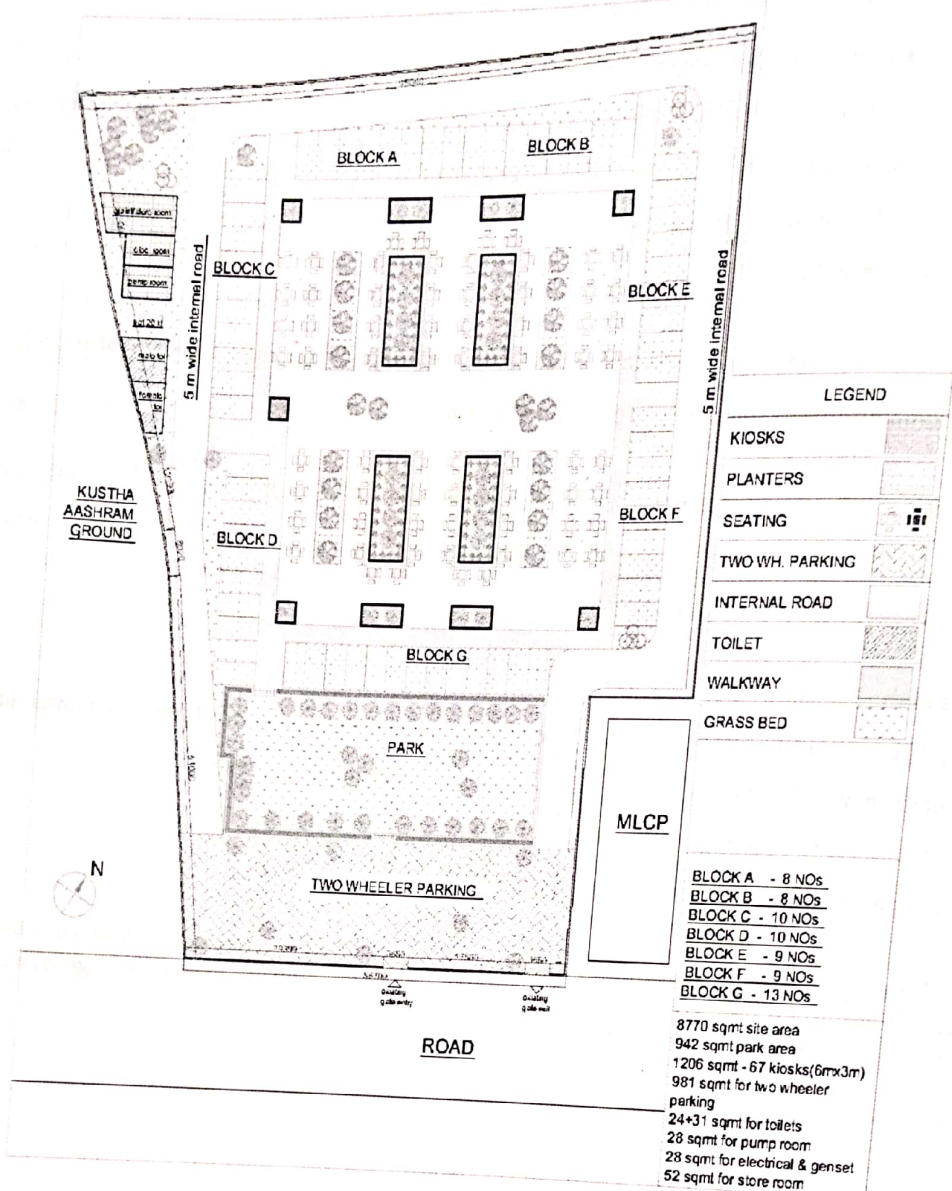
Scope of complex - It is a premises with permanent kiosks available for individuals interested in selling their food items. These spaces offer local vendors a significant opportunity to earn a livelihood alongside attracting regular footfall/visitors to the complex.

Amenities/ Services within the complex –

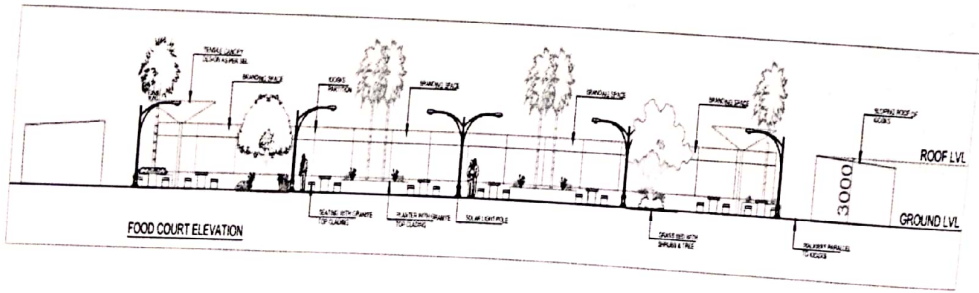
- Leasing of 67 Food Kiosks.
- Multi-Level Car Parking (33 car spaces)
- Toilet Block
- Pump room, Electrical room, Store room
- Park
- Seating Area



Floor plan



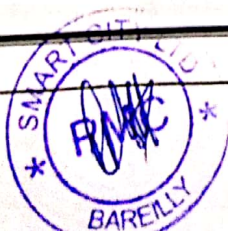
Elevation



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. "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.
3. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/ be understood as "contractor".
4. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
5. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
7. "Last three financial years" means any three consecutive FY 2019-20, 2020-21, 2021-22 & 2022-23.
8. "Similar Work" shall mean "owning/operating and managing of Café/ Lounge/food Courts/ Commercial Establishment/ Office/ Facility Centre/Hotel or any building which falls under the category of commercial building in the last 7 years.
9. "MLCP" shall mean exclusively managing contract for vehicle parking management system at any Star hotels/resorts, Hospitals, Airports, Railways including metro stations, bus terminal, approved public vehicle park/ Multilevel car parking of Municipal Corporations, malls or shopping complex in the last 7 years.

Note: Experience of only MLCP project shall not be counted for this bidding



RFP PART- 1: SECTION-II

Detailed Tender Notice

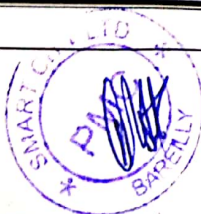
Eligibility criteria (Technical bid and Financial bid) for the Bidders: In order to participate, bidders must meet the following eligibility criteria: intending to participate, Bidder shall fulfil the following Eligibility Criteria:

The bid shall be submitted online in three parts namely. The submission of the bid shall be done online in three following segments:

- Pre-Qualification Criteria
- Technical Eligibility
- Financial Bid

a. Pre-qualification Criteria

S.NO	Pre- Qualification criteria	Supporting document
1	Each intending Bidder may be a sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.	• Certificate of incorporation, Proprietorship Proof, Partnership Deed, LLP Certificate.
2	The bidder should have an average annual turnover of more than Rs. 4.0 Crores or equivalent during the last 3 financial years	Copy of audited financial Statements For last 3 financial years. (ITR and Balance Sheet of any three consecutive FY 2019-20, 2020-21, 2021-22 & 2022-23)
3	Experience certificate of having successfully completed similar works.	Not Applicable for Prequalification criteria.
4	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/ Central Govt/UT of Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration by Authorized Signatory (format Annexure VII)
5	The bidder should have a valid GSTIN, PF Certificate and Pan Card Copy	Copy of the certificate of GSTIN, PF Certificate and Pan Card Copy. Undertaking for PF Exemption can be considered.
6	Licenses	Not Applicable
7	Tender fee	Scanned Copy of transaction slip / receipt of RTGS / NEFT to be submitted online

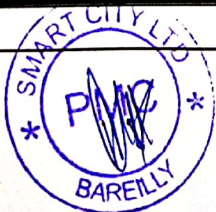


8	Tender EMD	<ul style="list-style-type: none"> • Scanned Copy of transaction slip/receipt of RTGS/NEFT/ BG to be submitted online. • BANK GUARANTEE (BG) of Nationalized Bank should be in favour of Chief Executive Officer, Bareilly Smart City Limited. The Bank Guarantee should be submitted to BSCL within 3 days after Bid submission due date.
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NOTE: Proposals not conforming to the above requirements shall be liable to be rejected.

b. Technical Eligibility

- a) The Authority designated officer/consultant/advisor will open the Bids online on the Bid Opening Date and Time as specified in the Bid Data Sheet.
- b) The Authority designated officer/consultant/advisor or any of its affiliates shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- c) The Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.
- d) The Technical proposal shall be evaluated next based on the criteria set out in this RFP document. The Financial bids of only those bidders who qualifies the technical qualification shall be opened.
- e) The Technical Evaluation Committee shall review the technical bids of the short- listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- f) Each Technical Bid will be assigned a Technical Score out of a maximum of 70 points. Only the bidders who get a Technical Score of more than or equal to 50% in Technical Evaluation will qualify for Commercial Evaluation stage. Weightages of Bidder's ability is as shown in the table.
- g) The bids qualified in the Technical Evaluation; stage - II shall only be further evaluated for stage- III Financial evaluation.
- h) The opening of Financial Bid shall be communicated to all the bidder who have qualified the Technical Bid round.



S.NO.	Parameter	Max. Marks	Required Document
1	<p>Overall relevant experience of owning/ operating and maintenance of at least 1 Café/ Lounge/food Courts/ Commercial Establishment/ Office/ Facility Centre/Hotel or any building which falls under the category of commercial building in the last 7 years.</p> <p>And for MLCP</p> <p>At least 1 exclusively managing contract for vehicle parking management system at any 5star hotels/resorts, Hospitals, Airports, Railways including metro stations, bus terminal, approved public vehicle park/ Multilevel car parking of Municipal Corporations, malls or shopping complex in the last 7 years.</p> <p>Note: Experience of only MLCP project shall not be counted for bidding.</p> <p>(10 Marks for Single work & 2 marks each for additional work certificate. Max. 20 Marks)</p>	20	Proof of experience/ performance in the form of client citations/work completion to be submitted. Ongoing projects can be considered.
2	<p>Annual Average Turnover of value more than Rs 4.0 Crores during any three consecutive financial years i.e. FY 2019-20, 2020-21, 201-22 and 2022-23</p> <p>5 Marks for more than equals to Rs. 4.0 Crore.</p> <p>7 Marks for more than equals to Rs. 7.0 Crore</p> <p>10 Marks for more than equals to Rs. 10 Crore</p> <p>Max. 10 Marks</p>	10	Copy of audited financial Statements For last 3 financial years. (ITR and Balance Sheet of any three consecutive financial years i.e. FY 2019-20, 2020-21, 201-22 and 2022-23)
3	<p>Representation of Proposed Approach and Methodology considering the features mentioned in the RFP for operation and maintenance of Sanjay Community Pond Complex.</p> <p>Presentation on Proposed Approach and Methodology for operation and maintenance, Staff & Resources – 25 Marks</p> <p>Presentation on contribution in Social Welfare, popularization and longevity of project, attracting footfall. – 15 Marks</p> <p>Max.40 Marks</p>	40	Bidders will be invited for presentation at BSCL Office, Nagar Nigam Bareilly after opening of Technical Bid.
Total Points/Marks		70	
Cut off Points for Qualifying		35	Bidder should obtain at least 35 marks for technical qualification

- NOTE:** Proposals that do not adhere to the above-mentioned requirements shall be rejected.
- The RFP is for entire scope of work and not for a partial portion of the work.
 - The price quoted is comprehensive and is not subject to open-ended adjustments of any kind.

Technical bid evaluation shall be completed prior to opening of any financial bid being opened. Any condition of the Bidders sent along with the bids, if any, shall not be binding on Bareilly Smart City Limited and liable to be rejected, hence the bids must be unconditional. Bids shall be evaluated by an Evaluation Committee formed by BSCL.



Evaluation and Comparison of bids

The Technical Evaluation Committee (TEC) shall be formed and appointed by the department.

The Committee will evaluate both technical & commercial bids. Bidders who have qualified Pre-Qualification Eligibility Criteria of this RFP document shall be evaluated and scored by the Technical Evaluation Committee based on the basis of technical evaluation criteria mentioned in table below, assessing each bidder's ability to satisfy the requirements set forth in the document.

The minimum marks for qualifying through the technical evaluation round are 35 out of 70.

Bids shall be evaluated on a Quality and Cost Based Selection (QCBS) basis. Bids shall be ranked according to their combined technical score (St) and financial score (Sf) using the formula: S (Final Score) = $S_t + S_f$.

The contract will be awarded to the Bidder scoring the highest Final Score (S).

- * 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.

Even though the Bidder meets the above qualifying criteria, the bidder may be subject to be disqualified if the bidder 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).

c. Financial Eligibility Criteria / Selection Process

The financial Bid will be opened only if the bidder successfully qualifies the pre-qualification and technical Bid round. The contract will be awarded to the Bidder scoring the highest Final Score (S).

Note:

- No Minimum Reserve price is fixed.
- Reward for Timely Achievement of Operational Stage- BSCL will consider rewarding the License for special waiver and concession in First Year License Fee, If the Licensee is able to establish 100% achievement of operations of all 16 Kiosks, MLCP, and comprehensive operation and management of all the infrastructure in the complex, within 90 days of LOI,



Subject to above, The waiver terms of License fee for First Year Shall be as follows:

- Waiver of License Fee For the first quarter, (Initial three Months License Fee): BSCL shall provide 100 % waiver on first three months License Fee and the Selected bidder is not required to pay to BSCL for first three months failure to comply shall attract the penalty on Licensee of up to 50% of first quarter fee with Interest, on Pro-rata basis of milestones of operational stage achievement, as per conditions precedent.
- For the subsequent Nine Months (4th Month to 12th Month) (i.e. Quarter 2, Quarter 3 and Quarter 4 License Fee), 100% of the monthly quoted License Fee to be paid by Licensee to BSCL, within 07 days (seven days) before commencement of 4th Month.
- From the 2nd Year Onwards, the Licensee shall make quarterly payment along with GST to BSCL in advance, before commencement of each Quarter.



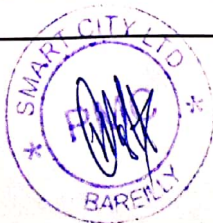
Chapter: 2

RFP Summary

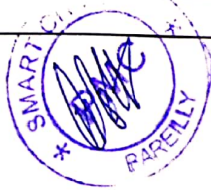
Sr. No.	Key Information	Details
1.	RFP for	Selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis.
2.	Minimum Value of Licensee Fee	The Price Proposal submitted by the bidders shall be No minimum criteria for value of License Fee, An escalation of 10% on 1 st 4 years, 15% on 5 th to 8 th year & 20% further on is applicable. In addition to License Fee, Bidder also has to pay GST extra as applicable
3.	Commencement of Services , Waiver of License Fee For Achievement of 100% Operations	A license shall be required to start Operations Facilities within 90 Days from issue of LOA. <ul style="list-style-type: none"> Reward for Timely Achievement of Operational Stage- BSCL will consider rewarding the Licensee for special waiver and concession in First Year License Fee, If the Licensee is able to establish 100% achievement of operations of all 67 Kiosks, MLCP, and comprehensive operation and management of all the infrastructure in the complex, within 90 days of LOI, Subject to above, the waiver terms of License fee for First Year Shall be as follows: Waiver of License Fee For the first Quarter, (Initial three Months License Fee) 100 % waiver on First Three Months License Fee shall be given by BSCL and the Selected bidder does not need to pay to BSCL for first Three Months. Failure to comply shall attract the penalty on Licensee of up to 50% of First Quarter Fee with Interest, On Pro-rata basis of Milestones of Operational Stage Achievement, as per conditions precedent conditions. For Subsequent Nine Months (4th Month to 12th Month) (i.e., Quarter 2, Quarter 3 and Quarter 4 License Fee), 100% of the



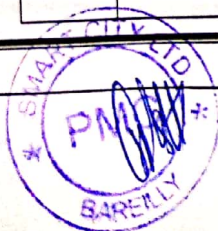
		<p>Quoted Monthly Quoted License Fee to be paid by Licensee to BSCL, within 07 days (seven days) before commencement of 4th Month.</p> <ul style="list-style-type: none"> From 2nd Year Onwards, Licensee has to make Quarterly payment along with GST to BSCL 15 in advance, before commencement of Quarter.
4.	Commencement of Services , Penalty / Liquidated Damages	<p>Nonoperational Facility in above timeline shall invite Liquidated Damages of Rs 10000/- for per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs 15000 per day from 16th day up to 30th day. If the delay continues beyond the 30th day, LOA given by the Authority can be cancelled.</p>
5.	License Period	<p>The License Period shall be 15 years from the date of LOA. The license shall be extendable for subsequent 15 year (1 year at a time) thereafter upon mutual agreement.</p>
6.	Eligibility of the bidders	<ul style="list-style-type: none"> A company incorporated as per Indian Companies Act 1956 / 2013 (Copy of Memorandum and Article of the association of the bidder should be submitted) Or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) Or a registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate). Bidders blacklisted by any Central or State Government department, or Government Agencies are not eligible.
		<p>The bidder shall meet both Financial and Technical Qualifications to be considered qualified.</p> <p>Financial Qualifications: Bidders should have an Average Annual Turnover of</p>



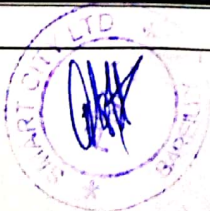
7.	Qualification Criteria	<p>value more than 400 Lakhs during any three consecutive Financial Year i.e. FY 2019-20, 2020-21, 2021-2022 and 2022-23.</p> <p>Documentary evidence:</p> <p>(1) Copy of Audited annual reports from 2019-2020 to 2021-2023</p> <p>(2) Statement from the statutory auditor as prescribed in the Annexure 3</p> <ul style="list-style-type: none"> • Experience certificate of having successfully completed similar works during last 7 years (Not applicable in prequalification criteria)
8.	Bid Validity	180 Days from the date of opening of bid.
9.	Bid Security/ EMD	The amount for Bid Security (EMD) shall be Rs 3,00,000/- in the form of Demand Draft in favor of "Chief Executive Officer, Bareilly Smart City" from an Approved Bank.
10.	Performance Security	<p>Performance Security will be 10% of the value of the License fees quoted for the three years in the form of DD or Bank Guarantee in favor of CEO-M/s BSCL, to be paid on or before signing of Agreement. Format of the bank guarantee for Performance Security is given in Annexure.</p> <p>Performance Security shall be valid up to the end of License Period and 60 days thereafter.</p>
11.	License fees	<p>The Licensee is required to deposit the License fee + GST In advance on quarterly basis to BSCL.</p> <p>1st Quarter License Fee- exempted.</p> <p>Next Quarter Fee to be paid in Advance - Quarterly Fee + GST, to be paid 15 days before end of current Quarter.</p> <p>Any delay in payment of Fee shall carry an interest @12% per annum and upon failing, Authority shall</p>



		forfeit the performance security.
12.	Award Criteria	QCBS
13.	Tender Fee/ Cost of the document	Rs 11,800/- (Rs. Eleven Thousand Eight Hundred only) on non- refundable basis
14.	Signing of Agreement	Agreement shall be signed between Authority and Licensee incorporating the terms of the RFP as directed by Authority.
15.	Timing of Services	The hours of operation shall be from 10 AM to 11 PM. The timing can be subject to change as per the applicable laws and regulations. The Authority has the full discretion to change the timings. Service provider needs to do the needful for arrangements of proper lighting during the evening times.
16.	Chargeable rates & duration	The bidder can charge the rates for each show. accordingly. Prior approval of rates to be charged to be obtained from CEO, BSCL
17.	Revenue to Licensee	Licensee is authorized to collect the Fees/fares. from the users and other branding activities.
18.	Approvals and Clearances	Before starting the operations of the project, Licensee shall be required to obtain all necessary approvals and clearances as specified by rules, laws and bye laws for carrying out the activities for such kind of works.
19.	Utility/ Electricity Bill Charges	The Licensee shall be responsible to pay all utility and electricity bills.
20.	Taxes	The Licensee shall be liable to pay all taxes and statutory dues including GST.
21.	Equipment Quality	The Licensee/operator will have to provide equipment/ infrastructure which are new or are close to new in terms of quality. The Licensee shall submit documents to the Authority, showcasing manufacturing details if required by the authority.



		The licensee will have to conduct periodical safety audits for all equipment's and obtain all safety clearances/permits from the relevant agencies required for operations.
22.	Place for Storage of Equipment	All necessary arrangements, fixtures etc. will have to be done by Operator at his own risk and cost with the prior approval of BSCL
23.	Risk & Cost	BSCL will not be responsible for any kind of theft. / loss / damage to the property / of the licensee. No such compensation will be entertained.



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 three bid (Part1: Pre-qualification Criteria, Part II: Technical Bid & Part III: Financial Bid) e- procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each online 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) (same 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 this RFP) 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 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. 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 only.
5. The on-line technical bids received shall be opened at **11:00 AM** on Dt**2024** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt**2024** for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at **3:00 PM** onwards.
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2ND Highest bidder (H2) 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 H2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.



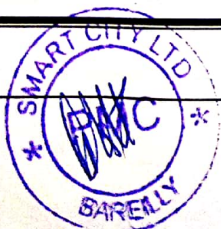
8. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein the intended works are to be executed and submit their bids accordingly.
9. In case of any inconsistency or contradiction among different clauses/ conditions/ instructions/ information furnished 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. 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 it may be deemed fit 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 Management schedule and manpower provision 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 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. Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the



contract and the security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

7. Period of Contract: The tender for Request for Proposal for selection of Agency for Maintenance services of Sanjay Community Pond Complex in Bareilly for 15 (Fifteen) years from the date of Signing of agreement with BSCL, 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.

8. One Time Upfront Premium Deposit

N/A

9. Performance Security Deposit

The Successful bidder shall furnish performance security deposit as 10% of the 15 years annual fee (as quoted by the bidder) for the 15 years contract term period 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. : 305402010807453, Name of Bank: Union Bank of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549** at the time of signing the agreement including EMD deposited along with the bid submission.

Performance Security deposited shall be retained by the BSCL till the completion of the contract period.

10. Payment and release of the Funds

The contractor shall pay quarterly advance payment to BSCL in advance as mentioned in the RFP Summary, terms and conditions.

11. Custody of Materials

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



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

12. 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. 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.

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

BSCL are to have round-the-clock access to the work sites during the maintenance 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.

15. 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 by the order, then said amount(s) shall be recovered from the contractor.

16. Contractor to Indemnify BSCL

The contractor shall take every precaution not to damage or injure the 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 for this account.

17. Management Staff

The contractor shall engage in this work with qualified and experienced management staff to the satisfaction of BSCL. The Resident Engineer(s) shall represent the contractor in his/her/their absence to receive instructions of BSCL which will be binding on the contractor. Staff include a Manager, Electrician/Operator, Security guard and a Sweeper.

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 action 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 being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- II. 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.
- III. If the contractor fails to follow and comply with the relevant provisions of this RFP and/or agreement.
- IV. 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 total 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. Blacklisting

A contractor face blacklisting on the happening of following events: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any form of tender fixing.
- c) Consistent failure non-achievement of milestones on insufficient and fictitious grounds and non-adherence to quality specifications despite warnings or any other reasons.
- 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 of India and also to the agencies working under the Government of India and operating within 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 Chief Executive Officer, Bareilly Smart City Limited, Bareilly will be final authority to resolve the dispute.



Chapter-4 SCOPE OF WORK

1 SCOPE OF SERVICES FOR OPERATION AND MAINTENANCE FOR FOOD COURT

1.1 SCOPE OF SERVICES

The Scope of work / service to be done / provided by the contractor under this bid will be as under: The Contractor shall operate and maintain the entire food court area for a total operation and maintenance period of 15 (fifteen) years. All necessary repairs, maintenance, overhaul, replacements etc. shall be made during the O&M period to maintain the food court area at the status of formal handing over. At the end of the O&M period the food court complex, including all equipment's shall be handed over to the Employer in functional condition. The scope of work for Operation & Maintenance shall include but not limited to the following items:

- i. The food court will be handed over to the Licensee on 'As Is Where Is Condition'. Any development, improvement or providing additional features needs to be completed upto a maximum of 60 days after signing of the License Agreement. The Licensee shall maintain the facilities created in good condition. The Licensee shall be liable to bring all additional equipment, furniture, electrical fixtures and other fixtures required for operations. All development / improvements / repairs/ installations / modifications etc. done to the site should be with prior written approval of BSCL; subject to in compliance with the existing local byelaws and development control regulations, and approval of the BSCL and competent authority; based on the following conditions:
 - i) The Licensee shall not be allowed to carry any additional construction in the property. No demolition / Structural demolition / destruction / deletion of the existing structure(s), if any, is allowed. Any additional construction / addition of facility shall be only after the written permission from the competent authority within BSCL.
 - ii) The Development (improvements / repairs / installations / modifications) as proposed and implemented by the bidder, shall be as per the applicable guidelines, rules and regulations.
 - iii) The cost towards development / improvements / repairs/ installations / modifications etc. for the Project shall be borne by the Licensee. No reimbursements shall be done by the Authority during or after expiry of License Period for the investments made by the Licensee during the License Period.
- ii. This is an all-inclusive Food Court service providing basic meals (lunch, cooked and fast foods), non-alcoholic beverages, snacks and other items on a daily basis to on-site personnel, visitors, tenants etc.
- iii. Opening Hours- Shops or establishments inside the food court can be opened for 8 hours with prior approval from the Authority.
- iv. The successful bidder shall be required to adhere to the building design but there are no limitations on planning and subdivision of interior floor space as per feasibility. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The successful bidder shall also ensure that the proposed food court within the tendered area is neither an impediment for smooth flow of traffic/commuters/public nor a safety hazard to anyone. The successful bidder shall also ensure that all existing utilities



- and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.
- v. Notwithstanding anything mentioned above, the successful bidder is required to adhere to the provisions of the prevailing master plan and the building bye laws of the authorities having jurisdiction over the tendered space for the development works to be undertaken.
 - vi. Procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use and operate the tendered space for desired commercial purpose/business will be sole responsibility of the successful bidder. BSCCL shall not be responsible for any such procurement and shall not entertain any claims in this regard.
 - vii. Firefighting and other related infrastructure to be installed/arranged at its own cost for the tendered space by the successful bidder & must be in sync. with the building firefighting arrangement as per feasibility.
 - viii. The Licensee shall deploy adequate number of qualified and experienced persons to Operate, Manage and maintain the entire offered space for efficient and high standards of services.
 - ix. The Licensee shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, National, Casual, Annual Festival, Maternity / paternity Leave Acts as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by Agency.
 - x. The Licensee must employ adult and skilled labour only. Employment of child labour will lead to the termination of the Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Licensee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments.
 - xi. Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP/tender Document. Except for sub-licensing the use of the tendered spaces as per the terms of this RFP/tender Document, the successful bidder shall not assign any of its rights, or interest in respective license agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
 - xii. Under no circumstances, shall the tendered spaces or facilities constructed or installed at the licensed space/tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favor of any person, including the Lenders/Financial Institution(s)/Banks etc.
 - xiii. Successful bidder ensures that no use of polythene baggage/bags at the tendered area/licensed area/outlets.
 - xiv. The successful bidder shall be responsible for obtaining the fire NOC (If required) from the concerned authorities at its own. BSCCL may provide assistance (if required) in this regard.
 - xv. Comply with all statutory requirements in connection with this tender document & commercial development of Tendered Area.
 - xvi. The Service Provider shall ensure overall general maintenance, drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. To ensure that managers/ Supervisors are sufficiently trained and equipped with mobile phones.
 - xvii. Any Physical Damage caused to equipment, fixture, floor, building has to be replaced and



- repaired to original level by operator at its own cost and BSCL will not disburse any amount for same.
- xviii. The said food court while primarily used by the Visitors and the residents of Bareilly, will also be open to public. The Licensee is free to market the facility to attract visitors from outside.
- xix. The signage shall be backlit and shall be placed at the site. All signage designs shall have to be approved by the Authority.

Disposal of Waste/garbage

- xx. The agency shall ensure disposal of the collected waste on a daily basis. Accumulation of garbage/waste on the premises will not be acceptable and should never be kept overnight on the Food Court premises. It shall be the responsibility of the agency to segregate and dispose off garbage at least twice a day and/or at any time when garbage accumulated in a larger quantity than the capacity of dustbin/garbage drum at his own cost and as per prescribed norms/practices by the local authority, if any.
- xxi. Dust and waste materials shall be collected in proper bins and disposed off immediately. Biodegradable garbage bags shall be used in all dustbins in the premises of cafeteria etc. for easy collection and disposal, so that the dustbins are maintained neat and clean and in a hygienic condition.
- xxii. The agency shall ensure collection of dry leaves, unwanted weeds, dead insects lying in the open area in a permissible garbage bag for disposal.

Inspection

- xxiii. The agency shall maintain checklist in the prescribed format on a daily basis for the upkeep and maintenance of Food Court as given in this RFP.
- xxiv. The agency shall maintain hygiene checklist as per prescribed format in this RFP and submit it to BSCL.
- xxv. The agency shall allow the labour Inspector for inspection and shall abide by all laws applicable by State Govt./Central Govt. as applicable from time to time.
- xxvi. The agency shall be ready to face every month's audit by the BSCL with regards to food quality, hygiene conditions of premises cafeteria and kitchen etc. and if complain found, it shall be dealt seriously as per penalty clause of this RFP.
- xxvii. Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times during the Term.

Sub-Licensing

- xxviii. Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP/tender Document. Except for sub-licensing the use of the tendered spaces as per the terms of this RFP/tender Document, the successful bidder shall not assign any of its rights, or interest in respective license agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- xxix. At any point of time, not more than 2 (two) Booths shall be leased out to a single Third Party. In case of violation of this provision, all licenses provided to the Third Party shall be cancelled with immediate effect and the Third Party will be barred from entering into any future Third Party Agreements with the Operator.
- xxx. The Operator shall ensure to get the format of sub-license deed approved by the BSCL and also, submit the signed sub-license deeds to the BSCL for information. The Operator may execute sub-license deeds effectively from the Operations Date. The sub-licensee/s shall pay the license fees under the sub-license deeds directly to the Operator.



2 SCOPE OF SERVICES FOR OPERATION AND MAINTENANCE FOR MLCP

The scope of work shall essentially include collection of parking fee (parking fee will be decided only by BSCL), Operation and maintenance of mechanized parking system at SCH, and operation and management of entire infrastructure present in MLCP, management of parking slots of the MLCP.

1. Parking Management:

- I. All the records such as vehicle registers, tokens, if any, etc. shall be handed over to the designated officer of Bareilly Smart City Limited or any officer appointed by it, after the expiry of the Contract period. The selected bidder will write the time of entry and exit of the vehicle on the parking ticket and on the counterfoil. The counterfoils will be maintained by the selected bidder. the entire period of the Contract and it will be produced as and when required by any authorized representative of Bareilly Smart City Limited. All transactions for User fee collection to be kept on digitized format including the time stamp.
- II. The Selected Bidder shall, during the contract period, maintain books of account recording all its receipts from all sources derived or on account of the Project, income, expenditure, and payments, and assets and liabilities, in accordance with this Agreement, the Applicable Laws and Good Industry Practice. The Selected Bidder shall provide Bareilly Smart City Limited, a copy of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of the Financial Year to which they pertain.
- III. There should be no encroachment at any time of the Contract period. The maintenance and upkeep of the existing Infrastructure present at MLCP will be the responsibility of the Selected Bidder.
- IV. Fare boards, Parking stand boards and entry & exit boards of size approved by Chief Executive Officer, Bareilly Smart City Limited with retro reflective lettering mounted on GI pipes shall be provided by the Selected Bidder for the above-mentioned parking locations as per requirement.
- V. Providing road signs and marking of roads, parking bays, speed breakers etc. within the parking area shall be carried out regularly by the Selected Bidder at its own cost.
- VI. The selected bidder shall have to bear the electrical charges as per actual consumption during the Contract period. The selected bidder also has to maintain and operate the DG sets at its own.
- VII. No structure will be allowed to be constructed on the subject land allotted on Contract basis under any circumstances. However, if felt necessary, the Selected Bidder shall undertake such activity with prior approval from authority.



- VIII. Activities mentioned hereunder are not exhaustive and the Selected Bidder shall have to carry out the Regulation of parking floors as per the good industry practices and standard operating procedures.
- IX. All necessary reports and any other information if required shall be supplied by the selected bidder immediately as required and regular meetings will be held with the Chief Executive Officer, Bareilly Smart City Limited.
- X. The Selected Bidder shall not employ the following persons on work.
- Any Minor Person (Child Labor)
 - Any person having age of more than 58 years.
 - Any pregnant woman
 - Any person with criminal antecedent
- XI. The Selected Bidder is not permitted to levy any service charges or any deposit from the public other than the parking fee. Boards indicating charges should be displayed at a prominent place at parking premises as mentioned above.
- XII. The Selected Bidder will have to insure all the staff working for Parking Management.
- XIII. Necessary security arrangements to protect the parking charge amount collected and to protect the installed property by the Selected Bidder should be made by the Selected Bidder at his own cost and risk.
- XIV. Apart from the CCTV cameras provided by Bareilly Smart City Limited, the Selected Bidder has to install necessary CCTV cameras (if necessary) at every entry and exit ramps as well as in the parking floors for better monitoring and surveillance in consultation with the Authority.
- XV. The Selected Bidder shall have to comply with fire safety norms for the Parking Area at its own Cost.
- XVI. The Selected Bidder must make his own arrangements for residence of the staff working for parking management. No accommodation will be provided to the Selected Bidder at MLCP or anywhere else by the BSCL authorities.
- XVII. The day-to-day maintenance of the parking area, which includes the following is the responsibility of the Selected Bidder.
- Maintenance and upkeep of the infrastructure provided by the Selected Bidder for the issue of tokens at entry and exit gates.
 - The Selected Bidder is responsible for ensuring that the vehicles are parked in an orderly manner and shall maintain the lifting barrier, speed breakers provided at the entry and exit gates, if any.
2. Deployment of Personnel/Workers for Parking Management Scope of work under Deployment of Personnel/Workers includes but not limited to:
- Adequate Personnel/Workers should be deployed.
 - Managing entry & exist of vehicles at entry & exist gates respectively.
 - Registering vehicles & maintaining necessary records, recording the details such as but not limited to the Vehicle No., Entry / Exit date & time etc. with receipts to customer. Digital Maintenance of Record is preferred.
 - Providing tokens to the driver of the vehicle and receiving token from the driver at the time of exit.
 - Providing necessary information or direction for vehicle vertical movement within the parking area.



- vi. Proper parking arrangement of different class of vehicles separately in the designated area.
- vii. Providing security to vehicles during the Contract period.
- viii. Personnel/Workers so provided shall work in shifts with a single shift no longer than 8 hours at a stretch.

3. Other Activities

Scope of work under Other Activities include but not limited to following:

- i. Ensuring that every vehicle is registered & properly checked & frisked.
- ii. Ensuring that all vehicles are properly parked in a systematic manner.
- iii. Wherever necessary co-ordinate and co-operate with Chief Executive Officer, Bareilly Smart City Limited, or his representative, IT system provider and other agencies and authorities.
- iv. In case of any system failure and any issues arising out of the equipment's due to the regular operation to be duly notified to the Authority within 24 hours of occurrence.

4. Complaint Book

- i. The Selected Bidder shall maintain a complaint book in a prominent place on the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Officers of the BSCL.
- ii. Bareilly Smart City Limited does not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Agreement or modifications thereof, such negotiations should be sought by the Selected Bidder and no collective representation/bargaining will be entertained.
- iii. Bareilly Smart City Limited may, based on any public complaints, ask Selected Bidder to remove such employees whose services are doubtful or the behavior or having criminal background & the Selected Bidder is bound to abide by the advice of competent authority of Bareilly Smart City Limited.
 - a. Handing Over of the premises on expiry of Contract period or on termination of the Agreement by the competent authority of Bareilly Smart City Limited.
 - b. On account of any breach on the part of the Selected Bidder and termination of this
 - c. Agreement, the Selected Bidder shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by Bareilly Smart City Limited or developed by Selected Bidder under this Agreement to the Managing Director, Bareilly Smart City Limited or his authorized representative.

5. Notice Board Display

The Selected Bidder shall display a notice board in English, Hindi in a conspicuous place indicating that it is a Smart City parking lot. The name of the Selected Bidder managing parking, contact numbers of Selected Bidder and the period of Contract shall be indicated in the notice board. The "Parking Fees" shall be displayed at the entrance of the parking lot. The Selected Bidder shall put up no other board of whatsoever nature without prior approval of the Bareilly Smart City Limited.



6. Selected Bidder's Liability:

- i. The Selected Bidder shall completely indemnify and hold harmless the Bareilly Smart City Limited and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of Agreement, wrongful act or negligence by the Selected Bidder or any of its employees engaged in the provision of the services to Bareilly Smart City Limited.
- ii. The Selected Bidder shall not be liable in anyway whatsoever and the Chief Executive Officer, Bareilly Smart City Limited hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - a. Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.
 - b. Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Selected Bidder or any of its employees engaged in the Parking Management Services at the Multilevel Car Parking Building at Saheed Nagar, Bareilly.
- iii. The Selected Bidder shall not assign, transfer or subcontract.
- iv. any of its rights and duties under this Agreement except as provided without the prior approval of the competent authority of Bareilly Smart City Limited.

The bidder has to bear the operation and maintenance cost (Including Manpower, Electricity, Water etc.) during the Contract Period.

1.3 OPERATION

1.3.1 Operational Services

The Contractor shall operate the complete food court complex and associated services on a continuous 24-hour basis. The Contractor shall operate as per the stipulations maintained in the technical document. If it is determined that the facility is not capable of meeting the design parameters for any reason beyond the contractor's control and not attributable to him, the contractor shall determine the specific cause of failure/ abnormality in the food court and MLCP functioning and report to the Employer or his authorized representatives and seek his directives on the necessary corrective action to be taken/adopted. The Contractor will be required to furnish the details of electricity consumption in the format prescribed by the Employer or his authorized representatives. The Contractor at his own expense shall provide all tools, cleaning, and housekeeping equipment, security and safety equipment.



1.3.2 Manpower

The Contractor shall provide experienced managerial, technical, supervisory, and nontechnical personnel, security personnel and labor necessary to operate and maintain the food court and allied works properly, safely and efficiently on a continuous 24-hour basis for the full term of the O&M period. While doing so due consideration shall be given to the labor laws in force. The qualifications and capability of contractor's personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the Engineer-In-Charge, a member of contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and Engineer-In-Charge informs the Contractor in writing, the contractor shall replace him with a person of appropriate skills and experience for the task, approved by the Engineer-In-Charge, within one month of being so informed.

The bidder shall propose in his tender a staff management structure for the operation and maintenance of the works. The minimum manpower requirement shall be as given in Table - 1 below.

Table - 1

S.NO.	POSITION	QUALIFICATION	EXPERIENCE IN YEARS	NO. OF POST
1	Facility Manager	MBA/BBA	3	1
2	Technician and Operator of MLCP		3	1
3	Gardener/Mali	-	3	1
4	Security staff	High School pass	-	2
5	Sweeper	-	-	2

Key staff: The Employer may require a suitable change in the structure on the basis of design and other relevant parameters it deems fit.

The Contractor shall provide all secretarial support, printing and publishing services, office furniture and office supplies as required. It shall also ensure that all labour welfare laws and regulations are followed, including weekly rests, rotation of duties

The CV resumes of the Contractor personnel shall be submitted to the Engineer-In-Charge for acceptance at least two months before anticipated commencement of the pre-commissioning of test, Normal time duty hours for the contractor's O & M personnel may be modified as necessary and agreed by the Engineer-In-Charge. A rotating shift schedule shall be established by the Contractor and approved by the Engineer-In-Charge who will ensure that an adequate number of the contractor's staff will be available for duty at Pond premises 24 hours each day, 7 days week, including national holidays.

In the event, that it is necessary for more than one of the contractor's O & M personnel be absent from the food court site, for whatever reason, the Contractor shall provide a qualified replacement at his own expense and ensure that specified project duty coverage is maintained. If substitute key



personnel are required for a period longer than 15 days, their CV must be approved in advance by the Engineer-In-Charge.

The O&M personnel shall be dedicated solely to the specified duties and responsibilities and shall not be diverted to perform Contractor's administrative duties, construction arrangement, office management, or other activities not related to O&M. Adequate supports staff shall be provided by the Contractor in order avoid any such diversion.

The bidder shall provide justification of the labour cost proposed by him for all personnel. The Contractor shall include in his cost medical and accident insurance expenses of all the staff employed by him along with all provisions of the labour welfare acts prescribed from time to time by the State and Central Government. Adequate insurance cover shall also be maintained during O&M period for all short-term employees, as well as casual, temporary employees and visitors.

Employer is not liable for any situation arising due to any accident/mishap of whatever nature occurring in the Plant premises.

1.3.3 Safety

The Contractor shall be responsible for safety of his staff during O&M of the Plant and shall procure, provide and maintain all safety equipment necessary for satisfactory O&M such as gasmasks, gloves, boots, mats etc.,

1. The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.
2. The Contractor shall emphasize site safety including adoption of
 - (a) Safe working procedures
 - (b) Cleanliness and care of the pond premises as a whole
 - (c) Accident and hazardous conditions prevention and reporting.

The Contractor shall impart safety training to all members at regular intervals, especially for new comers.

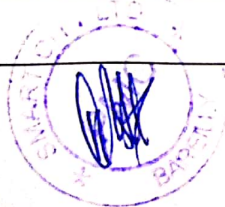
The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O&M personnel to work in conformity to regulations and procedures and by the visitors to the Pond areas.

The Contractor shall notify the Engineer in Charge representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party.

Such initial notification may be verbal and shall be followed comprehensive report within 24 hours of the accident.

1.3.4 Reporting

The Contractor shall prepare consolidated daily reports, weekly and monthly reports on food court



areas operation and maintenance and submit to the Engineer-In-Charge. The daily reports are to be submitted within the first working hour of the next day. The monthly reports shall be submitted on the first day of the next month and within two working hours with monthly record data to the Engineer-In-Charge.

Overall reporting formats shall be approved by Engineer-In-Charge and may have to be modified from time to time as required and approved by Engineer-In-Charge. Contractors may have to prepare and submit additional reports on particular matters and incidents as and when required by the Engineer-In-Charge for each significant occurrence.

1.4 MAINTENANCE

1.4.1 Maintenance of Installed Part of the Pond

The Contractor shall ensure the continuity of the food court and MLCP operations and in case of the breakdown or the deterioration in performance of anything under normal operating conditions of any items of the food court complex and component parts thereof shall be minimized.

The classes of maintenance provided shall comprise full Operational maintenance and standby maintenance.

Full operational maintenance comprises the planned and regular maintenance carried out by the Contractor on a day-to-day basis, including cleaning, lubricating, minor adjustment, together with the preventive and corrective maintenance plan for those items of the site which have been commissioned and made operational.

Standby maintenance comprises the planned and regular maintenance carried out by the Contractor including cleaning, lubricating, periodic, and minor adjustment of all items of site which have been installed but have not yet been made operational.

The Contractor shall carry out the maintenance of the food court and MLCP in accordance with the requirements of the O&M Manual and to the approved maintenance plan. The Contractor shall strictly adhere to the manufacturer's recommendations with respect to equipment maintenance, and only use types and grades of lubricants to be used. The frequency of lubrication, adjustments to be made regularly, and recommended spare parts by the equipment / machine/ instrument manufacturer /supplier shall be carried out and appropriate inventory shall be held in store.

1.4.2 Preventive Maintenance

The Contractor shall plan the day-to-day and the preventive maintenance. This planning must include for each equipment the estimated necessary hours in preventive maintenance and break down maintenance. It shall also include the qualification of the foreseen maintenance personnel.

The Contractor shall provide the yearly requirement of spare parts and consumable needed for the maintenance of each piece of equipment for the day-to-day maintenance, preventive maintenance, and foreseen break down maintenance/overhaul, if any.



1.5 TRAINING

1.5.1 General

a) The Contractor shall be responsible for instruction and training of all his personnel in all aspects of the food court complex and MLCP operation and maintenance till the end of the operation and maintenance period. The Contractor shall also be responsible for training personnel designated by the Employer who will operate the Plant at the expiry of the contract.

The Contractor will make available for this purpose competent staff and as well as propose schedule information that may be necessary for effective execution of the training programs.

The training shall be organized in two (2) stages as follows:

Basic technical training education is to be carried out during the final stages of the execution of work of the contract through literature, manuals, handouts demonstration at site, etc.

b) By the end of this training period these personnel should be able to carry out their respective duties efficiently under the supervision of the Engineer-In-Charges and supervisory staff of the Employer.

The Contractor shall provide at his cost all local transportation, literature, computers, CDs and other related hardware and stationery to be used by trainers and trainees during the training period.

a) Towards the end of the O&M contract period, training shall be conducted once again to Employer's personnel or their authorized personnel. This training shall be for a duration of 30 working days.

1.6 Operation and Maintenance records

The following is a typical sample form of records (not exhaustive and comprehensive) that are required to be maintained by the O&M Contractor. The details of complete records shall be prepared and submitted by the O&M Contractor to the Engineer-In-Charge for approval prior to completion.

1.7 Penalties Due to shortfall in performance of Operation & Maintenance Facilities

The contractor shall be subject to the following penalties for failure to carry out its operations as indicated below during "Performance Based O & M period 15 years.

S.No.	Basis of Penalty	Benchmark	Penalty Value for each Parameter specified in the bid document
1.	Inadequate Maintenance of	For each case detected	Rs.1,000/- per case detected



	the food court complex Facilities, Greenery and ambience		
2.	Not using PPP devices, Noncompliance to Occupational Safety, Health & Environment guidelines, Non-Compliance to State & Central Statutes	Up to 2 occurrences / Month	No penalty
		>2 & up to 5 Occurrences/Month	Rs.1,000/- per Occurrence
		>5 & up to 10 Occurrences/Month	Rs. 2,500/- per Occurrence



RFP PART-1: SECTION-VI

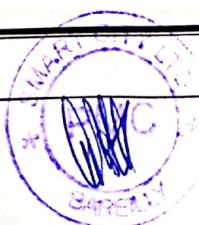
SPECIAL CONDITIONS OF THE RFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between BSCL & the contractor.
2. If the contractor could not achieve proportionate progress with respect to time, then BSCL shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**
3. The decision of BSCL regarding the reasons for delay, if any, in management 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 as per table above per day for delay of the work not exceeding 10% of the total project cost.
4. 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.
5. The actual date of completion of the original work covering all the sites and corresponding date of commencement period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.
6. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
 - a) No interest will be paid by BSCL on the EMD furnished by any bidder, on the Security Deposit of the contractor and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the



contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

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



**RFP PART- 1: SECTION-VII
ANNEXURE-I: FORMATS FOR PROPOSAL**

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

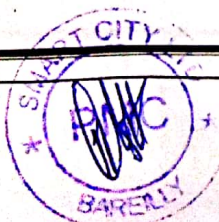


**ANNEXURE-II
DECLARATION CERTIFICATE**

1. I/We have visited the site(s) and have fully acquainted with the local situation regarding the materials, labor and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labors, materials, equipment etc. accordingly.
4. 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).
5. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation to me/us.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER



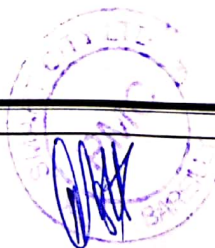
**ANNEXURE-III:
AFFIDAVIT**

(Applicable for All Bidders)

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

1. I, Shri/Smt./Ms....., Son/daughter/Wife of,
Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"
....." **(Strike out whichever is not applicable)**.
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work **"Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"** in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. My/Our present address for correspondence is.....andmy/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

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



ANNEXURE-IV: BANK GUARANTEE

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

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

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

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

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

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

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

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

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

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

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



III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim 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 _____

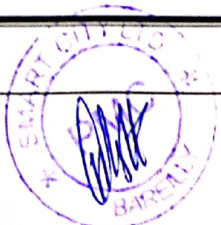
Place _____

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: "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to, and submit the following information/undertaking/declaration for consideration of the BSCL.

2. Price and Validity

- 2.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 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 transaction slip of Amount of Earnest Money deposited (EMD): **Rs. 3,00,000/-** 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.

4. Bid Pricing

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

5. Qualifying Data

We confirm having submitted 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 Request for Proposal for selection of Agency for Operation & Maintenance services of Sanjay Community Pond Complex in Bareilly for 15 years 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 "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"

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 Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis
(On the letterhead of the Bidder)**

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

Sub: Financial Bid for Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis

Dear Sir,

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

Name of the Work: "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"

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

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

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site.

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



condition.

Dated:

Bidder's Name.....

Address

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

FORMAT OF THE QUOTATION

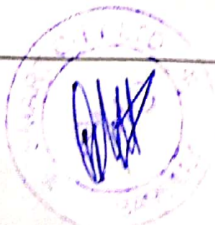
The Financial quote shall be submitted as per the format given:

S. No.	Description of Item	Quantity	Unit	Annual License Fee Amount
1	Annual License Fee Payable For Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis	1	Job	
2	1st year (to be filled by the bidder)			
3	rates for 2nd year @10% escalation on 1st year			₹ -
4	rates for 3rd year @10% escalation on 2nd year			₹ -
5	rates for 4th year @10% escalation on 3rd year			₹ -
6	rates for 5th year @15% escalation on 4th year			₹ -
7	rates for 6th year @15% escalation on 5th year			₹ -
8	rates for 7th year @15% escalation on 6th year			₹ -
9	rates for 8th year @15% escalation on 7th year			₹ -
10	rates for 9th year @20% escalation on 8th year			₹ -
11	rates for 10th year @20% escalation on 9th year			₹ -
12	rates for 11th year @20% escalation on 10th year			₹ -
13	rates for 12th year @20% escalation on 11th year			₹ -
14	rates for 13th year @20% escalation on 12th year			₹ -
15	rates for 14th year @20% escalation on 13th year			₹ -
16	rates for 15th year @20% escalation on 14th year			₹ -
Total				₹ -
GST @ 18%				₹ -
Grand Total				₹ -

Quoted Amount = Rs.....

Total sum of (In Figures) ₹.....(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,
XXXXX ,

Ph:

Subject: - Letter of Intent (LOI) for "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"

Tender ID: 2023_....._....._..

Dear Sir,

We refer to the tender published on XX/XX/2020 on e-tender website and technical bid opened on XX/XX/2020 in response to the invitation for Bids for "Request for Proposal for selection of Agency for Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis"

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

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

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

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. RsX/-. The amount of Rs.X/- has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of Rs.X/-, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of CEO, Bareilly Smart City Ltd, Bareilly or Amount can be deposited through online payment in the name of Bareilly Smart City Limited, A/C No. : 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549

The bidder shall execute an agreement/contract for the fulfillment 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 B5CL shall have full rights to recover the balance stamp duty from the Bid Security deposit.

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

Chief Executive Officers
Bareilly Smart City Limited, Bareilly

Agreed and Accepted

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

Name:

Designation:

Address:

Place:

Date:

Company Seal



DRAFT CONTRACT AGREEMENT

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

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

THIS AGREEMENT is made on day of, 2024 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 assign, and its affiliates) 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 and its affiliates) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for "Operation & Maintenance & comprehensive management services of Multi Level Car Parking (33 Car spaces) and Food Court Complex at DD-Puram in Bareilly for 15 (Fifteen) years on Yearly License Fee Basis" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect there of issued by the Owner in response to Invitation for Bid (IFB) dated

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

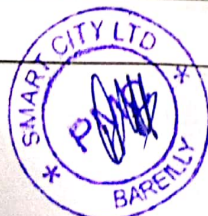
AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Letter of Intent No.dated (Hereinafter referred to as the "Letter of Intent"), on the terms and conditions brought out in the said Letter of Intent and the Documents referred to therein, resulting into a Contract.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

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



therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

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

Article - 3.0 - Contract Documents

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

- (i) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement).
- (ii) Accepted Letter of Intent till the execution of Contract Agreement between the Owner and the Contractor. (Annexure 1)
- (iii) Bid submitted by the Successful Bidder (Annexure 2)
- (iv) RFP issued to the Bidder (comprising Instruction to Bidders, General Conditions of Contract, Special Conditions of Contract and Technical Specification) and Corrigendum (Annexure 3)
- (v) Negotiation letter/ offer by the bidder, if any, to be part and parcel of contract.

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 and comply with the relevant safety regulations.

The scope of work also includes, but not limited to, any additional work required due to: a) unforeseen utility relocation, b) minor changes in designs approved by the BSCL c) repair of unforeseen structural defects, d) Cleaning and sanitation of areas not explicitly mentioned in the RFP documents.



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 (Operate) it within for a period of 15 (Fifteen) years from the date of Signing of Contract and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

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

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

Rs...../-in the account of Bareilly Smart City Limited, A/C No. : 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549 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

Witness:

- 1.
- 2.

For M/S

(CONTRACTOR)

