

REQUEST FOR PROPOSAL

Name of the Work: Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



July 2020

Employer: -Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

Email: ceo.bscl01@gmail.com

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



Ref No: -BSCL/2020-21/ 360

Date:- 10/7/2020

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

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Selection of master System Integrator for Integrated Command and control Centre for Bareilly Smart city Limited including 5 years O & M	360 Lakhs	29500	12 Months	10/7/2020
02	Construction /Development of Smart Street Vending Zone at Allen Club Mandi with 1-year Defect Liability Period	3.3 Lakhs	11800	6 Months	14/7/2020
03	Supply of Heavy Tippers for Waste Management at Bareilly	4 Lakhs	11800	3 Months	14/7/2020
04	Supply of Super Sucker Machine with Dump Tanks at Bareilly	5 Lakhs	11800	3 Months	14/7/2020
05	Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited	6 Lakhs	11800	6 Months	14/7/2020
06	Construction of Maulana Azad School Block with 1 year of Defect liability period	7 Lakhs	11800	6 Months	14/7/2020

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

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

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

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here forth referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information they teach 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/consultant/developer/Manufacturer/Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

The BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)

Letter No. BSCL/2020-21/360

Dt 10/7/2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

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

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited	6.0 Lakhs	11800	6 Months

TIME SCHEDULE FOR BIDDING

S. No	Description	Critical Dates
1	Upload/Publish of RFP	14/7/2020 11:00 AM
2	Bid start Date/Time of RFP	14/7/2020 11:00 AM
3	Pre-Bid Meeting	21/7/2020 11:00 AM
4	Bid Closing Date/Time of RFP	28/7/2020 3:00 PM
5	Technical Bid Opening Date/Time	29/7/2020 11:00 AM
6	Financial Bid Opening Date/Time	To be notified

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


Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

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PROJECT PROFILE

INTRODUCTION

BSCL has vision for seamless travel and commuter centric facilities. In busy and bustling thoroughfare, primary challenge in Bareilly is to decongest the road stretch and make safe passage for the pedestrian and facilitate fast movement for moving vehicles. Elevated pedestrian walk (FOB) is the cheapest grade separator which can effectively separate pedestrians from non-motorized vehicles like cycles, cars and rickshaws at important nodes.

BSCL has identified one critical location inside the ABD area which requires grade separation for safer commute.

Location is identified inside the District Hospital Campus to integrate the two campuses such that the patients don't have to cross the roads to visit the ICU ward.

BSCL has already conducted a topographical survey of the land parcels and wishes to construct Foot Over bridge in the desired location with minimum interference with regular road activities, keeping the functionality intact. The FOB should be easy to install and modular in nature. Fast track constructions, lightweight, easy maintenance, handling ease, etc. are some of the prime reasons for BSCL to favor steel intensive construction.

BSCL wishes to invite Bids for most economical and aesthetically pleasing and relevant design and detail drawings for construction of FOB at the desired location. The task is to prepare a proposal that should have the following scope:

1. Development of design of FOB (Foot Over Bridge) with basic revenue generation area for Advertisement and inclusion of Smart features such as Security, Public address system Etc.
2. Development of an Economical and Aesthetic structural scheme within the specified requirement for construction of the FOB.
3. Cost estimation as per the format and items provided in the RFP.

FEATURES OF THE PROJECT

1. BSCL has specified the following requirements to be considered for the proposed project:
2. Site Location: District Hospital, Bareilly
3. Tentative Length of the Location (District Hospital): 114 m
4. Column spacing: As per the Design Scheme of the Bidders
5. 4-legged Trestle: At End Points
6. Preferably 2-legged Trestle: All other grids
7. Minimum Vertical clearance from Road Level: 6.3 m from Finished Road Level
8. Width of Walkway (Deck & Stair) Cross Sectional Structural Shape of Flat Walkway: 2.8 m Rectangular/Oval or any other aesthetic shape keeping the walkway flat
9. Roof Structure: To be covered with Color Coated Steel Sheet /Tensile Roofing with Structural frame or any other Material as chosen by the Bidder
10. Head room at top of deck and stair: 2.5 m
11. Approach Stair: At both ends
12. Stair Requirement: Triple Flight, maximum vertical height between landing to landing is 3.0 m, Tread = 0.25 m and Riser = 0.15 m of 2.7 m width
13. Side Cover: Open
14. Railing Height: 1.4 m
15. Flooring: RCC Slab
16. Assumption for SBC: 10 tons /Sqm
17. 2 Nos stretcher Lift for district hospital (one at each End)

RATIONAL FOR SITE SELECTION

Location of the site is selected based on the difficulties reported in carrying the patient from one hospital block to the operation ward which passes through the busy road. Keeping the isolation of hospital traffic and hygiene in mind

d. It is decided to connect the two blocks of hospital through a foot over bridge with provision of vertical circulation through lifts.

The Location for the FOB is selected inside the ABD based on the functions of the Roads and intensive discussions with the stakeholder Department.

AVERAGE RIGHT OF WAY ALONG THE ROADS

S No.	Road Name	Average ROW
1	Novelty Chowk to Moti Park	18m

ELEMENTS

Foundation System:

R.C.C. concrete of minimum grade M25

Structural members like Columns, beams, members and bracing systems:

Structural steel of mild steel (Grade Fe410W) or high tensile steel (grade Fe 490 or Fe 540)

Roof and cladding:

Standard Color Coated Steel Sheet (Galvanized)/Tensile Fabric with MS Framing/Any other Material as suggested by the Bidder

Tentative layouts for the bridges at two different locations

Following Layouts does not define any bounds for the interested Bidders and they are free to propose their own layout and designs. Suggestive layouts at the two points are shown below along with the typical layout.

SAMPLE NODE – DISTRICT HOSPITAL CAMPUS CONNECTION

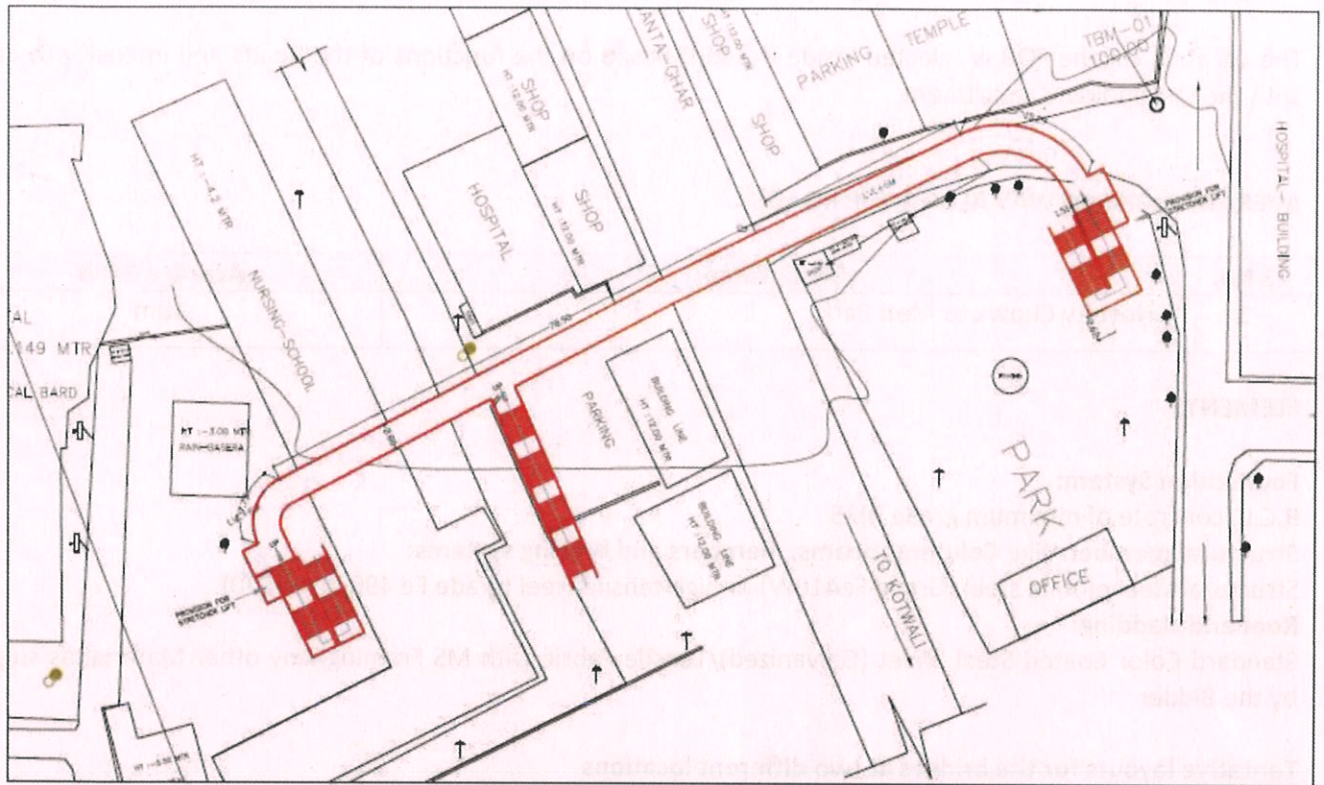


Figure a: Typical Drawing of FoB



Figure b: Site photos of Proposed FoB

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

1. The words "Nagar Nigam, Bareilly", "BSCL", or "Employer" mentioned in the RFP shall mean explicitly /implicitly , Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSC on behalf of ,CHIEF EXECUTIVE OFFICER " for any parts(s)/Portion(s) of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. "Bidder" means an entity submitting the proposal.
3. "Govt." or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept." Or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
4. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "contractor".
5. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
6. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. "Last three financial years" means 2016-17, 2017-18, 2018-19.
9. "Similar Work" means Design, Supply and Installation/Construction of Foot-Over-Bridge

RFP PART-I: SECTION-II
Detailed Tender Notice

Bid shall be submitted in 2 separate parts:

1. Technical Bid
2. Financial Bid

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

1) Technical Eligibility Criteria

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

- **Bidder:** Each intending Bidder may be a natural person/sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.
- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2016-17, 2017-18, 2018-19.) duly attested by Chartered Accountant.
- Educational Qualification of technical employees employed at the location (1 Civil Engineer (B.E/ B. Tech with minimum 5 Years of experience); 1 Site Supervisor (Diploma with minimum 3 years of site experience)
- Bidder has to submit EMD through RTGS/ NEFT/ Bank Guarantee and Tender Fees through RTGS/ NEFT/ BANK GUARANTEE. The receipt of the transaction/ Bank Guarantee has to be uploaded online. The Bank Guarantee should be submitted to BSCL within 3 days after Bid submission due date.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III)
- No Relationship Certificate (format Annexure I).
- Bidder should have an Average Annual Turnover of value not less than 180 Lakhs of estimated cost projected of NIT during last three financial years i.e. F.Y. 2016-17, 2017-18, 2018-19.
- Experience certificate of having successfully completed similar works during last 7 years:

One similar work costing not less than the amount equal to 240 Lakhs.

or

Two similar works each costing not less than the amount equal to 150 Lakhs.

or

Three similar works each costing not less than the amount equal to 120 Lakhs.

"Similar work" shall mean Design, Supply and Installation/Construction of Foot-Over-Bridge.

***All the above stated documents are required to be duly attested by the Contractor/Bidder under the company seal.**

*** If any of the above documents is found missing or incorrect, then the bid will be disqualified.**

***Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by the Client.**

***Joint Venture or Consortium is not Allowed.**

Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;

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

And/ or

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

2) Financial Eligibility Criteria / Selection Process

The financial Bid will be opened only if the bidder successfully qualifies the technical Bid round.

Ranking order for Bid for Selection of Contractor – Lowest Price to highest price. The Lowest Bidder will be selected for the contract if he/she qualifies in all the terms and conditions kept by BSCL.

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

INSTRUCTIONS TO BIDDERS

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites www.nagarnigambareilly.com (for view only)
2. As stated above, it is a two bid (part1: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (save as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non – refundable).
3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Earnest Money shall be paid through RTGS/ NEFT / BANK GUARANTEE in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid.
4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at **11:00 AM** on Dt **29/7/2020** in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt **29/7/2020** for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at **3:00 PM** onwards.
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2nd lowest bidder (L2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of L2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.

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



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

RFP PART – I: SECTION –III
GENERAL CONDITIONS OF THE RFP/CONTRACT

- 1. GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/her/there in complete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s) , as BSCL may decide just & proper for completion of the procedure(s).The result(s)of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the RFP Before Bidding:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (RFP Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by BSCL with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
- 5. Work Program:** The selected bidder shall submit construction schedule during signing of the agreement. The same shall be approved with necessary modifications, if any, by BSCL. However, BSCL shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in construction schedule/bar chart as per direction of BSCL. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BSCL.
- 6. Urgent work:** If any urgent work in the opinion of BSCL becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer In Charge may be his own or through other agency carry it out, as he may consider necessary. All incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.
- 7. Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in

addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

8. PERIOD OF CONTRACT: The tender for Design, Supply and Construction of foot Over Bridges on EPC mode in Bareilly under Bareilly Smart City Limited shall be allotted for a period of 6 months (Six Months) from the date of commissioning including defect liability period of 1 year, for which an agreement with the successful bidder shall be signed as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement.

- The successful bidder(s) shall execute an agreement/contract for the fulfillment of the contract on non-judicial stamp paper of appropriate value in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender.
- The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the BSCL and forfeiture of security deposit with BSCL.

9. Security Deposit/ Performance Security

The Successful bidder shall furnish 10% of Security deposit in the form of FDR/ BG/ Online thru RGTS/NEFT in favor of **CEO, Bareilly Smart City Ltd, Bareilly** / Amount deposit through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400** at the time of signing the agreement including EMD deposited along with the bid submission.

- a) Security deposited shall be retained by the BSCL till the completion of the project. After successful maintenance of 3rd Year, 5% of security deposited will be released by BSCL and after 4th Year of successful maintenance balance 5% of security deposited will be released by BSCL.

10. Payment and release of the Funds

- a) Payment shall be made as per the following schedule:

- i. 20% of the contract value after the supply of all materials at site and duly certified by Engineer In Charge of BSCL as per technical specifications and terms of the RFP
- ii. 20% of the contract value after successful construction of foundation and duly certified by Engineer In Charge of BSCL as per technical specifications and terms of the RFP
- iii. 20% of the contract value after successful erection of Columns and duly certified by concerned officer of BSCL as per technical specifications and terms of the RFP
- iv. 20% of the contract value after successful installation and commissioning of the project and duly certified by concerned officer of BSCL as per technical specifications and terms of the RFP
- v. 10% of the contract value shall be released against Maintenance Charges at the end of 2nd year.
- vi. 5% of the contract value shall be released against Maintenance Charges at the end of 3rd and 5% of the contract value shall be released against Maintenance Charges at the end of 4th year.

- b) The Bill and the site works shall be inspected by the Engineer in charge and after his satisfaction, the payment shall be released.
- c) After the completion of the work the contractor is liable for four years of maintenance from the date of issuance of completion certificate from the concerned Department.

- d) If the contractor fails to maintain the project in satisfactory manner then BSCL is free to engage another agency to do the work at the risk and cost of the contractor.

11. Custody of Materials

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BSCL will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BSCL or of, any other agency/organization engaged/allowed by BSCL, available/to be made available/going on/to be started, at or in Connection with the work, failing which BSCL shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to BSCL in required shape and manner or till, BSCL takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BSCL declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BSCL.

12. Supply of Materials

- i. The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or in their absence to other specifications as may be decided by BSCL. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by BSCL. In the event of there being no specifications born in the SOR of Uttar Pradesh for the items required for the work whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of BSCL.
- ii. BSCL shall have absolute authority to test the quality of materials/Equipment at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. BSCL shall have the right for removal from the work sites, of all specifications and in case of default, BSCL shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

13. Statutory Approvals and clearances

The Contractor shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project. The Official fee for undertaking these clearances shall be paid / Reimbursed by the BSCL; however all Incidental expenses shall be borne by the contractor.

14. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:

- i. **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders.

- ii. **Inspection:** BSCL will have the right to inspect the scaffolding and centering etc. for the work and can reject partly or fully such structure if found defective in his opinion.
- iii. **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- iv. **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defense or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic/disruption of traffic.
- v. **Personal Safety Equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- vi. **Precautions against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.
- vii. **Demolition:** Before any demolition work is commenced and also during process of work;
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding.

15. Fair Wages Clause

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

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

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

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

BSCL are to have round the clock access to the work sites during execution and defect liability period. BSCL may require the contractor to remove dismiss any Labor/representative(s) of person of the contractors found to be incompetent or ill-mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.

17. Provisions for Workman Compensation

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

18. Contractor to Indemnify BSCL

The contractor shall take every precaution not to damage or injure life and/or property of any person/organization/entity in connection with this work. He shall indemnify and keep BSCL indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. BSCL will not assume any responsibility on this account.

19. Resident Engineer(s) and Assistant(s)

The contractor shall engage for this work with qualified and experienced Resident Engineer(s) and Assistant(s)/Supervisor to the satisfaction of BSCL. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of BSCL which will be binding on the contractor.

20. Unilateral Stoppage of Work Progress

Unilateral stoppage of work by the Contractor, without prior written permission of BSCL, shall be considered as breach of contract and BSCL reserves the right to take such actions as it may be deemed fit against the contractor.

21. Rescission of Contract

Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

- I. If the contractor having been given by BSCL a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter. The security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.
- II. If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- III. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer, BSCL.
- IV. If the contractor fails to follow and comply with the relevant provisions this RFP and/or agreement.
- V. If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the Contractor has made himself liable for action under any of the cases aforesaid, BSCL shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of CHIEF EXECUTIVE OFFICER shall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit

by BSCL including debarring the contractor from participating in BSCL Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate (DSC) in the e-procurement portal and recommending the corresponding License Issuing Authority not to renew the license of the contractor. In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials/equipment or entered any engagement on account of or with a view to execute the work/ performance of the contractor.

22. Black Listing

A contractor may be black listed for: -

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

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

23. Force Majeure

Neither the contractor nor BSCL shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

24. Jurisdiction for Legal Dispute

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of Chief Executive Officer, Bareilly Smart City Limited, Bareilly will be final authority to resolve the dispute.

25. Working at heights / Working on/in the vicinity of power supply lines

Suitable work instructions/procedures shall be prepared for each type of work location (Height or type of supply network configuration) and the working personnel shall be trained at regular intervals by a competent person possessing valid certificate w.r.t Safety issues. All the working personnel shall be provided with appropriate Personnel Protection Equipment such as Safety harness for working at heights, safety helmets, Earthing rods, etc. The Successful Bidder shall arrange to carryout safety audit at regular intervals by a competent person possessing valid certificate w.r.t safety issues and suitable remedial measures shall be taken based on the findings/recommendation of the safety audit.

RFP PART-1: SECTION-IV SCOPE OF WORK

OBJECTIVE

The objective of the contract is the design and construction completion, testing and commissioning of the Foot Over Bridge by the Contractor to the standards and within the time stipulated by the Contract. In bill recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the design and execution of the Works.

SCOPE OF WORKS

The work under this contract shall be carried out in accordance with the various documents instituting the contract and shall consist of various silent items as generally described below:

- Relevant investigations at respective construction site prior to the commencement of the detailed design drawings.
- Based on the investigations conducted by the contractor, the preparation and subsequent revision of the following design drawings, but not limited to architectural, structural and electrical drawings, the contractor will have to design and get it vetted and approved by 'Engineer in Charge'.
- The structure should have aesthetically pleasant appearance as well as earthquake resistant.
- Construction of structural components (RCC/Structural Steel) of Foot Over Bridge as per the approved drawings and technical specifications.
- Finishing works including granite flooring in walkway/staircase areas/landscape areas. Stone cladding works, provision of tactile paver blocks, railings, painting works, composite panel cladding etc.
- Electrical Works including but not limited to light fixtures, cabling, earthing, Distribution boards and connection with main electrical supply system:
- Supply, installation & commissioning of Lifts including maintenance during defects liability period.
- Testing and commissioning by the contractor.
- NoC to be obtained from the concerned department by the Contractor.

DESIGN SCOPE

Scope of work contained in the paragraphs mentioned below is only indicative and not exhaustive. Bidders are not bound to execute the work as per given sample design Scheme & are free to revise & submit their own design for the said work. However, all the specification shall be as per IS codes as mentioned below. For designing the Structures at designated spaces, the following scope of work needs to be undertaken:

1. Layout Plan, Elevation and Sectional views of FOB Proposed.
2. Provision of Space for advertisement panels on the proposed FOB
3. Inclusion of Smart features in the proposal such as Security Provisions, Public Address System, Smart Lighting Etc.
4. Provision to facilitate Senior Citizens and differently abled Personnel.
5. Beams & Columns: Sections, such as MB/MC [refer IS 808-1989(2004)], built-up sections or parallel flange sections [refer IS 12778-2004], Tubular Sections [refer IS 1161 – 1998 and IS 4923 – 1997] will be preferred.
6. Truss members: IS 808, IS 1161 – 1998 and IS 4923 – 1997
7. Connections: All connections shall be either welded connection or bolted connection using mild steel or high tensile black bolts, turned bolts or HSFG bolts.

8. For the purpose of design and Broad detailing, the following items shall be done:
- Generation of 2D and 3D drawing as suitable.
 - Foundation System
 - All Columns/trestles and Girders/Beams
 - All Truss members, Posts, Purlins and Girts
 - All Bracing, struts and cables/steel ropes
 - Connection designs for Critical joints
 - Any other members conceived in the scheme.
9. Bill of Quantity: BOQ should be prepared for all items under design scope to determine the quantity of materials required as per RFP document.

Note:

The following guidelines should be taken into consideration:

10. Deflection calculated should be within stipulations given in relevant IS code.
11. For designing of Base Plates and Foundation Bolts, grade of concrete to be considered as mentioned above.
12. For foundation design consider Safe Bearing Capacity as 10 TONNES/SQM.
13. Live Load: 5KN/sqm or as per IS Codes

The scope of works shall also include but not limited to the following incidental activities:

- Site clearance and dismantling of obstructions etc., before commencement of work as specified or as directed
- Preparing fabrication/shop/erection drawings for structural work and obtaining approval in respect thereof from the Employer, inclusive of incorporation of all modifications, alterations, changes, etc. that may be required to be carried as directed;
- True and proper setting out and layout of the Works, benchmarks and provision of all necessary labor, instruments and appliances in connection therewith as specified or as directed;
- All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;
- The Contractor has to ensure cleanliness of the work area and its surroundings by deploying manpower for the same. The Contractor shall have to ensure proper brooming, cleaning and washing of work area till the currency of the contract including disposal of seepage. Nothing extra shall be payable on this account;
- Day to day cleaning of work site throughout the execution period.
- Clearing of site and handing over of all the Works, as specified or as directed;
- Maintenance of the completed Work during the period as specified;
- Submission of completion (i.e. 'As-Built') drawings and other related documents as specified;
- The scope of work includes working under all conditions at site, moisture, water, weather etc., diversion/pumping/bailing out of water, if required.
- In terms of the provisions of the relevant conditions of contract, complying with all safety & environmental protection guidelines at site during construction period. Protection & safety of existing structures in or within the vicinity the construction area.
- Liaison with other government departments whenever required.
- Underpinning and protection of existing buildings and structures wherever required.
- Dewatering arrangements, if required.
- Dismantling of road crust, footpaths, kerb stones etc. during construction, proper stacking of serviceable material and cartage to stores/godowns of Transport Department. Disposal of surplus earth, malva, unserviceable material to the nearest sanitary landfill site.
- Construction of temporary diversions during construction if required on the site.
- Provision of Site laboratory for testing of materials

- The Contractor shall submit the Engineering Drawings vetted by the government institution. Eg: IIT Roorkee, Aligarh Muslim University etc
 - Any other incidental work mentioned elsewhere in Conditions of Contract
- The above-mentioned activities shall be considered incidental to work and nothing extra shall be paid to contractor in this regard.

Manpower

The Contractor has to provide following manpower for the Security/ Operation of lift: -

- 1) Atleast 2 technicians/ Care-Taker for Lifts during working hours of the lift.
- 2) 2 Security guards in the night for the safety of the lifts.
- 3) 2 Cleaners for cleaning FOB and Lifts.

All ancillary and incidental facilities required for execution of the work e.g. labour camps, stores laboratory at site, work shop facilities, watch and ward, temporary structure for plants and machinery, water storage structure, tube wells, electric/ telephone installation and charges, liaison work, protection work during execution, not included in the main items, any other item/ activity contained in the Bid documents which is necessary for execution of work in the opinion of the Engineer-in-Charge, shall be deemed to be included in BOQ and nothing extra shall be paid for the same. Wireless communication system for communication, provision of office accommodation for Engineer-in-Charge at site & provision of vehicle for transportation to be provided by Contractor shall also be deemed to be included in the BOQ and nothing extra shall be paid for the same separately.

The construction of Foot Over Bridge will have to be planned in such a phased manner so as to comply with the traffic management/diversion plans. Contractor shall have no claim whatsoever for the construction to be taken up in the phased manner in order to meet these requirements.

ENVIRONMENTAL CONSIDERATIONS

All provisions and conditions contained in the Bid documents and other statutory provisions regarding environmental protection, safety & health shall be strictly complied with and shall be incidental to work.

STANDARDS

Equipment, materials and systems shall be designed, manufactured and tested in accordance with the latest issue of International and/or National codes and standards. The Contractor shall submit copies to the Engineer-in-Charge of all codes and standards used for the work. Reference to standards or to materials and equipment of a particular manufacturer shall be regarded as followed by the words "or equivalent-". The Contractor may propose alternative standard materials, or equipment that shall be equal to or better than those specified. If the Contractor for any reason proposes alternatives to or deviations from the specified standards, or desires to use materials or equipment not covered by the specified standards, the Contractor shall apply for the consent of the Engineer-in-Charge. The Contractor shall state the exact nature of the change, the reason for making the change and relevant specifications of the materials and equipment in the English language.

DESIGN LOADS TO BE CONSIDERED

1. **Dead Load:**
Dead load will be the weight of the structure itself along with all permanent weight carried by it.
2. **Live Load:**
 - a. Live load on Roof - as per IS: 875 Part 2 –1987
 - b. Live Load on Deck - as per IS: 875 Part 2 –1987
3. **Wind Load:**

Basic wind speed to be considered as 50 m/sec. as per IS: 875 Part 3 – 1987.

4. Seismic Load:

Seismic Zone to be considered as Zone – III as per IS: 1893 – 2002

5. Other Loads:

Temperature variation of 15oC has to be considered. Please consult relevant specification for other specific loads and action points.

Design Standards

1. Design

- Steel design - As per IS: 800 – 2007
- Concrete design - As per IS: 456 – 2000
- Live load - As per IS: 875 Part 2 – 1987
- Wind load - As per IS: 875 Part 3 – 1987
- Seismic load - As per IS: 1893 – 2002

2. Material

- Rolled sections and plates - As per IS: 2062 – 2011
- SHS/RHS - As per IS: 4923 – 1997
- CHS - As per IS: 1161 – 1998

• Welding

- Symbols for welding - As per IS: 813 – 1986
- Weld joint details - As per IS: 9595 – 1996

3. Fasteners

- High strength structural bolts - As per IS: 3757 – 1985 & IS: 4000 – 1992
- Foundation bolts - As per IS: 5624 – 1993

Other Applicable Codes of Practice

• The following specifications, standards and codes are included as part of this Specification. All Standards, specifications, codes of practice current on the date of signing of agreement and referred to herein shall be applicable.

1. IS 456-2000 Plain and Reinforced Concrete - Code of Practice
2. IS: 800 (1984): Code of Practice for General Construction in Steel.
3. IS: 808 (1989): Dimensions for Hot Rolled Steel Beam, Column, Channel and Angle Sections.
4. IS: 814 (1991): Covered Electrodes for Manual Metal Arc Welding of Carbon & Carbon -Manganese Steel.
5. IS: 816 (1969): Code of Practice for Use of Metal Arc Welding for General Construction in Mild Steel.
6. IS: 817 (1969): Code of Practice for Training and Testing of Metal Arc Welders.
7. IS: 919 (1993): ISO System of Limits & Fits (Part 1 & Part 2)
8. IS: 1148 (1982): Hot Rolled Rivet Bars (up to 40mm) for Structural Purposes.
9. IS: 1182 (1983): Recommended Practice for Radio Graphic Examination of Fusion Welded Butt Joints in Steel Plates.
10. IS: 1363 (1992): Hexagon Head Bolts, Screws and Nuts of Product grade C. (Part 1 to Part 3)
11. IS: 1364 (1992): Hexagon Head Bolts, Screws and Nuts of Product Grades A & B (Part 1 to 5)
12. IS: 1367 (1991): Technical Supply Conditions for Threaded Steel Fasteners.
13. IS: 1852 (1985): Rolling & Cutting Tolerances for Hot-Rolled Steel Product.
14. IS: 1893 (2016): Criteria for Earthquake Resistant Design Of Structures.
15. IS: 2016 (1967): Plain Washers.

16. IS: 2062 (2006): Hot Rolled low, medium and high tensile structural steel_
17. IS: 2595 (1978): Code of Practice for Radio Graphic Testing.
18. IS: 3600 (1985): Methods of Testing Fusion Welding Joints (Part 1 to Part 9)
19. IS: 3613 (1974): Acceptance Tests for Wire Flux Combinations for Submerged Arc Welding.
20. IS: 3658 (1981): Code of Practice for Liquid Penetrate Flow, Detection.
21. IS: 3757 (1985): High Strength Structural Bolts.
22. IS: 4000 (1992): High Strength Bolts in Steel Structures-Code of Practice
23. IS: 4353 (1967): Recommendations for Submerged Arc Welding of Mild Steel and Low Alloy Steel.
24. IS: 4943 (1968): Assessment of Butt and Fillet Fusion Welds in Steel Sheet, Plate and Pipe.
25. IS: 5334 (1981): Code of Practice for Magnetic Particle Flow Detection of Welds
26. IS: 5369 (1975): General Requirements for Plain Washers and Lock Washers.
27. IS: 5372 (1975): Taper Washers for Channels
28. IS: 5374 (1975): Taper Washers for I Beams.
29. IS: 6623 (1985): Specification for High Strength Structural nuts
30. IS: 6649 (1985): Specifications for hardening and tempering washers for high strength structural nuts
31. IS: 6755 (1980): Double Coil Helical Spring Washers.
32. IS: 7215 (1974): Tolerances for Fabrication of Steel Structure.
33. IS: 7318 (1974): (Part I) Approval Tests for Welders When Welding Procedure Approval is not required -fusion Welding of Steel.
34. IS: 8910 (1978): General requirements of Supply of Wieldable Structural Steel.
35. IS: 9595 (1980): Recommendations for Metal Arc Welding of Carbon & Carbon • Manganese Steels.
36. IS: 1161 (1998): Code of practice for ' Steel Tubes for structural purposes': 1998

TRAFFIC MANAGEMENT/ TRAFFIC SAFETY/ WORK AREA SAFETY

The Contractor shall carry out the Works so as to minimize disruption to road and pedestrian traffic. The Contractor shall prepare his traffic management plan based on his proposed construction methodology in co-ordinate with Engineer-in-Charge and in conjunction with Traffic Police. He shall comply strictly with the approved plan during construction of his works. Development of traffic management/diversion plans/schemes & traffic safety plans and its approval from Traffic Police & other local authorities shall be the responsibility of the Contractor. Development of work area safety plans as per the provisions of contract and its implementation at site. Traffic barricades with blinkers, reflective tapes, road delineators, traffic cones, portable signages, reflective lights and other necessary traffic signage should be provided wherever required as per detailed plans, as required and as directed by Engineer-in-Charge/Traffic Police. Temporary traffic diversion for smooth flow of traffic will be provided during construction including necessary traffic signs, repairs to diverted route/services lanes if required. Properly equipped Traffic marshals shall be deployed for the period of diversion to guide the road users and to avoid traffic congestion (deployment of guards for safety of work area etc. shall be the responsibility of contractor and nothing shall be paid for this). Restoration of diverted route in original condition etc. shall be done by Contractor.

SPECIFICATIONS:

- **Excavation:** Earth work to be carried out for the construction of footings to the depth as per structure drawings from existing surface ground level, size of excavation area for column and pedestal footings are to be taken as per approved drawings, specifications and approval of Engineer-in-charge. Excavation will be carried out both manually as well as mechanically.

- **Laying of Cement Concrete:** A layer of 100mm thick made in such a manner that it was not mixed with the soil. It provides a solid base for the foundation and a mix of 1:4:8. Plain concrete is vibrated to achieve full compaction with stone ballast or shingle using concrete mixer volumetric type. Concrete placed in ground containing deleterious substances should be kept free from contact with such a ground and with water draining there from during placing and for a period of seven days, as per approved drawings, specifications and approval of Engineer-in-charge.
- **Footing:** Size of footings are to be taken as per approved drawings, specifications and approval of Engineer-in-charge. Contractor shall carry his Confirmatory geotechnical survey and report must be submitted to the Engineer in Charge before finalization of design.
- **Reinforcement:** Mild steel bars confirming to IS:432 (Part I) and it is suggested to use cold-worked steel high strength deformed bars conformed to IS:1876 (grade Fe 500) as per approved drawings, specifications and approval of Engineer-in-charge.
- **Concrete:** Grade of concrete is M30 will be used for the construction, as per approved drawings, specifications and approval of Engineer-in-charge.
- **Structural Steel Arrangements:** Columns are of square hollow section (SHS), circular hollow sections (CHS), girders ISMB connected with bolts confirmed by IS: 800 and other relevant codes as per the design requirements. Steel sections should be connected to RCC column with the help of base plate confirmed to the IS: 2062. Firstly, to stable the SHS welding would be done and then to strengthen the connection bolts are used Confirmed to IS: 2062, with required bracing as per approved drawings, specifications and approval of Engineer-in-charge.
- **Shear Connectors:** Shear connectors are placed before the slab casting to achieve the composite action of steel and concrete) as per approved drawings, specifications and approval of Engineer-in-charge.
- **Deck Slab:** The standard thickness of the Deck slab is 200mm. The minimum clear height should be 6.3 meters from the existing road level as per IRC specifications.
- **Roofing:** Providing and fixing sheeting of approved material, colour and manufacture on ceiling/roof supported over aluminium section framework or any other proposed framework approved by the engineer in charge fixed with dash fastener etc. complete as per manufacture specifications and direction of the project Engineer including necessary scaffolding.
- **Railing:** Providing & fixing 16 gauge stainless steel pipe railing of grade 304 duly fixed on steps with the help of bolts grouted on steps with hand rail and newel post of 50mm dia. Stainless steel pipe, Balusters of 40mm dia. Stainless steel pipe and guard 3 Nos of 15mm dia. Stainless Steel pipe complete in all respect carefully as per approved drawings, specifications and approval of Engineer-in-charge.
- **Flooring:**

Staircases: Granite stone tiles 15 to 20mm thick in skirting, risers of steps dado, walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 cement, 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing including labor for fixing dowels pins and cramps

Deck slab: Coloured granite stone tiles 15 to 20mm thick in skirting, risers of steps dado, walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 cement, 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing including labor for fixing dowels pins and cramps as per approved drawings, specifications and approval of Engineer-in-charge.

- **Painting for concrete surfaces:** Finishing walls with Premium Acrylic smooth exterior paint with silicon additives of required shade with two coats applied @ 1.43litre/10 sqm over and including base coat of water proofing Cement Paint applied @ 2.20 Kg/10 sqm for soffit of deck slab. Finishing walls with exterior decorative cement-based paint such as snowcem, etc. two coats to give an even shade for staircase waist slab as per approved drawings, specifications and approval of Engineer-in-charge.
- **Painting for structural steel:** Applying priming coat with metal primer on new steel or iron work including preparation of surface. (With special quality paint) and Painting two coats with ready mixed paint for metallic surfaces in all shades on steel or iron work for steel structure as per approved drawings, specifications and approval of Engineer-in-charge.

Brief Electrical O&M and installation guidelines:

1. Preparing log book and maintaining data for preventive maintenance schedule in coordination with Engineer In charge.
2. The Successful Bidder has to be proactive in monitoring lighting system regularly and performing preventive maintenance and not relying solely on Complaint Management System. Repairing the system as and when required to keep the system on. The Successful Bidder must take adequate care, by using black cotton tape or better-quality tape for connection of wires, to avoid short circuiting of connections especially during monsoon season between luminaire wire and overhead network of DISCOM. No extra charge will be payable to the Bidder for this work.
3. The Successful Bidder will provide surge protection arrangement to protect the luminaries from switching surges which are expected/prevalent in Light supply networks. In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of Lightning surges, may be reported to the Municipal Corporation of Amritsar (NAGAR NIGAM), along with circumstantial evidence preferably within 48 hours of such occurrence, for the purpose of damage claim. The responsibility for submission of supporting documentation rests with the Successful Bidder.
4. Earthing provisions of IS-3043, may be referred to in general. The Successful Bidder shall carry out earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaries.
5. The Successful Bidder must intimate electricity department about any cases of power theft or unauthorized connection of load during festivals from the street lighting network on priority basis. Department will be responsible for taking all the corrective measures required and not penalize the Successful Bidder for such theft.

All complaints lodged in the system have to be resolved within 48 (forty-eight) hours of lodging of complaint. For example, if the complaint is lodged on 16th May at 2200 Hours then the complaint has to be resolved by 18th May 2159 Hours. In certain cases, Successful Bidder has to resolve the complaints immediately as per the instruction of EIC.

The Successful Bidder shall ensure the availability of sufficient ladder vehicle, Hydraulic Vehicle (suitable to reach upto 10m height) and other relevant vehicle & equipment for O&M. The vehicle used for O&M should have valid registration documents.

The Successful Bidder should address the queries or issues raised by employees of NAGAR NIGAM during O&M practices from time to time.

System Documents, User Documents

The Successful Bidder will provide all project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents includes: Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.

Equipment Manuals: Original Manuals from OEMs.

Installation Manual: For all the application systems.

Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.

User Manuals: For all the application software modules, required for operationalization of the system.

System Manual: For all the application software modules, covering detail information required for its administration.

Note: The Successful Bidder will ensure upkeep & update all documentation and manuals during the contract period. The ownership of all documents, supplied by the Bidder, will be with BSCL, Bareilly. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

In addition to the telephone call, the Successful Bidder shall also provide other channels for call logging like email and web interface.

Following is also part of scope of work of the Successful Bidder:

- (a) Development of training material for BSCL, Bareilly employees
- (b) training to be imparted to BSCL, Bareilly

The Responsibilities of Contractor:

During the defect's liability period, the Contractor shall also be responsible for (incidental to work and no separate payment shall be made to Contractor for these):

- Carrying out day to day maintenance and cleaning of the lifts as per the Maintenance Schedule submitted.
- Deputing trained supervisory staff to carry out the scheduled maintenance and operation of lifts.
- Maintaining proper conditions of operating control installed inside and outside the Lifts for convenient and safe operation of lifts.
- Replacing the worn-out parts of the Lift with genuine spare parts as necessitated and observed during routine inspection or otherwise.
- Keeping Employer informed in a prescribed and agreed format at all the time regarding maintenance etc. carried out on the Lift.
- Providing all spares and consumable during the defects liability period.
- Response time of maximum 4 hours shall be maintained for emergency services/ repairs throughout the year.
- Signages: Contractor shall provide necessary signages and user instructions on each lift. The cost of these shall be deemed to be covered in the scope of work and quoted rate.
- Maintenance of Advertisement Panels
- Maintenance of all the structural elements and Lighting features.

UPS SPECIFICATIONS (to support Lift in emergency)

5.2 KVA ONLINE UPS WITH 180 MINS BACK UPTIME

Brand: Luminous / Microtek/ Su-Kam

- Sine Wave Inverter
- Capacity 5.2 KVA
- Supports Six battery
- Safe for sensitive appliances with Sine wave out-put

- Auto over-load handling capacity
- Offers high quality and reliable power back-up solution for office and homes
- MCB for protection from Input mains
- Bypass switch for supplying output directly from grid in case of Home UPS fault.
- Noiseless Operations with the help of low harmonic distortion
- Intuitive Display to easily understand status of mains availability, battery status, etc.
- Comprehensive protection against short-circuit, reverse polarity, battery over-charge, deep-discharge etc

Battery Specifications

- 150 Ah capacity, 12V
- Warranty 36 Months
- Tubular Technology battery
- Manufactured with high corrosion resistant and robust spine technology using the advanced and state-of-the-art high pressure (at 100 bar) spine casting machines, which ensure a super fine grain structure, for strength, long life and highest reliability
- Uniform distribution of positive active material for long life and superior performance
- Next generation tall tubular battery with better charge acceptance and long Back up
- It should have high purity, corrosion-resistant proprietary spine alloy composition for long battery life
- Extra-strong, flexible oxidation-resistant gauntlet for better performance and long life.
- Puncture-resistant polyethylene separator which minimize the possibility of internal short circuits.

Civil Specification:

Civil Specifications for Foot Over Bridge	
Earthwork in Excavation in all type of soils including dewatering of excavated trench	
Excavation in foundation in ordinary soil, loame, clay or sand including lift upto 1.5 m and lead upto 30 m including filling watering and rammming of excavated earth in to the trenches or in to the space between the building & the side of foundation trenches or in to the plinth , removal & disposal of surplus earth as directed by the engineer in charge upto a distance of 30 m from the foundation trenches . (Excluding royalty)	
Backfilling	
Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50. and lift upto 1.5 m	
PCC	
Providing and laying in Cement concrete 1:4:8 (1 Cement: 4 approved Coarse sand: 8 Coarse aggregate) size of aggregate shall be 4cm gauge or as approved including supply of all material labor, T&P etc. required for proper completion of the work.	
Reinforced concrete with OPC - 43: (For Buildings)	
Design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per	

design mix is payable/recoverable separately).
All works upto plinth level
Grouts
Non shrink grout for foundation pockets
Reinforcement
Mild steel or iron in plain work such as reinforced concrete or reinforced brickwork (when not included in an overall rates) wrought to required shape as necessary including bending for proper completion of the work and including supply of all steel and watsage and overlap and hooks .
Structural Steel conform to IS 2062:
a) Supply, fabrication and erection of structural steel work including painting (Galvanisation, Zinc chromate primer and two coats of approved oil paints, finishing coat of approved oil-based paint of approved shades - one initial primer coat shall be done at manufacturer shop)
b) MS Gratings
Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. GI chequered plates with hot dip galvanized
1.00 mm thick with zinc coating not less than 275 gm/m ²
Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).
Flooring as per specs:
vii) GMS Chequered plate for Walkways
Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.
In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, all complete
Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete
Granite of any colour and shade
Area of slab up to 0.50 sqm
Area of slab over 0.50 sqm

Anchor bolts of grade 36 and ultimate tensile stress of 640 Mpa
Bolt dia 20 mm long 500mm
Bolt dia 12 mm long 500mm
Lift with capacity to hold 8 persons (800 kg) (To accommodate Patient Stretcher)
(Brands of Lift – Schindler, Kone, OTIS, Mistubishi Electric, Hitachi, Thysun Krupp)
Providing and fixing 15 cm wide, 45 cm overall semi-circular plain G.S. sheet gutter with iron brackets 40x3mm size, bolts, nuts and washers etc., including making necessary connections with rain water pipes complete.
0.63 mm thick with zinc coating not less than 275 gm/m ²

Electrical Specification:

Electrical Specification for Foot Over Bridge
Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.
First Point Controlled by single switch
Loop Points Controlled by same single switch Point
Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit along with 1 No. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.
Wiring for circuit/ submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.
2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire
2 X 4 sq. mm + 1 X 4 sq. mm earth wire
Supplying and fixing of following sizes of steel conduit along with accessories in surface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case of recessed conduit as required.
25 mm
40 mm
Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.
15/16 A switch
5/6 A switch
6 pin 15/16 A socket outlet
Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.
Supplying and fixing following size/ modules, GI box along with modular base & cover plate for modular switches in recess etc. as required
1 or 2 Module (75 mmX75 mm)
3 Module (100 mmX75 mm)
4 Module (125 mmX75 mm)
Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.

1 or 2 Module
3 Module
4 Module
Installation, testing and commissioning of wall bracket /ceiling fittings of all sizes and shapes containing upto two GLS/CFL/ LED lamps per fitting, complete with all accessories including connections etc. as required.
DBS< MCBS & MCCBS
Providing and fixing following rating and breaking capacity and pole MCCB with hermomagnetic release and terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.
63 A, 25kA, FPMCCB
Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A, tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer) as required. (Note: Vertical type MCB TPDB is normally used where 3 phase outlets are required.)
4 way (4 + 12), Double door
Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A, tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer) as required. (Note: Vertical type MCB TPDB is normally used where 3 phase outlets are required for Lifts)
4 way (4 + 12), Double door
Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.
Single pole 10 A
Tripple pole 32 A
Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.
Supplying and fixing Cable End Box (Loose wire box) suitable for triple pole and neutral, sheet steel, Vertical MCB distribution board, 415 V, on surface/ recess, complete with testing and commissioning etc. as required.
Supply of LT XLPE Cables:
Supply of LT XLPE Cables of 1.1 KV Grade, Aluminium Armoured, of following sizes as per latest IS Code.
4 Core X 10 Sqmm.
LAYING OF LT CABLES
Laying of LT Cables:
Laying of One number PVC Insulated, PVC Sheathed/XLPE Power Cables
1.1KV Grade of Following Size direct in Ground including excavation,
Sand Cushioning and protective covering and refilling the trench etc.
Upto 35 sqmm
Laying of 1 No. PVC insulated and PVC
sheathed/ XLPE power cable of 1.1 KV

grade of following size in the existing RCC/HDPE/Metal pipe/Open Trench/Cable Trays etc. as required.
Upto 35 sqmm
TERMINATION OF LT CABLES
Supplying and making end termination with brass
compression gland and Al. lugs for following
size of PVC insulated and PVC sheathed/XLPE
Al. conductor cable of 1.1 KV grade as required.
4 Core X 10 Sqmm.
EARTHING
Earthing with GI earth plate 600 mm x 600
mm x 6 mm thick i/c accessories and providing
masonry enclosure with cover plate having
locking arrangement and watering pipe etc. (but
without charcoal or coke and salt) complete as required.
Providing and fixing 25mm x 5 mm GI strip in 40 mm dia GI Pipe
step on surface or in recess for connection etc. as required.
Providing and fixing 25x5MM GI strip on surface
LIGHT FIXTURES & FANS
Supply & Installation of Light Fixtures & Fans
<u>Makes: PHILIPS, WIPRO</u>
Supply of Following type of Fans & Fixtures of all sizes and shapes LED lamps per fitting, complete with all accessories.
36-watt LED Recessed/Surface Lighters as marked L2.

Please note that the above-mentioned specification are the minimum requirements. However, the bidder is free to use higher specification items.

OPERATION AND MAINTENANCE

1. The period of operation and maintenance (O&M) will be four years, and will start only after the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract.
2. During the O & M period of the products given by the successful bidder, the bidder shall give assurance that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.
3. If it becomes necessary for the bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above- mentioned period of 48 months, whichever may be later. If any defect is not remedied within the time specified above, then the penalty will be laid as per penalty clause. The Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
4. Replacement under O&M clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
5. Under the O&M period, the bidder has to manage and maintain in working condition of the FOB for the entire contract period.

MONITORING SYSTEM: -

1. **A Project Monitoring Unit (PMU)** will be setup in the BSCL for monitoring of the Project to make it successful and sustainable and to ensure that FOB is in good condition.
 - a) Chief Executive Officer, BSCL shall appoint a Nodal officer for the project for the purpose of overall monitoring of the project.
 - b) Concerned Nodal Officer appointed by BSCL has to ensure that the FOB is in its best state and check the functional status of all hardware and allied accessories during the contract period, ensure that the complaints regarding the defects has been logged in the complaint register and penalty has been imposed.
 - c) The Bidder shall provide one office for the client and consultant which includes Furniture, Almirah, AC, Fan, Lights etc. The Bidder shall be responsible for organizing all logistics required for this site visit.

RFP PART – I: SECTION –IV

SPECIAL CONDITIONS OF THE RFP/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between BSCL & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by BSCL or due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind off or majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then BSCL shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, BSCL shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by BSCL and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by BSCL. **The employer (BSCL) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/instructions associated with this work.**
4. The decision of BSCL regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the CHIEF EXECUTIVE OFFICER, BSCL is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs. 10000 (Ten Thousand Rupees) per day for delay of the work not exceeding 10% of the total project cost.
5. BSCL reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of BSCL and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to BSCL.
6. Extra item and/or quantities of the work, if found essential for the project, shall be covered under supplementary agreement to be drawn between the contractor and BSCL. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Uttar Pradesh Schedule of Rates (SOR) of PHEO & Works Dept. or local market rate(s) or DSR, as applicable for the items/components not covered under SOR subject to approval of CHIEF EXECUTIVE OFFICER, Bareilly Smart City Limited, Bareilly.
7. The contractor shall put his/her/there signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by the BSCL.

8. The actual date of completion of the original work covering all the parks and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.
9. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/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 SD of the contractor and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

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

RFP PART-1: SECTION-V

ANNEXURE-I : CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related /not related** (*) to any officer of Bareilly Smart City Limited, Bareilly of the rank of Assistant Engineer & above. I/We*am/are*aware that, if the facts subsequently proved to be false, my/our*contract will be rescinded with forfeiture of 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 and have fully acquainted with the local situation regarding the materials, labor and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labors, materials, equipment etc. accordingly.
4. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct/replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborer's, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (BSCL, Bareilly).
6. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation to me/us.

(*) – strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE-III : AFFIDAVIT

(Applicable for All Bidders)

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

1. I, Shri/Smt./Ms....., Son/daughter/Wife of ,
Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"
....." **(Strike out whichever is not applicable)**
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies 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 "Design, Supply and Construction of foot Over Bridges on EPC mode in Bareilly under Bareilly Smart City Limited" vide Bid Reference.....DT.....are true and correct.
7. My/Our present.....address for correspondence is.....and.....my/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

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

ANNEXURE-IV : BID SUBMISSION LETTER FORMAT

Date:

To,

Chief Executive Officer

Bareilly Smart City Limited,

Nagar Nigam, Bareilly-

243001, Uttar Pradesh,

Subject: Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly 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 of **Design, Supply and Construction of Foot Over Bridge on EPC mode in Bareilly under Bareilly Smart City Limited** and onsite comprehensive warranty for four years, and submit the following information/undertaking/declaration for consideration of the BSCL.

2. Price and Validity

- 2.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 120 Days from the last date of submission of bids.
- 2.2 We do hereby confirm that our bid prices include all taxes and cess.

3. Earnest Money Deposit

The transaction slip of Amount of Earnest Money deposited (EMD): 6,00,000/- online or through Bank Guarantee should be enclosed in the bid submitted to Chief Executive Officer as per the details mentioned in the RFP PART 1 , SECTION II.

4. Bid Pricing

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

5. Qualifying Data

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

6. Declarations

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

I/We accept to the conditions mentioned in the tender document for the construction of FOB as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence

required by the tender document issued by the Bareilly Smart City Limited, Bareilly.

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

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

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

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

I/We hereby confirm to the Design, Supply and Construction of foot Over Bridges on EPC mode in Bareilly under Bareilly Smart City Limited and comprehensive onsite warranty 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:.....

ANNEXURE V: Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

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

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

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

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

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

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

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

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

- I. Our liability under this bank guarantee shall not exceed India Rupees<Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim
- IV. 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 _____

Signature _____

Printed name _____

FoB at District Hospital

Annexure VI : General Information on Bidder's Organization

- a) Name:
b) Address :
c) Address of the corporate headquarters and its branch office(s), if any, in India:

S. No.	Particulars	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Incorporation status of the Bidder (Company Firm)(Relevant Certificate to be submitted in Technical Bid)	
4	Year of Establishment	
5	Valid GST registration No. (Copy of certificate to attached)	
6	Permanent Account No. (PAN) (Copy of PAN card to be attached)	
7	Name and Designation of Contact Person to whom all references to be made regarding this Bid	
8	Telephone No. (With STD Code)	
9	E-mail ID of Contact Person	
10	Website if any	

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

To be enclosed:

1. Documents certifying Bidder's legal status i.e. certificate of incorporation /registration.
2. Latest brochures/ organization profiles, etc

ANNEXURE VII: Format for Financial Information of Bidder's Organization
(To be submitted and signed by the Bidder's authorized signatory)

To

Chief Executive Officer (CEO),
Bareilly Smart City Limited (BSCL),
Civil Lines, Nagar Nigam Bareilly,
Bareilly- 243001, Uttar Pradesh

Date:

Sub: "Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited."

Sir,

We hereby submit our Financial Information for the captioned project.

S.No.	Parameters	FY 2016-17	FY 2017-18	FY 2018-19
1	Annual turnover In INR.			
Average annual turnover for the last three financial year				

Note: To be certified by Statutory Auditor/ Chartered Accountant.

Authorized signatory:

Name of Authorized signatory

Name and seal of Bidder:

Date:

Place:

ANNEXURE VIII: Format for Completed Project and Operation & Maintenance Experience in similar nature during Last Seven Years

(To be submitted and signed by the Bidder's authorized signatory)

To
Chief Executive Officer (CEO),
Bareilly Smart City Limited (BSCL),
Civil Lines, Nagar Nigam Bareilly,
Bareilly- 243001, Uttar Pradesh

Date:

Sub: "Design, Supply and Construction of Foot Over Bridge on EPC mode in Bareilly under Bareilly Smart City Limited"

Sir,

We hereby submit our project experience for the captioned project.

Table-1

S.No	Description of Project/ Scope of Work	Details and number of Projects developed & commission	Name of the Client	Contract Period	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					
S.No	Description of Project/ Scope of Work	Number of Projects Operated and Maintained successfully	Name of the Client	O&M Period (from –to)	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					

Supporting documents such as copies of Work Order/Contracts/LoAs/Completion Certificate/end user certificate to attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

Authorized signatory:
Name of Authorized signatory
Name and seal of Bidder:

Date:

Place:

ANNEXURE IX: Bidder's Understanding of Concept, Scope of Work and Project Requirement, Work Plan and Manpower Deployment for performing the assignment

Bidders Understanding of the TOR, Concept Plan and work programme for this assignment are to be elaborated in these sections, broadly under following sections:

- a) Understanding the concept
- b) Scope of Work and
- c) Project Requirement
- d) Work Plan & Methodology

The write up should explain Bidder's insight with respect to the objectives of the assignment, approach to the items, and methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should also explain the technology adopted and methodologies propose to adopt and highlight the compatibility of those methodologies for the supply of desired items.

Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approval by BSCL), and deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into feasible working plan. The work plan should be consistent with the suggested work Program of the Bidder.

Authorized signatory:

Name of Authorized signatory

Name and seal of Bidder:

Date:

Place:

ANNEXURE X: Format for Power of Attorney for Signing of Proposal

(To be given by the Bidder on non-judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, we/ I (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging **"NAME OF THE PROJECT"**, Uttar Pradesh in the country of India, including signing and submission of all documents and providing information/responses to BSCL, representing us in all matters before BSCL, and generally dealing with BSCL in all matters in connection with our Bid/ Proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted.....

(Signature)

(Name, Title and address) of the Attorney

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Sl. No.	Item description	Quantity	Rate	Total (including GST)	
				Amount Rs. (in figures)	Amount Rs. (in Words)
1	Design, supply and construction of foot over bridge at District Hospital on ETC made in Bareilly, under Bareilly District Civil Hospital	1 lump sum			

RFP PART- II
Financial Bid format

PROPOSAL FOR Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited (On the Letterhead of Bidder)

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

Sub: Financial Bid for Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited.

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: **“Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited”.**

b) Location Plan and Specifications: The location plan and specifications as detailed in bid document and DPR.

c) Scope as defined in NIT part I under Section IV.

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

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

Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited					
BOQ					
S.No.	Item description	Quantity	Rate	Total (Including of GST)	Total (Including of GST)
			Amount Rs.	Amount Rs. (In Figures)	Amount Rs. (in Words)
1	Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited	Lump sum			
TOTAL					

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

Draft Letter of Intent

To,
XXXXXXXXXX,
XXXXX ,

Ph:

Subject: - Letter of Intent (LOI) for “Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited”.

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

Dear Sir,

We refer to the tender published on XX/XX/2020 on e-tender website and technical bid opened on XX/XX/2020 in response to the invitation for Bids for **“Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly under Bareilly Smart City Limited”** is pleased to inform you that your Bid has been accepted by the BSCL.

You have been selected as the Preferred Bidder for the captioned project at the Contract Price of (inclusive of GST) **Rs. X/- + 18% GST (Rs.X) = Rs X /-** [IN WORDS] (hereinafter referred to as the **“Contract Price”**). This Contract price is subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price will be inclusive of all applicable taxes, duties, statutory charges, levy and any other charges as applicable from time to time. The payment will be made as per the payment conditions mentioned in the bid document.

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400**.

The bidder shall execute an agreement/contract for the fulfilment of the contract on non-judicial stamp paper of Rs.100/- within 10 (Ten) days from the date of issuance of letter of intent.

The Bidder shall furnish an affidavit on a stamp paper of Rs.10/- stating that if there is any change in the govt. guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp papers of appropriate value. In the event of failure, the BSCL shall have full rights to recover the balance stamp duty from the Bid Security deposit.

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

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

Agreed and Accepted

Draft Contract Agreement

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

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

THIS AGREEMENT is made onday of, 2019 between **Bareilly Smart City Limited**, a company incorporated under the Companies Act, 2013 having its CIN No. as U93000UP2018SGC102746 and its Registered Office at "C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001", (hereinafter referred to as "Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART**

AND

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

WHEREAS the Owner, desirous of associating with the Contractor for "**Design, Supply and Construction of Foot Over Bridge at District Hospital on EPC mode in Bareilly 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 Contractor had submitted its Bid for the said Project under its Letter dated (as hereinafter referred to as the "Bid").

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

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

Article - 2.0 - Date of commencement of Contract

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

Article - 3.0 - Contract Documents

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

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

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

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

Article - 4.0 - Scope of Work

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

Article - 5.0 - Contract Price

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

Article - 6.0 - Contract Schedule

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

Article – 7.0 – Owner’s Engineer Functions

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

Contractor and the Owner's Engineer. This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic. M/s has furnished an Amount of Rs..... through NEFT/RTGS onvide Txn No. along with the EMD Deposited of Rs.in the account of Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400 vide Txn No. as Security Deposit for the **Tender ID No :** Hence the total requisite amount for the agreement is Rs...../- has been furnished by M/s

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

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

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

Witness:

- 1.
- 2.

