

Bareilly Smart City Limited Bareilly

बरेली स्मार्ट सिटी लिमिटेड, बरेली

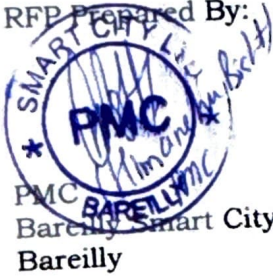
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REGD OFFICE:- NAGAR NIGAM COMPUND, NAGAR NIGAM, BAREILLY




Under Smart City Project RFP of "Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited on yearly license basis" has been submitted for perusal & checking on 21-06-2024. In this regard a committee meeting with BSCL Officials held on 21-06-2024 for Technical, Legal & Administrative review and approval. After review and discussions, RFP for "Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited on yearly license basis" is approved and recommended to be placed before the Board Meeting.

RFP Prepared By:





PMC
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

REQUEST FOR PROPOSAL

Name of the Work: "Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited on yearly license basis"



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

[Email: ceo.bscl01@gmail.com](mailto: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 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/operator/developer/Manufacturer/Supplier or any of its affiliates) 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSCL and its employees, advisers, 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/2024-25/

Dt.

NATIONAL COMPETITIVE BIDDING THROUGH E- PROCUREMENT

Chief Executive Officer (CEO), Bareilly Smart City Ltd.(BSCL), Bareilly invites Bids for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in three Bid systems (Part- I: Pre-qualification Criteria, Part-II: Technical Bid & Part-III: Financial Bid/Price Bid/BOQ) from intending bidders (prospective 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 Chauraha, 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%	Period
1.	Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited	Rs. 3,00,000	Rs. 11,800	15 years (Fifteen Years)

Time schedule for Bidding:

S. No	Description	Critical Dates
	Upload/Publish/issuance of RFP	05-07-2024
	Bid start Date/ and of RFP	05-07-2024 11:00 AM
	Last date of receipt of pre-bid queries	12-07-2024 12:00 PM
	Pre-Bid Meeting	12-07-2024 12:00 PM
	Bid Closing Date and Time of RFP	25-07-2024 03:00 PM
	Technical Bid Opening Date and Time	25-07-2024 04:00 PM
	Announcement of qualified bidders in General and Technical Bid round.	To be notified
	Financial Bid/Price bid/ BOQ Opening Date and Time	To be notified
	Announcement of qualified bidders in General and Technical Bid round.	To be notified
	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 <http://bareillysmartcity.in> (for view and download only).
3. Any subsequent corrigendum, if required, shall appear on above-mentioned websites.
4. BSCL reserves the right to reject any or all the tenders without assigning any reasons.
5. The contractor who wishes to participate in bid must registered 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: bareillysmartcityltd@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.

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Project Profile

A skywalk is an elevated, enclosed bridge between two or more locations in an urban area. Building a pleasant walkway in the air along the skyline gives pedestrians a view of the building's elevation. Skywalks have the best features of a cantilever and allow you to view both sides.

The Passage for the sky walk is located inside the ABD based on Patel Junction. The total length of the sky walk is 389 meters approximately on Patel Chowk round-about. The skywalk has 4 access nodes of Entry and Exit and Each node has staircase and lifts and escalators at one access point. On the junctions, the skywalk is making a peripheral round to make easy access for the pedestrian to enter and exit on any road of the junction without coming on the way of the traffic. To make the skywalk sustainable it also has revenue generation medium through advertisement on backlit boards on the bridge (1.2 x 2.1 M), backlit boards on the poles (2.5x1m) and LED screens. Also, provision of 80 Kiosks on the nodes and in the middle of the span for encouraging the economic facility and increases the revenue of the project.



Figure 1 3D View of Skywalk

1. RFP SUMMARY

Sr. No.	Key Information	Details
1.	RFP for	Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited
2.	Minimum Value of Licensee Fee	<p>The Price proposal submitted by the bidders shall be over and above to the Minimum Value of License Fee of Rs. 1,00,000. The annual fee shall be escalated @7% each year. License fee will be re-viewed on every 5 years.</p> <p>The bidder has to pay License fee quoted in the price bid or the price quoted higher than above.</p> <p>In addition to License Fee, Bidder also has to pay GST extra as applicable.</p>
3.	License Period	The License Period shall be for a term of 15 years from date of signing of the Agreement. The license shall be extendable for subsequent 15 year thereafter upon mutual agreement between the Parties.
4.	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.
5.	Bid Validity	180 Days from the date of opening of bid.
6.	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.

Sr. No.	Key Information	Details
7.	Performance Security	Performance Security will be 10% of the value of the total License fees quoted for the five years in the form of FDR/Bank Guarantee in favor of Chief Executive Officer, Bareilly Smart City Limited, to be paid on or before signing of the Agreement. Format of the bank guarantee for Performance Security is given in Annexure. Performance Security shall be valid up to the end of License Period and 60 days thereafter.
8.	License fees	The Licensee is required to deposit the License fee + GST In advance on quarterly basis to BSCL before the 7 th day of each quarter. Any delay in payment of Fee shall carry an interest @12% per annum and upon failing, Authority shall forfeit the performance security.
9.	Award Criteria	QCBS
10.	Tender Fee/ Cost of the document	Rs 11,800/- (Rs. Eleven Thousand Eight Hundred only) on non-refundable basis.
11.	Signing of Agreement	Agreement shall be signed between Authority and Licensee incorporating the terms of the RFP as directed by Authority.
12.	Timing of Services	The hours of operation shall be from 7.00 AM to 11.00 PM for lifts/escalators and Kiosks. 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.
13.	Chargeable rates & duration	The bidder can charge the rates for each event accordingly.
14.	Revenue to Licensee	Licensee is authorized to collect the Fees/fares from the users and other branding activities
15.	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.
16.	Utility/ Electricity Bill Charges	The Licensee shall be responsible to pay all utility and electricity bills.
17.	Structural Damage	Any Damage to the Structure of Skywalk by any means will be the responsibility of the Licensee and cost of repairing of the same shall be bear by the Licensee.
18.	Taxes	The Licensee shall be liable to pay all taxes and statutory dues including GST.

19.	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. 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.
20.	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
21.	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-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 operator, selected agency, operator, Operator, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as “operator”.
4. The words, contract, License, Contract, Agreement, contract agreement, license 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 operator 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 Financial Year i.e., FY (2020-21, 2021-22, 2022-23 & 2023-2024.)

“Similar Work” shall mean exclusively managing contract for operation and maintenance of FOB/Skywalk/Subway, open commercial plaza and managing outdoor advertising spaces in bus shelters, metro rails, flyovers, billboards, FOBs, street furniture’s etc. in the last 7 years.

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:

The submission of the bid shall be done online in three following segments:

- Pre-Qualification Criteria
- Technical Eligibility
- Financial Bid.

a. Prequalification Criteria

S.NO	Pre- Qualification criteria	Supporting document
1	Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.	Identity Card (UIDAI No./Pan Card/ voter ID), Certificate of incorporation, Proprietorship Proof, Partnership Deed, LLP Certificate.
2	The bidder should have an average annual turnover of more than Rs. 50.00 Lakh or equivalent during the last 3 financial years duly certified by CA.	Copy of audited financial Statements For last 3 financial years. Avg. Annual Turnover duly certified by CA. ITR and Balance Sheet of any 3 consecutive FY (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)
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	Tender fee	Scanned Copy of transaction slip / receipt of RTGS / NEFT to be submitted online

7	Tender EMD	<ul style="list-style-type: none"> • Scanned Copy of transaction slip/receipt of RTGS/NEFT/FDR/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 BSCL designated officer/consultant/advisor shall open the Bids online on the Bid Opening date and time as specified in the Bid Data Sheet.
- b) The BSCL 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 the Financial Bid shall be communicated to all the bidders who have qualified for the Technical Bid round.

S.NO.	Parameter	Max. Marks	Required Document
1	Overall relevant experience for operating and maintenance of FOB/Skywalk/Subway, open commercial plaza in the last 7 years. (10 Marks for Single work & 2 marks for each additional work certificate. Max. 20 Marks)	20	Proof of experience/ performance in the form of client citations/work completion to be submitted. Ongoing projects can be considered.
2	Annual Average Turnover of value more than 50 Lakhs during last any three financial years i.e. (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). 5 Marks for more than equals to 50 Lakh 7 Marks for more than equals to 70 Lakh 10 Marks for more than equals to 90 Lakh Max. 10 Marks	10	Copy of audited financial Statements For last 3 financial years. (ITR and Balance Sheet of (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)
3	Representation of Proposed Approach and Methodology considering the features mentioned in the RFP for operation and maintenance of Skywalk at Patel Chowk. Presentation on Proposed Approach and Methodology for operation and maintenance. – 25 Marks Presentation on contribution in Social Welfare, popularization, longevity of project, proposal for attracting footfall, Details of Staff and resources proposed/required/necessary for the project – 15 Marks Max. 40 Marks	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 not conforming to the above-mentioned requirements shall be rejected.

- The offer is for entire work and not for part of the work.
- The price quoted is all inclusive and not open-ended.

Technical bid evaluation will be completed prior to 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. The Bids shall be evaluated by an Evaluation Committee formed by BSCL

Financial Bid

Financial bids of only the short-listed Bidders who achieve technical qualifications shall be opened. A specified date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids along with their technical scores will be read out.

The Price proposal submitted by the bidders shall be over and above to the Minimum Value of License Fee of Rs. 1,00,000. The annual fee shall be escalated @7% each year. License fee will be reviewed on every 5 years.

The rates mentioned in the financial bid are to be mentioned in words as well as in figures. In case of any deviation, the rate quoted in words will be accepted.

Technical Bid Evaluation:

Only those Bidders who have fulfilled the pre-qualification criteria will be evaluated further. The cut-off marks for short-listing based on the technical evaluation is 50% of total marks. Based on the bid evaluation, only technically qualified Bidders having high scores equal to or more than cut-off marks shall be short-listed for evaluating their financials bids. Consequent to the evaluation, if less than two Bidders qualifies the technical evaluation, the BSCL authority at its sole discretion may consider to relax the norms for technical evaluation.

Bid marks (St) shall be assigned to each bid on the basis of marks obtained in the Technical Score.

S_t = Technical Bid Score

Note:

- a. The documents required as proof for technical bid assessment marking must be submitted in the form of client citations or work orders or letter of declaration signed by the client or Contracting Agency.
- b. The Bidder is required to provide a presentation (approx. duration of 15 Minutes) with respect to above technical evaluation criteria after the opening of Technical Bid.
- c. The tender evaluation committee reserves right to visit the bidder's prior/ present customers where such similar project execution has taken place.

Financial Bid Evaluation

The highest evaluated financial quote (**F_m**) shall be given the maximum financial score of 30 (Thirty) points. The financial scores (**S_f**) for other Financial Proposals shall be calculated as per the formula:

S_f = 30 x F/F_m, where **S_f** is the financial score, **F_m** is the highest financial quote (Highest Annual Fee Offered) and **F** is the financial quote of the particular bidder (Annual Fee Offered) under consideration.

Evaluation and Comparison of bids

Technical Evaluation Committee (TEC) shall be formed and appointed by BSCL. The Committee will evaluate both technical & financial bids. The 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 shall be 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 (S_t) and financial score (S_f) using the formula S (Final Score) = $S_t + S_f$.

Contract will be awarded to the Bidder scoring 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 for the technical Bid round. The contract will be awarded to the Bidder scoring highest Final Score (S).

RFP PART- 1: SECTION-III
INSTRUCTIONS TO BIDDERS

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only).
2. As stated above, it is a two bid (Part1: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each 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 operator'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 Document) Earnest Money shall be paid through RTGS/ NEFT/FDR/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. The 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 XX-XX-2024** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on **Dt XX-XX-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 operator. 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 operator shall be entertained/ accepted by BSCL.

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

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

- 1. GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/her/there incomplete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according to the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if deem 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 operator 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 should be acceptable to the BSCL.
- 6. Change(s) in Name and Constitution of the Operator:** Any change(s) in the name/constitution of the operator, shall be forthwith notified by the operator 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 operator 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 operator 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 Operation services of for Operation and Maintenance of Skywalk and installation of kiosks in Bareilly for 15 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. Earnest Money Deposit/Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of the amount mentioned in the RFP Summary in the form of Demand Draft or Bank Guarantee from an Authorized Bank.

- (1) The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security.
- (2) Bids not accompanied with requisite Bid security shall be summarily rejected.
- (3) The bid security shall be returned to the bidder –
 - (a) Whose bid has not been accepted by the Authority.
- (4) Bid security is a non-interest-bearing deposit.
- (5) Bid Security shall be valid for a period up to 180 days from the date of opening of the bid.

Bid Security shall stand forfeited in the following situations:

- (1) In case of unclear offer and/or conditional offer, such bid is not acceptable by the Authority and so the Bid Security shall be forfeited.
- (2) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- (3) In case of submission of a grossly wrong or fraudulent bid.
- (4) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- (5) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.
- (6) If the Agreement is not executed within the time period specified in the LoA or as specified by the Authority, even though Performance Security has been paid. (In this case, both Bid Security and Performance Security will be forfeited and LoA will be cancelled).

(7) If the Licensee wants to withdraw before signing of Agreement.

9. In the event, bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

10. One Time Upfront Premium: Not Applicable

11. Performance Security

The Successful bidder shall furnish 10% of Performance Security deposit of 5 years License Fee 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 Earnest Money Deposit, deposited along with the bid submission.

Performance Security deposited shall be valid till end of license period plus sixty days and shall be retained by the BSCL till the completion of the license period.

The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.

Provided that if the License is terminated due to any Event of Default other than Licensee's Event of Default, the Performance Security shall, subject to BSCL's right to receive amounts, if any, due from Licensee under this License, be duly discharged and released to Licensee.

12. Submission of License Fee and Mode of Payment

The successful bidder shall pay quarterly advance payment to BSCL in advance. The rental fee shall be paid before the 7th of each quarterly month from the date of agreement 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 Chauraha, Bareilly, IFSC Code: UBIN0530549 in the account to be mentioned by BSCL during the signing of Agreement. A 7% rental fee escalation shall be taken from the completion of each year. Any delay in payment of license fee, an interest fee @ 12% per annum on license fee shall be applicable.

13. Independent Licensee

The selected bidder shall act as an independent operator/ Licensee of Authority and shall not be deemed an agent, legal representative, joint venture, partner, employee of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person/ entity.

14. Ownership and Protection of Property

The Authority shall retain the title and ownership of any Location/ site allotted by Authority to

Licensee for purposes of carrying out Licensee's obligations in relation to the License. Such title and ownership of Authority of any such Location shall not pass to Licensee. For the purpose of this RFP, the operator/Licensee shall have rights to the use of the site as sole Licensee and protect the Facility created by Licensee subject to and in accordance with this RFP. The Licensee's shall allot the Kiosks to the local vendors and name and details of the local vendors will be submitted by the Licensee to the BSCL. The Licensee will remain the sole responsible for the maintenance and care taker of Kiosks.

15. Custody of Materials

The operator shall be responsible for safe custody of his/her/their materials at the work sites and BSCL shall not be responsible in any event 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 operator 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 operator with a view to continuing and complete the works. The portion or whole of the work executed by the operator in connection with this contract shall remain in safe custody, watch & ward of the operator till the same are handed over by the operator 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 operator. No claim in this regard by the operator shall be acceptable to BSCL.

16. Statutory Approvals and clearances

The Operator shall be liable solely 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 by the operator. The operator shall follow all the laws of the Advertising Laws of Centre/State Govt., Nagar Nigam, Bareilly. The Official fee if applicable for undertaking any clearances shall be borne by the operator.

17. Fair Wages Clause

The operator 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 operator to any Labor for the work done by such Labor is less than the wages described above.

18. Operator 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 operator to remove dismiss any Labor/representative(s) of person of the operators found to be incompetent or ill-mannered/behaved or of doubtful background/integrity, etc., and

the operator shall comply with such requirements.

19. Provisions for Workman Compensation

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

20. Operator to Indemnify BSCL

The operator/Licensee 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 operator shall be responsible. BSCL will not assume any responsibility for this account.

21. Management Staff

The operator shall engage in this work with qualified staff to the satisfaction of BSCL.

22. Unilateral Stoppage of Work Progress

A unilateral stoppage of work by the Operator, 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 operator.

23. 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 operator 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 operator 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 operator 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 operator fails to follow and comply with the relevant provisions of this RFP and/or agreement.
- IV. If the operator 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 Operator 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), Performance Security submitted by the selected bidder will be forfeit by the BSCL 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.

24. Blacklisting

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

In case an operator is blacklisted, the information shall be widely published and intimated to all Departments of Government of India and also to Government of India Agencies working in the State.

25. Force Majeure

Neither the operator 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.

26. 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.

- 27. Under no circumstances, shall the tendered spaces or facilities constructed or installed at the licensed space/tendered space be mortgaged, charged, direct or adverse possession 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.

RFP PART-1: SECTION-V

SCOPE OF WORK

1 Scope of Project:

The scope of the Project is to operate and maintain skywalk (hereinafter referred to as “FOB”) by the bidder attaining by following the Applicable Laws, Applicable Permits and in accordance with the terms and conditions of this Development Agreement.

The operator is strictly bound to all the terms & conditions and abides by the scope of work as mentioned below.

1.1 Civil Works (at selected bidders own risk and cost after approval from BSCL)

a. Fabrication, Providing of Vending Kiosk (80 Nos.) having the size 2.1 (L) x 1.2 (B) x 2.5 (H) and having the following specification:

Wall & Ceiling Panel: Fabrication and supply of walls and ceiling panel 80 mm thick honey comb panels made with 0.8 mm thick GPSP (Galvanized Plain Skin Pass) Sheet duly fitted with 78 mm thick honeycomb structure fixed with Adhesive of Henkel or equivalent. Each panel has to cold pressed after pasting honey comb cardboard grid and panels should be sealed by in built hook process for better strength. Powder coating has to be done on selected color with thickness 60 to 80 micron. All panels' joints gaps should be sealed with weather cure silicon.

Self & False Ceiling: Fabrication and supply of wall Self, false ceiling and counter made of 0.8 mm GPSP (Galvanized Plain Skin Pass) Sheet. Powder coating has to be done on selected color with thickness 60 to 80 micron.

SS-304: Fabrication and supply of SS-304 grade material for internal structure, laser cut fins and planters.

10mm Toughened Glass: Fabrication and supply of 10 mm toughened glass fixed on Laser cut fin with spiders and routl bolts.

Backlit Signage: Fabrication and supply of backlit signage with 22 watts LED light complete with all wiring at left side, right side, top of the shutter along with provision of back side.

Electrical work: Electrical work includes all wiring, wall hanging Fan and internal lighting.

Laser Cut Artwork Backlit Panel: Fabrication and supply of SS-304 backlit panel made up of SS Laser cut artwork Sheet at front with milky white acrylic sheet at back side with led lights.

Rolling Shutter: Fabrication and supply of Rolling shutter (1.2x2.1) profile Flat Galvalume 20G with 2.5 mm Bottom Plate with GI Guide Rail 3mm thick. Mechanical system will be there for rolling of shutter.

Installation and assembling of Kiosk Structure over existing civil work at various places by mechanically or manually as per feasibility of site.

Civil work (Inside kiosk): Providing and laying the civil platform having approx. size 1.4 x 2.3 m having the 12 mm thick vitrified tiles floor in side of the kiosk over the top PCC (1:4:8) including required as per complete satisfactory by site in charge.

- b. Providing and fixing 1.6mm MS Plate Laser cutting design Railing with powder coated paint on the sides & rotary of skywalk completed in all respect as per instruction of BSCL.
- c. Providing and fixing in position collapsible steel shutter on the entry of skywalk with vertical channel 20 x 1.0 m with top and bottom rails T iron 40x40x6mm with 38 mm dia. Steel pulleys with bolts, nuts locking arrangement stoppers handles complete including applying a priming coat of approved red lead paint.
- d. Acrylic Backlit Advertisement Boards on outer side of the Deck Slab for advertisement purpose.

1.2 Operations

- The operator should maintain the FOB in proper condition throughout the project period and handover the FOB to BSCL at the end of the project period in good condition with working condition elevators/lifts, backlit advertisement boards and any digital equipment installed over the contract period. **The elevators/lifts should be functioning atleast 95% during the working hours.**
- Foot over bridge with elevators and staircase on both sides and surrounding areas are to be kept clean at all times. The litter bins should not be overflowing at any time and disposal of garbage is arranged as often as required.
- CCTVs shall be provided on both sides of the FOB to monitor the behaviour of the FOB users with one week's storage facility to ensure safety and security of the users.
- The cleaning of FOB shall be carried out at morning and evening, i.e., twice a day.
- Additionally, there shall be a planned maintenance schedule developed in consultation with the BSCL. There should be an inspection card which will record the maintenance/cleaning activity undertaken. A Dedicated Operation Team should be put in place to ensure active monitoring of security and maintenance services of FOBs on a daily basis.
- The BSCL shall have the right to inspect the skywalk as and when required or felt necessary.
- The Selected Agency shall not damage, destruct or demolish any structure, area or asset, which is owned by Authority, inside or outside skywalk area without prior instructions and / or approval of Authority.
- Operator shall submit proper plan of Advt. scheme/plan to BSCL and seek BSCL approval before installing the Advertisement.
- The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Foot over bridge with lift and staircase on both sides.
- Parking and gardening will be in the scope of the selected bidder. The selected bidder should ensure there should be any parking encroachment near the skywalk.
- Earn revenue from the advertisements on the display boards. The operator must comply with Technical Parameters of Supreme Court decision or any other prevailing applicable policy.
- Any change if required in the colour theme of the skywalk, selected bidder should take prior approval from the BSCL.
- No leakage from roof to be permitted and if any damage happened during the course of agreement the selected bidder need to rectify the damage within 48 hours.
- Aesthetic of the Skywalk should be maintenance by the selected bidder.
-
- Proper drainage should be maintained and no accumulation of water, liquid etc. is allowed at any time.
- The lighting arrangement at the Foot over bridge with elevators and staircase on both sides should be functional at all times. Electrical safety is to be ensured for users as well as operator staff as per IRC guidelines for Subways and Pedestrian bridges.
- The licensee shall undertake all measures to ensure the FOB remains free of animals like dogs, cats and other animals which can create unwanted litter on FOB and inconvenience to the citizens using the FOB.

- The Selected Bidder has to confine his activities only within the specified area handed over to them.
- The licensee shall undertake all measures to ensure the FOB remains free of beggars at all times. Also, all measure should be taken to ensure FOB doesn't become a shelter (both during day and night) to beggars and pedestrians.
- All structural members, arrangements and advertisement panels are to be periodically inspected and maintained in good condition as per the maintenance manual.
- The Operator will carry out a due diligence prior to appointment of the staff and maintain documents such as police verification, past employment record etc. They will adhere to all requirements relating to employees and labour, as per the laws applicable in India.
- The staff provided at the Foot over bridge with elevators and staircase on both sides should be literate and courteous towards the users and assist handicapped and old age users. All labour laws shall be followed like PF, ESI, Minimum wages Act, etc. Uniform should be provided for all the employees working at Foot over bridge with lift and staircase on both sides.
- Security of all assets to be ensured by the staff posted at all Foot over bridge with elevators and staircase on both sides.
- Security personnel shall be deployed at all times on each side of the foot over bridge.
- Persons deployed by the operator are found unsatisfied by Authority after necessary communication to Selected Agency, they have to replace the person immediately.
- The advertisements on panels to be changed during off peak period - preferably during night hours.
- The selected bidder cannot sub-contract or grant sub-concession or assign any of its rights, duties and obligations under the license Agreement to any third party.
- The Licensee may deploy security staff at their own cost for the safety of licensed space.
- The Licensee shall undertake routine maintenance including prompt repairs of potholes, cracks concrete joints, electric fitting, lighting, and signage.
- The Licensee shall Ensuring that the FOB remain free from all encroachments and take all steps necessary to remove encroachments, if any on the FOB blocks
- The Licensee shall make good immediately at its own cost any loss, due to theft/vandalism, to an asset created in the FOB and shall continue to keep the FOB operational and available for public use during the entire term of the Licence.
- The cost of improvements / repairs/ installations / modifications etc. for the Project shall be borne by the operator. No reimbursement shall be done by the Authority during or after expiry of Contract Period for the investments made by the operator during the Contract Period
- The selected bidder is responsible to lease out the 80 Kiosks on his own.
- The selected bidder will provide the copy of agreement made with the third party for the Kiosk but shall not assign any of its rights, duties and obligations under the license agreement to any third party.
- The Selected Bidder shall be responsible for installation, operation, maintenance, and management of the kiosk during the license period.
- All cost associated with installation, operation, maintenance and managing of the Kiosk will be on the part of the Selected Bidder and the Authority shall have no financial obligation towards the same.

- The Licensee shall ensure safety and security of shops as per good industry practice.
- The Licensee shall be responsible for cleaning of kiosks and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
- The licensee has to take all required licenses and approval from concern authorities/ government agencies with respect to operation of kiosks.
- The selected bidder shall not allow any alteration in size and specification of kiosks at the site except minor fittings & fixtures with prior approval of the Authority.
- In case the Selected Bidder is using the Kiosk for Food related business than in that case it can only use electrical gadgets like Microwave, Steamer, fryer etc. No cooking on fire of any sort will be allowed in the Kiosks.
- A separate private meter for the consumption of electricity for the facility will have to be installed by the Licensee at their own cost before commencement of their business.
- The usual terms of opening and closing the Kiosk will be decided with consultation of the BSCL.
- Successful bidder ensures that no use of polythene baggage/bags/single use plastic at the tendered area/licensed area/outlets.
- The successful bidder shall not store or kept material outside the kiosks or in common area meant for movement of persons. The Licensee shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc.

Note: In addition to 80 Nos. Kiosks, if the selected bidder likely to install more kiosks. Then, prior approval has to be taken from BSCL inclusive of revenue sharing proposal for additional kiosk.

Services

- **Water Supply:** The Licensee shall ensure adequate water for general cleanliness of the Foot over bridge with elevator and staircase on both sides. The Licensee shall have to pay the consumption charges on applicable rates for commercial establishments. However, it is clarified that wherever release of regular water supply is not possible, the Licensee shall make its own arrangement for water at its own cost.
- **Electricity Supply:** The Licensee shall provide electricity connection at the FOB. The Licensee shall have to pay the consumption charges on applicable rates for commercial establishments. The Licensee shall ensure adequate electricity supply for proper lighting inside the Foot over bridge with elevator and staircase on sides, elevator and advertisements. The licensee must ensure the electricity supply and its usage on the FOB is made 24/7 and in no circumstances should the foot over bridge be out of lights. Cleaning of the Foot over bridge with elevator and staircase on both sides: The Licensee shall ensure minimum daily cleaning.
- **Garbage Disposal:** The Licensee shall install litterbins as specified near the Foot over bridge with elevator and staircase on both sides and disposal of the collected waste shall be the responsibility of the Licensee.
- **Safety & Security:** The safety and security of the Foot over bridge with elevator and staircase on both sides rests with the Licensee. The Licensee shall maintain security personnel, gadgets and required as part of the maintenance services.

- Fire and safety: The Licensee shall take all the necessary steps and install required fire-fighting equipment and maintain them also during project period.

Display/Enforcement/Removal of Advertisement

- The Licensee shall bear all costs incurred for display of advertisement on Foot over bridge with elevator and shall carry out the work of fixing and removing the same in a careful manner without doing any damage to the Foot over bridge with elevator and staircase on both sides and the adjoining property. If any damage is caused to the adjacent properties either public or private, it shall be made good by the Licensee at its own cost to the entire satisfaction of BSCL. The Licensee shall maintain the advertisement along with the framework, if any, in good condition and likewise ensure that the display of advertisement thereon is in a proper and perfect condition.
- While the advertisements are being fixed or removed or re-fixed by the Licensee, it shall take all necessary safety precautions and if any damage is caused to or is suffered by a person or property of the Authority or by any third party due to any cause whatsoever, the Licensee shall be solely responsible for compensation or damage to the Authority's property or the third party as the case may be and the Licensee shall indemnify and keep the Authority indemnified in respect of any claim made there under.
- The advertisements shall be displayed only at the designated place on the FOB as per the design provided by Authority. It is clarified that the advertisement spaces as existing are allowed to be altered within approval of BSCL, provided that the alteration is in perfect harmony with the design of the remaining fascia of the FOB. However, neither any additional time nor any rebate in licence fee shall be allowed in order to effect such a change in policy.
- BSCL reserves the right to remove the advertisements if the FOB is not maintained by the Licensee at least as per the Minimum Maintenance Standards of this agreement and other terms of this agreement including but not limited to a default in payment of the licence fee.
- The Licensee shall not display or exhibit any picture, poster, statue or other articles in any part of the premises that are repugnant to the general standards of morality. The Licensee expressly agrees that the decision of BSCL in this regard shall be final and binding.
- Advertisements creating public nuisance, nudity, or other such pictures, posters or any other means of advertisements which may hinder the sight of public should not be allowed on the Foot over bridge with elevators and staircase on both sides.
- Slogans, sayings which contain offensive remarks on any caste, creed, community and persons of any origin should not be displayed on the Foot over bridge with elevator and staircase on both sides.
- Advertisements from banned organizations should not be exhibited.
- BSCL or any other officers authorized by him/her shall have the right to have the offending advertisement removed or shifted without assigning any reasons for which no rebate/compensation shall be claimed. The removal and re-fixing will be done by the Licensee at their own cost.
- The advertisements of the Licensee are liable to be removed without any prior notice to the advertiser for the purpose of carrying out repair/maintenance of FOB by BSCL and any other agency or on account of any other emergent purposes whatsoever. No

compensation on this account will be payable to the Licensee if such disturbance is less than or equal to seven days.

- The Advertisement Panel displayed on the FOB shall be maintained in good condition and properly secured. The advertisement shall at all times be erected, fixed and retained in all respect to the satisfaction of BSCL or its authorized officer.
- In case the advertisement space remains unutilized, the Licensee shall display BSCL publicity material on such unutilized space without of any charge to BSCL. However, in this case, no rebate whatsoever shall be admissible to the Licensee for any period on such unutilized free space for any period wherein the Licensee is unable to find an advertiser or for any other reason.
- The Licensee shall not display or exhibit any picture/poster/statue/ advertisement or other articles in any part of the premises that are repugnant /obscene/ alcoholic/ tobacco and otherwise objectionable to the general standards of morality or in contravention of prevailing laws. The Licensee expressly agrees that the decision of the BSCL in this regard shall be conclusive and binding on the Licensee.
- In case the guidelines relating to the admissible area for advertisement are altered, the License fee shall be altered in proportion to the change in advertisement panel area.

Lifts Maintenance Requirements

Operation and Upkeep of Lifts.

- Preventive maintenance & corrective maintenance of the lifts shall be done and carried out by the Contractor during defect liability period (DLP) for a period of 2 years from the date of taking over, including operations from 7.00AM to 10.00 PM including Sunday & holidays.
- Comprehensive maintenance services of the lifts provided under the contract for a period of 5 years are covered under the scope of work and hence shall be deemed to have been included in the quoted amount. Maintenance service shall cover regular examination of the installations by the trained technician of the contractor including necessary adjustments, greasing, oiling, cleaning, replacement of all necessary defective parts, provision all consumables, light lamps, diodes etc. to keep the equipment in excellent operational state.
- The Licensee shall ensure that Lift attendant shall look after operations of lifts without any interruption.
- The thorough cleaning and upkeep of the lift on regular intervals in a day.
- Cleaning of glass, sensors bottom channels for any trouble & lights, fans inside the lift car and Availability of Power back up 24x7 and follow up for the AMC of UPS with appropriate agency (coordination with AMC/supplier for trouble free operation)
- The reliability, availability and maintainability of equipment/ components shall be judged on the basis of Call out Ratio (COR) i.e. engineer visits to the site for unscheduled maintenance of a lift. During the CMS period also, the contractor should ensure that the COR does not exceed 2.5 per lift per year.

Penalty shall be calculated as under:

Nature of defects:		Deduction will be made as under:
(i)	If Lift is kept out of service for more than 3 hrs and up to 6 hrs.	Penalty of INR 10,000 per hour shall be imposed for each such case
(ii)	If Lift is kept out of service for more than 6 hrs	Penalty of INR 60,000 per day shall be imposed for each such case
(iii)	If the visit of engineer for non-scheduled maintenance exceeds 2.5 per lift per year	Penalty of INR 20,000 (Rs. Twenty Thousand Only) shall be imposed for each such visit. The penalty shall be

		applicable during DLP and AMC period also (if separate contract will be awarded for AMC after completion of 2 years DLP)
--	--	--

- Every item of machinery, likely to produce sound owing to vibration or any other causes, must be isolated from structure so as to eliminate any possibility of sound travelling to other parts of the buildings. The set of isolation material required for this purpose shall be deemed to be covered in the scope of work and quoted rate.
- Two copies of the maintenance manual shall be submitted after installation & commissioning of lifts.

Structure Stability Certificate for the Skywalk

The selected bidder is responsible for the structure stability of the skywalk and have to provide the structure stability certificate of the skywalk from an authorized institute each year.

Selected Bidder's Liability

- 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.
- The Selected Bidder shall not assign, transfer or subcontract.
- 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.

Minimum Manpower requirement: The Contractor shall provide the following minimum staff for the successful running of the project at each of the site locations:

Table 1 Minimum Manpower Chart

Manpower chart for Skywalk			
S. No.	Personnel	Shift Timing	Total Personnel
1	Security Guards (2 shift 12 hrs. each shift)	7 AM-3PM	(1 per site)
		3PM-11PM	(1 per site)
2	Lift Attendant (2 shift 12 hrs. each shift)	7AM-3PM	(1 per site)
		3PM-11PM	(1 per site)
4	Helper/Cleaner (2 in nos)	6AM-10PM	(1 per site)

The Bidder shall adhere to the above minimum man-power requirement throughout the Contract period strictly.

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

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 operator.
 2. If the operator could not achieve operation progress with respect to time, then BSCL shall have the right to take any action deemed fit against the operator 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 operator 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 operator 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 operator 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 operator. 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 operator 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 operator 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 operator.
 6. The EMD, & Security Deposit(s) (SD) retained by BSCL from the operator'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 operator and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the operator or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/operator.

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

7. Obligations of the selected bidder

- Any incident of misbehavior or misconduct from the deployed workforce of the Successful Bidder towards the public shall be liable for appropriate punitive action. In case of repetition of a similar fault, BSCL may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Successful Bidder.
- The responsibilities of watch and ward at the Academy shall rest with the Successful Bidder. BSCL will not be responsible for loss/theft of any equipment/belongings of Coach/Agency or Members of the management operator.
- In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the selected bidder, pertaining to any equipment or other facility, The bidder will be SOLELY responsible and shall keep BSCL fully indemnified in this regard. BSCL will not be responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.

8. List of Prohibited Activities

The Selected Bidder shall not undertake following activities on the Project Site:

- a. Any activities creating breach of terms and conditions set out in RFP and Contract Agreement
- b. Any Activities of hazardous nature to environment.
- c. Any other Un lawful activities.
- d. Activities involving pets and animals.
- e. Any activity including baiting or any manner of gambling.
- f. Alcoholic Drinks and prohibited items of any manner are strictly prohibited.

9. Penalties

Licensor reserves the right to impose the penalty on Licensee up to penalty at 10% of consolidated committed monthly fee per day maximum upto 15 days and shall recover the same from the monthly fee of the agency/service provider. If the delay continues beyond the 15 days BSCL will be free to terminate the contract, the contract forfeiting the EMD and/or Security Deposit besides other rights and remedies as may be available to BSCL.

- a. Any staff of Licensee found in drunken condition / indulging in bad conduct.
- b. Any staff of the Licensee found creating nuisance while on duty.
- c. Improper maintenance, repair works & defacement of the property.
- d. Dishonor of drafts and Cheques given by Licensee in favour of BSCL. Cheques may be accepted in emergency situations with prior approval of BSCL.
- e. Not following safety and security norms as may be indicated by the authorized representative of BSCL.
- f. Failure to comply with the discrepancies noticed or instructions issued by BSCL.

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 operator and complete the work within the prescribed time limit. In case there is 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 operator/as the authorized signatory on behalf of the operator," " ***(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 and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited**" 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 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 offices 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 and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited.

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect to, 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 specified in the 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. 6,50,000/-** online or through Bank Guarantee should be enclosed in the bid submitted to the Chief Executive Officer as per the details mentioned in the RFP PART 1, SECTION II.

4. Bid Pricing

We further declare that the quotes 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 and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited 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 Bareilly Smart City Limited, Bareilly.

I/ We have fulfilled our 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 the **Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited** 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 AND MAINTENANCE OF SKYWALK AT PATEL CHOWK AND INSTALLATION OF KIOSKS IN BAREILLY FOR 15 YEARS UNDER BAREILLY SMART CITY LIMITED (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 and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited.

Dear Sir,

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

- a) **Name of the Work:** “Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited”
- b) **Location Plan and Specifications:** The location plan and specifications as detailed in the bidding document and can be acquired separately by the bidding agencies.
- c) **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 with 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 and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited on yearly license basis	1	Job	
2	1st year (to be filled by the bidder)			
3	rates for 2nd year @7% escalation on 1st year			₹ -
4	rates for 3rd year @7% escalation on 2nd year			₹ -
5	rates for 4th year @7% escalation on 3rd year			₹ -
6	rates for 5th year @7% escalation on 4th year			₹ -
7	rates for 6th year @7% escalation on 5th year			₹ -
8	rates for 7th year @7% escalation on 6th year			₹ -
9	rates for 8th year @7% escalation on 7th year			₹ -
10	rates for 9th year @7% escalation on 8th year			₹ -
11	rates for 10th year @7% escalation on 9th year			₹ -
12	rates for 11th year @7% escalation on 10th year			₹ -
13	rates for 12th year @7% escalation on 11th year			₹ -
14	rates for 13th year @7% escalation on 12th year			₹ -
15	rates for 14th year @7% escalation on 13th year			₹ -
16	rates for 15th year @7% escalation on 14th year			₹ -
Total				₹ -
GST @ 18%				₹ -
Grand Total				₹ -

Quoted Percentage =

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 Bareilly Smart City Limited.

(Designation)

SIGNATURE OF AUTHORITY BY WHOM the TENDER IS ACCEPTED

DRAFT LETTER OF INTENT

To,
XXXXXXXXXX,
XXXXXX,

Ph:

Subject: - Letter of Intent (LOI) for “Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited”.

Tender ID: 2022_....._....._.

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 and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited”.

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

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

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

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

Kindly acknowledge the acceptance of this **“Letter of Intent”** by signing a 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 and executed on day of, 2024,

BY AND BETWEEN

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

AND

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

WHEREAS the Owner, desirous of associating with the Operator for "**Request for Proposal for selection of Agency for Operation and Maintenance of Skywalk at Patel Chowk and installation of Kiosks in Bareilly for 15 years under Bareilly Smart City Limited**" (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated

AND WHEREAS the Operator 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 Operator 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 Operator 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 Operator and the attachments thereto. (This Contract Agreement).
- (ii) Accepted Letter of Intent till the execution of Contract Agreement between the Owner and the Operator. (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 Operator.

Article - 4.0 - Scope of Work

The detailed scope of the work of the Operator, under the Contract, has been brought out in the RFP Documents. However, the above scope of work of the Operator 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 shall comply with the relevant safety regulations.

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 Operator 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 Operator shall so organize its resources and perform its work as to complete (Operate) it within for a period of 15 years from the date of Signing of Contract and as per the Projects Completion Schedule forming part of the Bid submitted by the Operator subject to further modifications/ changes as may be mutually agreed to between the Owner and the Operator.

Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Operator shall have such functions as are delegated to it by the Owner from time to time and intimated to the Operator. The Operator 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 Operator 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

Operator 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

(.....)
For M/S
(OPERATOR)

Witness:

- 1.
- 2.