

## REQUEST FOR PROPOSAL

**Name of the Work:** Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited



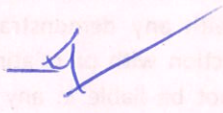
**Smart City**  
MISSION TRANSFORMATION

**BAREILLY SMART CITY LIMITED (BSCL)**

**BAREILLY**

**(UTTAR PRADESH, INDIA)**



  
**Vinod Garg**  
Project Director  
Cum  
Team Leader  
PMC, BSCL

**Employer: -**

**Bareilly Smart City Limited (BSCL)**

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

Email: ceo.bscl01@gmail.com



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

Ref No: -BSCL/2020-21/434

Date:- 07/09/2020

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

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

1.	Detailed NIT and Bid Document shall be available on: - <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and <a href="http://www.bareillysmartcity.in">http://www.bareillysmartcity.in</a>
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: <a href="mailto:ceo.bscl01@gmail.com">ceo.bscl01@gmail.com</a>

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

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

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly



## 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)

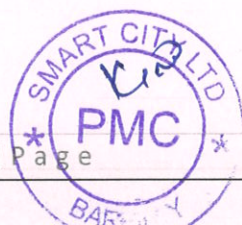
Letter No. BSCL/2020-21/434

Dt. 07/09/2020

**NATIONAL COMPETITIVE BIDDING THROUGH E-PROCUREMENT**

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites unconditional lump sum rate Bids on PPP 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 through online in above mentioned account number or through Bank Guarantee of Nationalized Bank in favour of **Chief Executive Officer, Bareilly Smart City Limited, Bareilly**. 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)

Sl. No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited	75 Lakhs	11800	12 Months





Time schedule for Bidding:

S. No	Description	Critical Dates	
1	Upload/Publish of RFP	10/09/2020	11:00 AM
2	Bid start Date/Time of RFP	10/09/2020	11:00 AM
3	Pre-Bid Meeting	18/09/2020	11:00 AM
4	Bid Closing Date/Time of RFP	8/10/2020	3:00 PM
5	Technical Bid Opening Date/Time	9/10/2020	3:00 PM
6	Financial Bid Opening Date/Time	To be notified	

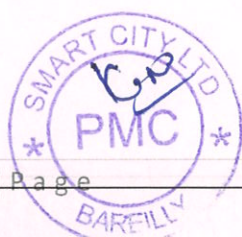
1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website [www.bareillysmartcity.in](http://www.bareillysmartcity.in) (for view and download only).
2. Subsequent corrigendum, if required, shall appear in these websites.
3. Authority reserves the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

Chief Executive Officer,  
Bareilly Smart City Limited,  
Bareilly.



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## 1. PROJECT PROFILE

### 1.1 PROJECT PROFILE

Bareilly Smart City Limited (BSCL) has the long-term 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 (SKYWALK) is the grade separator which can effectively separate pedestrians from non-motorized vehicles like cycles, cars and rickshaws. Skywalk while adorning the cityscape, efficiently disperse the pedestrians from congested areas to strategic locations, such as bus stands, Rickshaw stands, Junctions, shopping areas, etc. Many eye-catching skywalks in the world have become a favorite tourist spot because of their elegant design, ease of commuting and pleasant city view from a height.

In a bid to ease traffic congestion from Gandhi Udhyan to Chowki Chauraha to Moti Park with approximate length of 2.5 Km, BSCL has decided to build a skywalk in the ABD area. BSCL has already conducted a topographical survey of the land parcels while the successful bidder is required to conduct his own survey before submitting his engineering drawings. BSCL wishes to construct a steel intensive skywalk with minimum interference with regular road activities, keeping the functionality intact. The skywalk 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 most economical and aesthetically pleasing and relevant design and detail drawings for construction of Skywalk, which to be integrated with FOB (Foot Over Bridge) at District Hospital. The task is to prepare a proposal that should have the following scope:

1. Development of design of Skywalk with revenue generation area for Advertisement, Kiosk and inclusion of Smart features such as Fire & Security, Public address system Etc.
2. Development of an Economical and Aesthetic structural and blend with surrounding spaces within the specified requirement for construction of Skywalk
3. Cost estimation as per the format and items provide in the RFP
4. Development of 8 Access point in the form of Foot-over-Bridges as shown below in the image of the focus area
5. The proposed Skywalk to be constructed along the central median from Gandhi Udhyan to Chowki Chauraha to Moti Park.
6. Provision of Kiosk space along the walkway and underneath the staircase for additional revenue.

### 1.2 FEATURES OF THE PROJECT

BSCL has specified the following requirements to be considered for the proposed project:

1. Site Location: Bareilly
2. Total Length of the Skywalk: 2550m
3. Column spacing: As per the Design Scheme of the Interested Participant
4. Preferably 2-legged Trestle: All other grids
5. Minimum Vertical clearance from Road Level: 6.3 m from finished road level
6. Width of walkway (Deck & Stair): 2.8 m Rectangular/Oval shaped or any other aesthetic shape keeping the walkway flat
7. Roof Structure: To be covered with color coated steel sheet /tensile roofing with structural frame or any other Material as chosen by the Participant
8. Head room at top of deck and stair: 2.5 m
9. Approach Stair: At both ends of junction
10. 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
11. Side Cover: Open/Advertisement Boards
12. Railing Height: 1.4 m
13. Flooring: RCC Slab with Kota Stone flooring
14. Assumption for SBC: 10 tonnes/Sqm



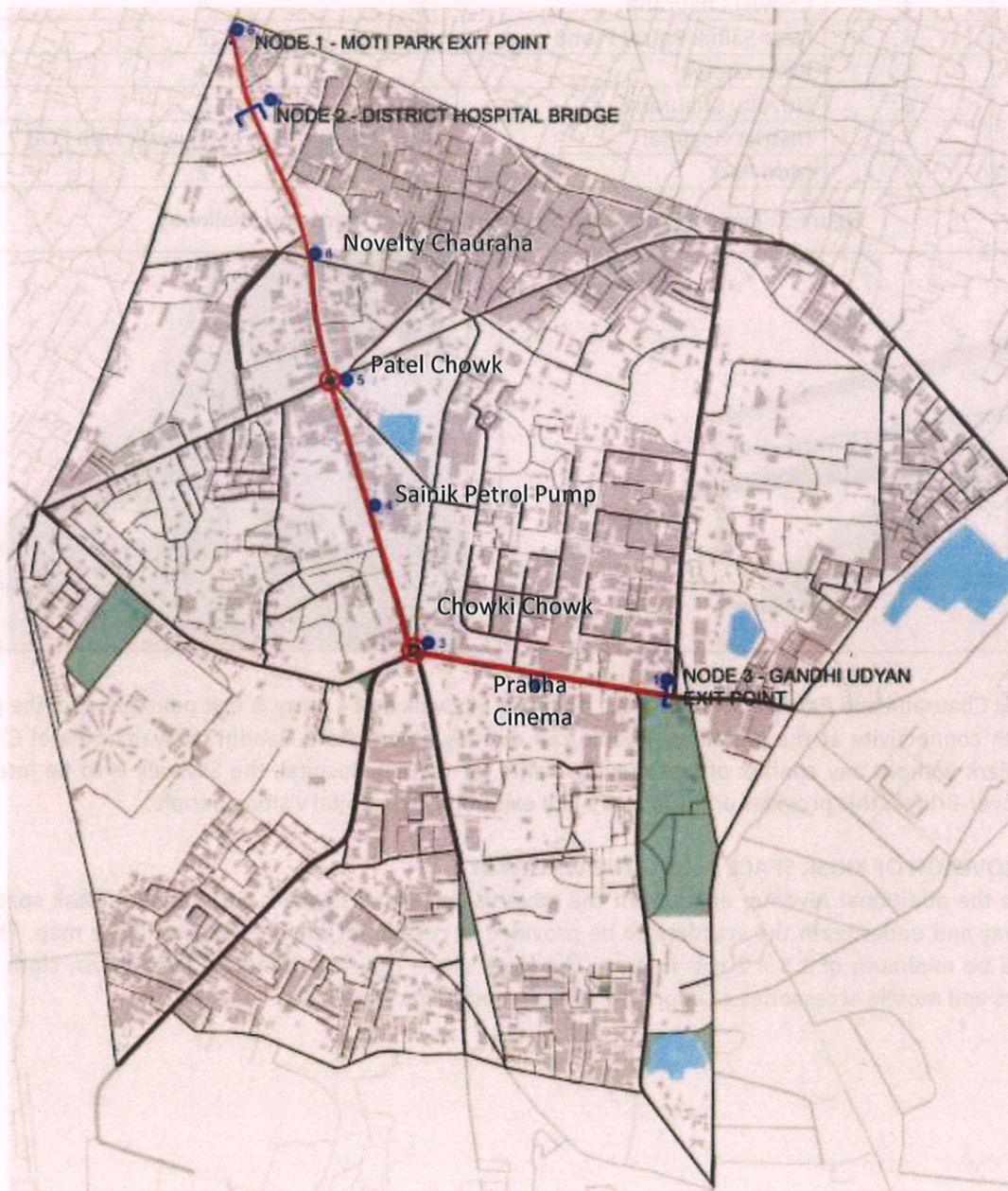
### 1.3 RATIONAL FOR SITE SELECTION

Being a high-density area with high footfalls owing to the presence of prominent commercial and wholesale spaces, this area faces a dual issue of parking as well as a subpar pedestrian experience. With the upcoming Road Proposal, the need for well-planned parking facilities as well as measures to enhance pedestrian movement and inter-modality is being looked into. The passage for the skywalk is selected inside the ABD based on the functions of the Roads. Roads from Gandhi Udhyan to Chowki Chauraha and from Chowki Chauraha to Moti Park are one of the busiest routes in the ABD area and thus have been proposed for grade separated pathway in the form of Skywalk.

### 1.4 LOCATION OF SKYWALK AND FOB IN ABD AREA WITH ACCESS POINTS

Skywalk is planned as shown in the figure below with access nodes at 8 locations. All the access point shall be planned with staircase. Starting point/end Point of the Skywalk shall be Novelty Chowk and Gandhi Udhyan whose sample/tentative layout is given below.

Figure 1: Location Map Skywalk and Access points





### 1.5 AVERAGE RIGHT OF WAY ALONG THE ROADS

S No.	Road Name	Average ROW	Length of the Roads
1	Gandhi Udyan to Chowki Chauraha	30m	750 m
2	Chowki Chauraha to Patel Chowk	30m	800 m
3	Patel Chowk to Novelty Chowk	40m	340 m
4	Novelty Chowk to Moti Park	18m	660 m
Total length of Sky Walk			2550 m

### 1.6 LOCATIONS OF NODES FOR ENTRY AND EXITS POINTS:

The Skywalk will have total 8 locations for entry/exit. These nodes will have Ramps and stair cases.

Sl. No.	Location	Entry & Exit points
1	Gandhi Udhyan	2
2	Near Prabha Cinema	2
3	Chowki Chauraha	4
4	Near Sainik Petrol Pump	2
5	Patel Chowk	4
6	Novelty Chauraha	2
7	District Hospital	*Integration of Skywalk with FOB
8	Moti Park	2

Figure 2: Typical Cross-section of Entry & Exit Point and Walkway



Chowki Chauraha and Patel Chowk will have a circular Skywalk and 4 entry & exit points to give the pedestrian a smooth connectivity at the junctions. People can directly access from Gandhi Udhyan to Patel Chowk and to Moti Park without any conflict of fast moving traffic. At District Hospital, the Skywalk is to be integrated with Foot-over-Bridge; this provides another entry and exit point to hospital visiting people.

### 1.7 PROVISION OF KIOSK SPACE ALONG THE WALKWAY

To get the additional revenue apart from the advertising on the skywalk, 50 numbers Kiosk space along the walkway and underneath the staircase to be provided at certain locations as shown in the map. The Kiosk size should be minimum of 1.5 x 2 mts in area. The kiosk space can be utilized for food items, cloth shops, ATM centers and mobile accessories as approved by BSCL and Nagar Nigam etc.



Figure 3: Typical Cross-section design on Skyway

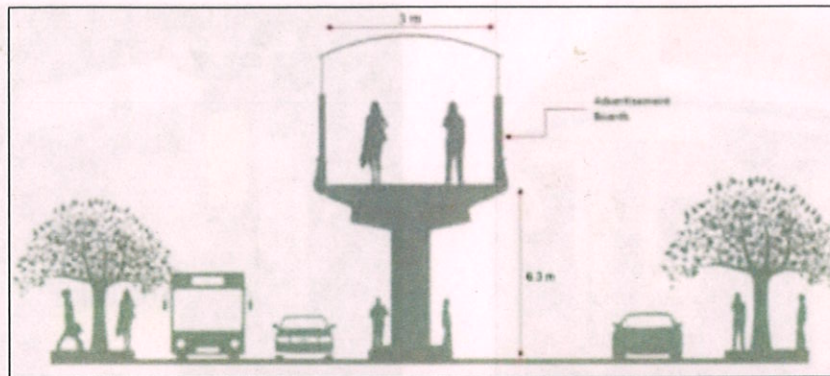


Figure 4: Typical Cross-section Kiosk design on Skywalk

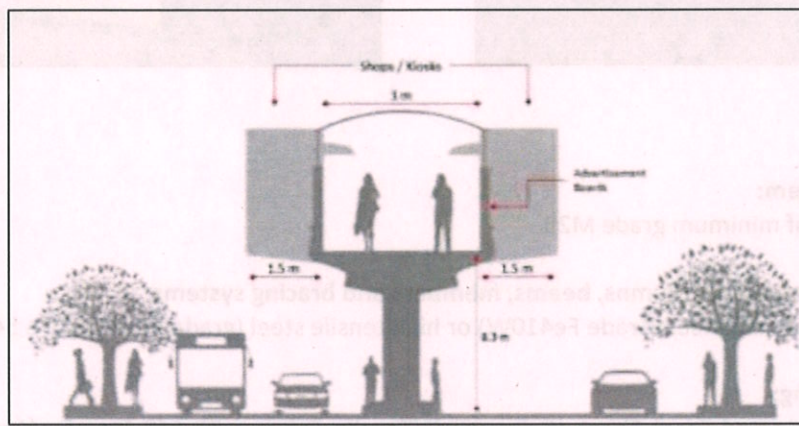


Figure 5: Location Map of Kiosk Space

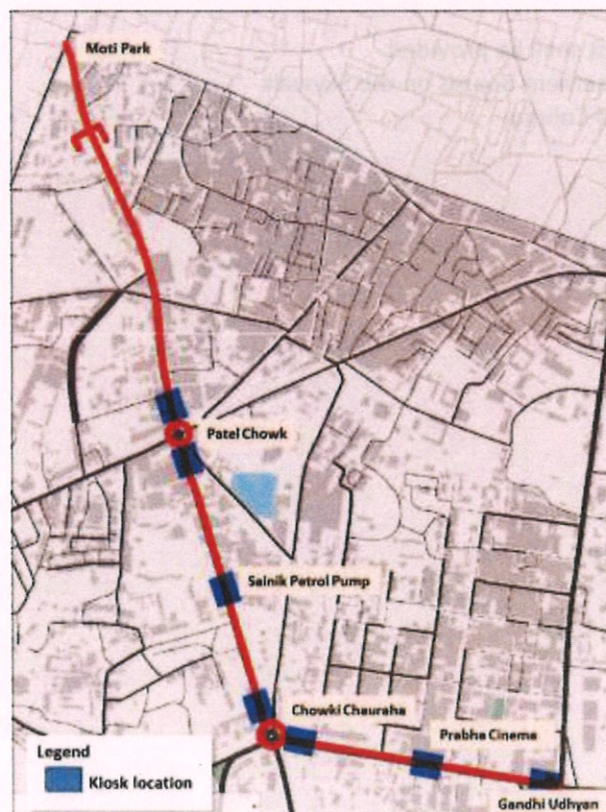




Figure 4: Tentative Kiosk design



### 1.8 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

#### Advertisement Area:

Two types of Advertisement shall be provided

1. Acrylic Backlit Advertisement Boards on the Skywalk
2. Advertisement around Column



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

1. **"Applicable Laws"** means all laws which are applicable but not limited to , statutes, customs, conventions, regulations, rules, by-laws, judgments, decrees, injunctions, writs and orders of any Court as well as administrative and judicial directives, notifications,, as for the time being in force during, before and after the subsistence of this Agreement.
2. **"Bidder"** means a single entity submitting the proposals.
3. **"BSCL"** shall mean the Bareilly Smart City Limited.
4. **"Clearance"** shall mean, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project
5. **"Commercial Charges"** shall mean the Tariffs as per Municipal Corporation guidelines levied by the concessioner for Skywalk users and charges for display of advertisements on such ad boards on Skywalk.
6. **"Concession" or "Concession Agreement"** shall mean and include this signed Concession Agreement (including the Schedules of the Concession Agreement, the "Letter of Intent" issued by BSCL, the written clarification(s), addendums, amendments, all annexure, forms etc attached therewith to the RFP Document issued subsequently to the Bidders and all other documents/papers attached as annexure/ appendix therewith).
7. **"Concessionaire"** shall mean the Successful Bidder shall include its Successors, assigns, directors, officials, managers, substitutes,
8. **"Concessionaire's Representative"** means the Persons appointed by Concessionaire for the execution of this project
9. **"Concession Period"** shall mean the period for which this Concession is granted, commencing from the Compliance Date unless the termination or transfer of the project along with all the assets and liabilities takes place.
10. **"Compliance Date"** shall mean the date of issuance of any Certificate of Compliance by the Concessioneing Authority and/or Competent Authority with regard to execution of the works in furtherance to this Agreement.
11. **"Development/Installation"** shall mean the Construction and Installation of Skywalk as per the Project Report approved by the Concessioneing Authority and/or Competent Authority and in accordance with all schedule provided in this document and all other provisions of the Concession Agreement including the Schedules, all annexure, appendixes, addendums, amendments to this Agreement.
12. **"Tender/ Bid/ Proposal"** shall mean the Concessionaire's quoted Financial Proposal and detailed Proposal for the Project, including the Concessionaire's Proposal, submitted to the Concessioneing Authority and as accepted by the Concessioneing Authority.
13. **"Termination Date"** shall mean the date on which this Concession Agreement gets terminated by efflux of time and/or by issuance of a Termination Notice and/ or transfer of the project and/or stands extinguished by operation of law for the time being in force.



14. **"Termination Notice"** shall mean the communication served in accordance and compliance with this Concession Agreement by a Party to the other Party for terminating this Concession Agreement at the last disclosed or known address by electronic mail and/or by postal mode and/or by courier service and/or by hand service but not by way of under certificate of posting and/or in violation to the period and procedure agreed here under.
15. **"Termination Payment"** shall mean the amount payable by the Concessioneing Authority to the Concessionaire upon the termination of this Concession Agreement as per specific provisions of this Agreement.
16. **"Third Party"** shall mean any Person, real or judicial, or entity other than the Parties to this Concession Agreement who shall be claiming and/or litigating under respective parties.
17. **"Last three financial years"** means 2016-17, 2017-18 & 2018-19
18. **"Similar Work"** means Design, Supply and Installation/Construction of Skywalk/ FOB (of atleast 50 Mtrs in length) in at least one location.



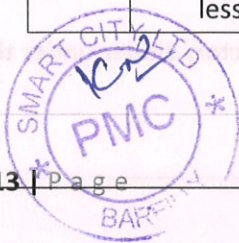
**RFP PART-I: SECTION-II**  
**DETAILED TENDER NOTICE**

Bid shall be submitted in 2 separate parts:

1. **Pre-Qualification Criteria and Technical Eligibility**
2. **Financial Bid**

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

S.NO	Pre- Qualification criteria	Supporting document
1	The Sole Bidder/Lead Bidder should provide details of the company	<p>The Bidder should be Proprietorship / Partnership firm /company registered in India under Companies Act, 1956/2013.</p> <p>The Bidder should enclose any of the following documents as applicable.</p> <p>Proprietorship Registration Certificate</p> <p>Partnership Deed</p> <p>Certificate of Incorporation (Col) from Registrar of Companies.</p> <p>Articles of Association (AoA) and Memorandum of Association (MoA).</p> <p>Annual Report for the last three financial years.</p>
2	Bidder should have an average annual turnover more than Rs.44.0 Crore or equivalent during the last 3 financial years from FY (2016-17, 2017-18, 2018-19)	<ul style="list-style-type: none"> <li>▪ Copy of audited financial statements for last 3 financial years.</li> <li>▪ Certificate from CA for revenue from IT Components segment.(Annexure VII)</li> </ul>
3	<p>Successful completed project experience of constructing Skywalk and Foot-over-Bridge (i.e. FOB with minimum length of 50 mts and more) in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU/Reputed Private limited Firm in the last 7 years.</p> <ul style="list-style-type: none"> <li>▪ One similar work costing not less than the amount equal to 59 Crores.</li> <li style="text-align: center;">or</li> <li>▪ Two similar works each costing not less than the amount equal to 37 Crores.</li> <li style="text-align: center;">or</li> <li>▪ Three similar works each costing not less than the amount equal to 29 Crores</li> </ul>	<ul style="list-style-type: none"> <li>▪ Copy of Work Order document and</li> <li>▪ Copy of Work completion certificates.</li> </ul>





S.NO	Pre- Qualification criteria	Supporting document
4	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/Central Govt./UT of Administration/ Semi-Government Organization/ PSU.	<ul style="list-style-type: none"> <li>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)</li> <li>Self-Attested Declaration by Authorized Signatory (format Annexure II)</li> </ul>
5	The bidder should have a valid GSTIN, PAN and PF .	Copy of the certificate of GSTIN, PAN and PF certificate.
6	Tender fee	Scanned Copy of transaction slip / receipt of RTGS / NEFT to be submitted online
7	Tender EMD	Scanned Copy of transaction slip/receipt of RTGS/NEFT/ BG (Bank Guarantee from a Nationalized Bank in Favour of Chief Executive Officer, Bareilly Smart City Limited, Bareilly) to be submitted online.
8	No Relationship Certificate	(As per format Annexure I)

*Note: Proposals not conforming to the above requirements shall liable to be rejected.*

The bidders are required to meet the below mentioned eligibility criteria. Relevant document as specified above have been attached.

S.NO.	Parameter	Required Document
1	Company Competence (Refer detailed point system)	Audited Financial Statement/Auditor Certificate to be submitted.
2	Successful completed project experience of constructing Skywalk and Foot-over-Bridge (i.e. FOB with length of 50 mts and more) in any Ministry/State/ Central Govt. / UT Administration/ Semi-Government Organization/ PSU/Reputed Private limited Firm in the last 7 years.	Proof of experience in the form of client citations and work completion certificates to be submitted.
3	Technical Experience/Expertise of Developed Work Demonstration of previously developed Skywalk / Engineering technology bidding agency in previous projects	Detailed Documents and Site Visits.
4	Presentation on Methodology and Approach of their previous Projects, Detailed Project Plan, Quality of service etc.	Presentation and Technology Proposal along with bid.

- EMD are as per requirement.
- The offer is for entire work and not for part of the work.
- The price quoted is all inclusive and not open ended.

*NOTE: Proposals not conforming to the above requirements shall be rejected.*

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





- If any of the above documents is found missing or incorrect, then the bid will be disqualified.
- Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by the Client.

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

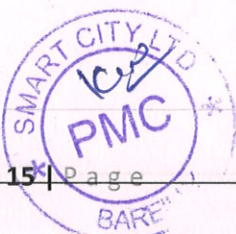
- Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.
- And/ or
- A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

**a. 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** –Highest Price to Lowest Price. The Highest Bidder will be selected for the contract if he/she qualifies in all the terms and conditions kept by BSCL.

**Drawl of Agreement:** If H1 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 H2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that H2 bidder negotiates his/her/their rate and terms and conditions as per with the rate quoted by the H1 bidder, otherwise the tender will be cancelled.





## INSTRUCTIONS TO BIDDERS

### Introduction

- a) As a part of the Smart City Plan, Bareilly Smart City Limited will like to make Skywalk of 2.5 kms. This project will create an interesting element in the urban scape of Bareilly and facilitate the pedestrians to walk freely with safety. Bareilly Smart City Limited (BSCL) intends to develop Skywalk under Public Private Partnership (PPP) mode in Bareilly, Uttar Pradesh, India.
  - b) This Request for Bid for setting up of Skywalk including Designing, financing, constructing / installing, operating and maintaining of Skywalk through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Bareilly City for a period of thirty (30) years.
  - c) An Agreement will be drawn up between the Bareilly Smart City Limited (BSCL) (the "Concessioneing Authority"), and the Successful Bidder/ Concessionaire (the "Concession Agreement").
  - d) A "Single Stage, Two Part" Bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this RFP document. This qualification assessment would be carried out as part of the current Bidding and evaluation process. The Financial Bids of only those Bidders that possess the minimum Technical Qualification Conditions and other relevant documents (as per the formats provided in section-IV) would be opened and evaluated.
  - e) The RFP document contains information about the Project, Bidding process, Bid submission, qualification and Financial Bid requirements.
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.bareillysmartcity.in](http://www.bareillysmartcity.in) (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/BG in favor of Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid. EMD of the successful bidder shall be adjusted with the security deposit.
  4. Regarding submission of original documents as a prime component of Part-I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
  5. The on-line technical bids received shall be opened at Time 3:00pm on Dt 09/10/2020 in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt 09/10/2020 for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at Time 3:00pm 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 (H2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of H2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.
8. The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the intended works are to be executed and submit their bids accordingly.
9. In case of any inconsistency or contradiction among different clauses/ conditions/ instructions/ information furnished in this tender call notice/ RFP, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the agreement to be drawn by BSCL with the successful bidder, conditions to be stipulated in the agreement shall be followed for all practical purposes unless any of those condition(s) is/are found redundant/inapplicable and inconsistent with the relevant provisions, as issued and amended till the date of invitation of this tender. In case of any dispute between the selected bidder and BSCL regarding such overriding effect, decisions of BSCL shall be final and binding without prejudice to the remedies available to either parties under law of the nation (India), Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly. For legal dispute(s), if any, the matter shall be settled within the jurisdiction of Bareilly Court.
10. 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**

**1.1. Instructions for Online Bid Submission**

1. Instructions to the Bidders to submit the Bids online through the procurement portal <http://etender.up.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/Bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrolment in the e-Procurement site. During enrolment/registration, the Bidders should provide only valid and true information. All the correspondence shall be made directly with the contractors/Bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
5. The registered DSC only should be used by the Bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. Any clarifications may be sought online through the tender site, through the contact details or during pre-Bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the Bids online.
8. It shall be deemed that the Bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete Bid shall stand rejected.
9. While submitting the Bids online, the Bidder should read the terms and conditions and shall accept the same to proceed further to submit the Bid.
10. The Bidder has to digitally sign and upload the required Bid documents as indicated. The very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the Bid document including General Conditions of contract (GCC) without any exception.
11. The Bidder has to upload the relevant files required as indicated. In case of any irrelevant files, the Bid may be rejected.
12. The Priced-Bid/BOQ template shall not be modified /replaced by the Bidder; else the Bid submitted is liable to be rejected for the tender.
13. The Bidders are advised to submit the Bids through online e-tendering system to the Tender Inviting Authority well before the Bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of Bids online by the Bidders.

**The evaluation of the Bids will be completed in 2 Steps**

**A. Step 1 – Opening of Technical Bids and Technical Evaluation.**

**B. Step 2 – Opening of Financial Bids of technically qualified Bidders**





- a) The entire Bidding process has been explained elaborately in clause 1.1 of Section-I of this RFP document.
- b) The Successful Bidder shall be issued Letter of Intent (LoI). After issuance of the LoI in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Intent (LoI), the Successful Bidder shall submit the required Performance Security and enter into a Concession Agreement with BSCL within 10 (ten) days from the date of issuance of the LoI.

## 1.2. Fee and Deposits to be paid by the Bidder

### 1.2.1 Earnest Money Deposit

- (i) The Bidder has to submit EMD online/ BG (Bank Guarantee) along with the Bid of **Rs 75,00,000/-** only through online transfer to qualify himself for Technical evaluation.
- (ii) The EMD of the unsuccessful Bidder shall be returned after the signing of the Concession Agreement.
- (iii) Any Bid/ Bid submitted without the EMD as specified shall be summarily rejected.
- (iv) The EMD of Bidders whose Bid is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Bid by BSCL to the Bidder. The EMD shall be forfeited by BSCL, in the following cases:
  - a) If the Bidder withdraws his Bid/ Bid after Technical Bid opening and during the Bid Validity Period.
  - b) If the Successful Bidder fails within the specified time limit to sign the Concession Agreement.
  - c) If the Successful Bidder fails within the specified time limit to furnish the required Performance Security.

**Note:** The financial Bid of the technically qualified Bidder will be opened in the presence of Bidders who chose to attend. As per this RFP, the financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with BSCL per month will be marked H1 and subsequently H2, H3 etc. If two or more Bidder quoted same value of revenue sharing in financial Bid then the Bidder has maximum successfully implemented projects in past 7 years in technical evaluation will be declared H1. EMD of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and BSCL. The "EMD" of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. The EMD of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.

### 1.2.2 Performance Security

The Successful Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide a Performance Security of **INR 3.70 Crores** (Indian Rupees Three Crores Seventy Lakhs Only) including EMD to BSCL within 10 (Ten) days of issuing of the Letter of Intent from the BSCL in the format provided in section IV. The Performance Security shall be submitted in the form of FDR or bank guarantee pledged in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or **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.





## **Bids for Bidders**

Bidder shall quote his Bid for whole stretch of Skywalk mentioned in this RFP document. Incomplete Quote may lead to disqualification for the Bidder.

### **1.3 Due Diligence, Inspection and Investigation**

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Project and Project sites and information/ data provided by BSCL in this RFP Document, when they submit the Bid. Interested Bidders are advised to visit and inspect the proposed sites at their own expense. Failure to investigate the sites, whereupon the Skywalk shall be constructed or their subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after submission of his Bids/Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project and its operation & maintenance for the entire concession period.

### **1.4 Right to Reject Bids**

BSCL reserve the right to reject any / all Bids including the highest Revenue Sharing Bid or withdraw the invitation of the Bid at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon BSCL of any type whatsoever.

### **1.5 Misrepresentation / Fraud / Breach of Terms and Conditions**

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this Bid/ Bid, the Bid/ Bid will be cancelled by BSCL. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

### **1.6 Disputes**

Any issue, difference of opinion, or dispute between any Successful Bidder and the Authority (BSCL) pertaining to any aspect of the present Bidding process, shall be settled within jurisdiction at Bareilly.

### **1.7 Bidding Procedure and Schedule**

#### **1.7.1 Pre-Bid Meeting**

- a) The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of BSCL.
- b) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.

#### **1.7.2 Amendment of RFP**

- a) At any time prior to the Bid Due Date, BSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document through the issuance of Addenda/corrigendum.
- b) In order to give the Bidders reasonable time to take an Addendum into account, or for any other reason, BSCL may, at its discretion, extend the Bid Due Date.
- c) BSCL, at its sole discretion, retains the right, but is not obliged, to extend the Bid Due Date by issuing an Addendum.



#### **1.7.3 Preparation and submission of Bid**

- a) Bidders shall furnish the information strictly as per the formats given in section –IV of this document without any ambiguity. BSCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- b) All Bids shall be signed by the duly "Authorized Signatory" of the Bidder.
- c) All signatures in the Bid documents shall be dated.
- d) Any firm which submits or participates in more than one Bid for the said Project shall be disqualified.

#### **1.7.4 Language and Currency**

- a) The Bid and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid/ Bid is in any other language, the same will be supported by an English translation (duly authenticated).
- b) The currency for the purpose of the Bid/ Bid shall be Indian National Rupee (INR).

#### **1.7.5 Bidder's Responsibility**

- a) It would be deemed that prior to the submission of Bid, the Bidder has made a complete and careful examination of:
  - The requirements and other information set forth in this RFP document.
  - The various aspects of the Project including, but not limited to the following:
    - The existing facilities and structures (if any), access roads and public utilities in the vicinity of the Project;
    - All other matters that might affect the Bidders performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.
- b) BSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document shall be rejected.

#### **1.7.6 Facility Visit**

- a) The Bidders prior to submitting their Bid/ Bid for the Project, are expected to visit and examine the Project sites and surroundings at his/her own expenses, the land to be offered by BSCL "as is where is" basis and ascertain on their own responsibility, information, technical data, traffic data, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- b) It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the proposed sites whether he inspects it or not.

#### **1.8 Left Blank Intentionally**

#### **1.9 Modification and Withdrawal of Bids**

- a) No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date.
- b) Withdrawal of a Bid during the interval between Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the EMD.
- c) BSCL reserves the right to reject any Bid, if
  1. It is not signed.



2. The information and documents have not been uploaded as requested and in the formats specified in the RFP.
3. There are inconsistencies between the uploaded Bid and the supporting documents.
4. It provides the information with material deviations.

**Note:** A material deviation or reservation is one:

- i. which affects in any substantial way, the scope, quality, or performance of the Project, or
  - ii. which limits in any substantial way, inconsistent with the RFP document, BSCL's rights or the Bidder's obligations, or
  - iii. Which would affect unfairly the competitive position of other Bidders" presenting substantially responsive Bids.
- I. No request for modification or withdrawal shall be entertained by BSCL in respect of such Bids.

#### 1.10 Evaluation of Bids

The evaluation will be done in 2 Steps as explained below:

- a) In Step-I, scanned copy of RFP Tender fee, EMD and Affidavit of Correctness of Bid shall be checked. Bids without the appropriate EMD, Tender fee and Affidavit shall be rejected. The Technical Bids of only those Bidders whose EMD, Tender fee and Affidavit are found correct shall be then downloaded and evaluated and there after technically qualified Bidders shall be qualified for the financial opening.
- b) In Step-II of evaluation, the Financial Bids shall be downloaded and evaluated. The financial Bid of the technically qualified Bidders will be opened in the presence of Bidders who chose to attend. As per this RFP, the Financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with BSCL per month will be marked H1 and subsequent Bidders as H2, H3 etc. This revenue sharing is the combined value for the Skywalk. EMD of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and BSCL. The "EMD" of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. The EMD of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.
- c) Financial Bids of Bidders who do not qualify the Step-I of evaluation shall not be opened.

#### 1.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. BSCL will treat all information submitted as part of all Bids in confidence and will insist that all who have access to such material treat it in confidence. BSCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.



### 1.12 Code of Integrity

Any person participating in the procurement process shall, -

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Impairing or harming or threatening to indulge in any coercion including to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.

### 1.13 Conflict of Interest

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in this Bidding process if, including but not limited to:

- a) Receive or have received any direct or in direct subsidy from any of them; or
- b) Have the same legal representative for purposes of this Bid; or have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
- c) The Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- d) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or
- e) The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.

### 1.14 Acceptance of the Bid

- a) BSCL shall issue Letter of Intent (LoI) to the Successful Bidder for the Project.
- b) The Successful Bidder is required to send his acceptance on the LoI issued within seven (7) days from the date of its receipt.
- c) BSCL shall retain the right to withdraw the LoI in the event of the Successful Bidders failure to accept the LoI within the time limit specified in the above clause.
- d) In this event, BSCL shall forfeit the EMD of the Successful Bidder.



### 1.15 Execution of Concession Agreement

- a) The Successful Bidder is required to sign the Concession Agreement within 10 (Ten) days from the issuance of the Lol but prior to signing of the Concession Agreement, the Successful Bidder/ Concessionaire must submit the required Performance Security within the specified time.
- b) The cost of stamp duty for execution of Concession Agreement, registration charges and any other related Legal Documentation charges and other incidental charges shall be borne by the Successful Bidder.
- c) In case of failure to sign the Concession Agreement within the stipulated time, BSCL shall retain the right to cancel the Lol and forfeit the Successful Bidders EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Successful Bidder.

### 1.16 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done in 2 decimals places, with the third digit of 5 or above rounded up and below 5 belong down except in Fee calculation which shall be rounded off to nearest Rupee Hundred (100).

### 1.17 Ambiguities within Agreement

In case of ambiguities or discrepancies or conflict within this Agreement if the principle of harmonious construction relating to the interpretation of statutes and construction of deeds is not possible or results in absurdity then the following principles shall apply:

- a. Between two Articles or more of this Agreement, the provisions of specific Article relevant to the issue under the consideration shall prevail over Article; and
- b. Between the Articles and the Schedules, the Articles shall prevail, save and except as expressly provided in the Articles or the Schedules; and
- c. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; and
- d. Between the written description on the Drawing and the specific written dimension, the latter shall prevail; and
- e. Between any value written in numerals and that in words, the later shall prevail. And
- f. Between the former part and later part, the later shall prevail;
- g. Between this document & any documents, the later shall prevail;

### 1.18 Concession

#### 1.18.1 Grant of Concession

Subject to and in accordance with the terms and conditions as agreed herein, the Concessioneing Authority hereby grants the Maximum Revenue sharing as quoted in Financial Proposal of RFP document by the concessionaire, commencing from the Compliance Date, including the exclusive right, license, authority and authorization during the subsistence of this Agreement, including extension thereof, to develop, upgrade, operate, maintain, and manage the Project and enjoy its benefits for the Concession Period. Subject to and in accordance with the terms and conditions set forth in this Concession Agreement, the Concession hereby granted shall entitle the Concessionaire, the exclusive right and authority to undertake the following in accordance with the provisions of this Concession Agreement, the Applicable Laws and the Applicable Permits:

- a. To upgrade and implement the Project as per the Scope of Work of the Project more specifically mentioned in section II and the Schedules of this Concession Agreement;



- b. To construct, install finance, operate, manage, maintain and regulate the use by Third Parties of the Project, to be precise the Skywalk which more fully and specifically already agreed herein clearly and unambiguously by the Parties.
- c. To enjoy complete and uninterrupted access and license to the Project Site for a period that shall be co-terminus with the Concession Agreement.
- d. To have access and liberty to develop, upgrade, finance, operate and maintain the proposed Project Sites with the associated facilities and services at the project sites during the Concession Period in accordance with the provisions of this Concession Agreement & Schedules thereof. Any development made by the Concessionaire on the specified Project sites/proposed site in respect of the Project shall be deemed to be the property of the Concessioneing Authority and the Concessionaire clearly admits hereby specifically that it has and shall not have any right, title or interest whatsoever in nature at any point of time with regard thereto.
- e. Exclusive right and authority, during the Concession Period, to carry out the specified activities in relation to the Project;
- f. License the use of the Project to determine, demand, levy, collect, enforce, retain and appropriate Commercial Charges and to periodically revise the same in conformity with the market rates.
- g. Manage, operate and execute rights over all or any part of the Assets without any limitation or restriction other than those expressly set out in this Concession Agreement;
- h. To fulfil its obligations under this Agreement, undertake activities by itself, without appointing any contractors, sub-contractors etc;
- i. Arrange for all the clearances from the Competent Authority for the executing the Project and the Concessioneing Authority in no way shall be liable for the same.
- j. Responsibility of taking all necessary approvals for development lies with the Concessionaire. Nevertheless, Concessioneing Authority without any binding obligation may provide limited assistance upon written request from the Concessionaire. Shall arrange statutory clearance(s) from the Concessioneing Authority and concerned agencies for removal of existing trees, if any, from the Project sites, if so required in accordance with the applicable Environmental Legislation in accordance with the principles of 'Sustainable Development'.
- k. Exercise such other rights as the Concessioneing Authority may determine as being necessary or desirable for the purposes incidental and necessary for constructing, installing, financing, implementing, managing, operating, running & maintaining the Project.
- l. Bear and pay all expenses, costs and charges incurred in the fulfilment of all the Concessionaire's obligations under this Agreement; and
- m. The right to carryout advertisement and/or any other commercial activities, to be carried out by the concessionaire shall be subject to prior written approval by the Concessioneing authority as well as other Statutory Authorities and/or Competent Authority.
- n. Nothing contained herein, including the act of granting permission to upgrade the Project at the designated area shall vest or create any right, title and interest in the Project or any part thereof including any permanent construction or installation etc. as well as installed in the structure of the Project, in favor of the Concessionaire or any person claiming through or under the Concessionaire. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, pledge, create lien or otherwise encumber or deal with the Project in any manner whatsoever save and except permitted hereunder. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.



#### 1.18.2 Actions in Support of the Concession

- a) The Concessioneing Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Concession Agreement.
- b) For the purpose of Financing the Project, the Concessionaire shall have the right to mortgage, hypothecate, transfer, assign or otherwise encumber to Lenders its rights and interests under or pursuant to this Concession Agreement including without limitation to its rights in and to (i) the Project Agreements
- c) cash flows generated, by the Concessionaire, through this Project and to create a security in such rights and interests in favor of the Lenders. However, it is also clarified that the Concessionaire shall not be entitled to mortgage any right, title or interest in respect of any movable and immovable asset as well as tangible and/or intangible assets, which is a part of the Project or Skywalk or site, which has already been excluded expressly herein.
- d) The Concessioneing Authority undertake not to terminate or repudiate this Concession Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Agreement;
- e) The Concessionaire shall take all necessary approvals/ licenses from the Competent Authority.

#### 1.18.3 Concession Period

- a) The Concession Period for "the Project" shall be **Thirty years** from such date (the "Concession Period") and during which the Concessionaire is mandated to develop the Project and to operate & maintain the Project in accordance with the provisions hereof. For the avoidance of doubt, the Concession Period shall include the Implementation and execution Period. Provided that in the event of early Termination and/or extinguishment, the period of Agreement shall be limited to the period commencing from the Compliance Date and ending with the Termination Date, in accordance with the provisions agreed hereunder.
- b) It is hereby made clear that:
  - I. In the event of the Concession Period being extended by Concessioneing Authority beyond the said period in accordance with the provisions of this Concession Agreement, the Concession Period shall include the period/ aggregate period by which the Concession is so extended, and
  - II. In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Compliance Date and ending with the Termination and/or extinguishment. At the end of the Concession Period or sooner termination of this Concession Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect from such termination date and the Skywalk along-with all the Assets brought in by the Concessionaire during the subsistence of this Concession Agreement, in good and operational condition, shall remain to with the Concessioneing Authority without any obligation of Concessioneing Authority to pay or adjust any consideration or other payments to the Concessionaire.

#### 1.18.4 Implementation Period

- a) The "**Implementation Period**" or "**Time for Completion of Implementation**" shall be a period of **12 (Twelve) months** from signing of concession agreement. Wherein the Concessionaire shall be required to comply with the following obligations:

Take all necessary/ mandatory clearances, permits etc which are required for commencing the construction, installation of Skywalk, so that all such conditions have been satisfied in full, and all such Clearances, Permits, etc. are in full force and effect.



- b) Even though the completion period is eight month, the Concessionaire will have to follow following Milestones:

S. No.	Completion period from the date of signing of concession agreement	Stage wise Progress of work / achievement of the Mile stone
Milestone 1 25% of work completion	Within 90 days	All Civil works
Milestone 2 50% of work completion	Within 180 days	Supply of <b>Skywalk metal structure</b>
Milestone 3 75% of work completion	Within 270 days	Installation of Skywalk at site and completion of all fitting and fixtures
Milestone 4 100% of work completion	Within 365 days	Completion of all works including electrical connection and commissioning of the Skywalk with ad boards

- c) In the event that implementation completion is not achieved for any reason other than Force Majeure or reasons attributable to the Concessioneing Authority or any Competent Authority, the Concessionaire shall pay to the Concessioneing Authority damages for delay beyond the date of mile stone, Rs.5000 (five thousand rupees) per day for every day of delay and up to maximum limit of performance security. The penalty shall be decided on pro rata basis.
- d) In the event that completion does not occur within 180 (one hundred eighty) days from the date of agreement, the Concessioneing Authority shall be at absolute liberty to encash the Performance Security and to terminate this Concession Agreement, in accordance with the provisions of this Agreement. Provided that instead of terminating this Agreement, the Concessioneing Authority at its sole liberty may extend the time for achieving implementation completion on such terms and conditions as it deems fit in its sole discretion.

#### 1.18.5 Extension of Time

- a) The Concessionaire shall apply for an extension of the time for Completion of Implementation if it is or shall be delayed either before or after the time for Completion of Implementation, by any of the following causes:
- A Variation of quantity of Skywalk
  - A Force Majeure Event;
  - Any delay, impediment or prevention by the Concessioneing Authority;
  - Any delay caused by Competent Authorities.

#### 1.18.6 Conditions Precedent

Subject to the express terms herein, limited aspects of the Implementation Period when commenced and any legitimate rights arising in law, the rights and obligations under this Concession Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out in Articles 1.18.6.1 and 1.18.6.2 on or before the expiry of a period of 45 (Forty Five) days from the date of Concession Agreement (also referred as "**Proposal Acceptance Date**"). However, the Concessioneing Authority may at any time at its sole discretion and in writing, waive fully or partially any of the Conditions Precedent of the Concessionaire.



#### **1.18.6.1 Conditions Precedent for compliance by the Concessing Authority**

The Concessing Authority shall have:

- a. Hand over to the Concessionaire the possession of the proposed sites free from Encumbrances, within a period of 30 days from the date of agreement.
- b. Constituted a BSCL Maintenance Board/committee, the constitution and function of which is specified in Article 1.27, within 3 weeks from the Proposal Acceptance Date, for the approval of the Project Report of the Skywalk, to be furnished by the Concessionaire;
- c. Carried out inspection with the representatives of Concessing Authority, and Concessionaire of the Skywalk and prepared a detailed report on land, to be used by the Concessionaire for the development, execution & implementation of the Project.
- d. Issued government orders or gazette notifications as necessary for implementing the Project.
- e. Done consequential and incidental works required for hassle free implementation & execution for the project.

#### **1.18.6.2 Conditions Precedent for compliance by the Concessionaire**

The Concessionaire shall have:

- a. Submitted the Project Report including complete drawings of the Skywalk to Concessing Authority, and Board/Committee, within a period of 30 (thirty) days from the Proposal Acceptance Date;
- b. The Project Report submitted so should include a comprehensive technical detail of the various facilities proposed to be used in the project
- c. Incorporated the comments/ observations (if any) on the Project Report of Skywalk, as proposed by the BSCL Maintenance Board/Committee, Concessing Authority and submitted for approval, within a period of 15 (fifteen) days from the date of receipt of comments/ observations from the BSCL, Board/Committee. The parties agree that that the Concessionaire shall not start the Implementation until, unless the BSCL, Concessing Authority approves the Project Report of the Skywalk again after carrying out necessary comments/ observations (if any), in writing.
- d. Submit the Total Project Cost to the Concessing Authority for perusal;
- e. Achieved Financial Closer and delivered complete Financial Package to the Concessing Authority that Financial Closer has been accomplished.
- f. Provided an undertaking that all of the Representations and Warranties of the Concessionaire are true and correct as on date of this Agreement and as on the Compliance Date and thereafter;
- g. Provided to the Concessing Authority copies to be certified as true copies by a duly authorized officer of the Concessionaire of its constitutional documents;
- h. Provided to the Concessing Authority to be certified as true by the Director of the Concessionaire of all resolutions, explanations adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of this Agreement by the Concessionaire;

#### **1.18.6.3 Obligations to satisfy Condition Precedents**

- a. Each Party hereto shall use all reasonable endeavours at its cost and responsibility to procure the satisfaction in full of its respective Conditions Precedent as set out above within 45 (forty-five) days of Proposal Acceptance Date.
- b. Upon satisfaction in full of all Conditions Precedent for a Party, the other Party shall forthwith issue to such Party a Certificate of Compliance with Conditions Precedent to be marked as the "Certificate of Compliance".
- c. The date of issue of Certificate of Compliance to the Concessionaire or the Concessing Authority shall be the Compliance Date, whereupon the obligations of the Parties under this Concession Agreement shall commence and whereon the Concessing Authority shall issue the



Notice to Commence work to the Concessionaire. However, it is being clarified here that any work of whatever nature, which the Concessionaire elects to carry out prior to the Proposal Acceptance Date including investigations, surveys etc. shall be entirely at the risk and cost of the Concessionaire. Also, the Concessionaire shall not be permitted to commence the work at any part of proposed sites prior to the issuance of Notice to Commence.

- d. Each Party shall bear its respective costs and expenses of satisfying such Conditions Precedents unless otherwise expressly agreed in this Agreement.

#### **1.18.6.4 Non-fulfilment of Conditions Precedent**

- a. In the event that any of the Conditions Precedents relating to the Concessionaire have not been fulfilled within the time stipulated so, and the Concessioneing Authority, has not waived them fully or partially in writing, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and Concessioneing Authority shall not be liable to any and/or claims, whatsoever in nature, any manner whatsoever to the Concessionaire or persons claiming through or thereunder.
- b. In the event the Concessioneing Authority has terminated this Agreement under Article 1.18.6.4 due to non-fulfilment of Conditions Precedent by the Concessionaire, the Concessioneing Authority shall not be liable in any manner whatsoever to the Concessionaire or its contractors, agents and employees. In addition to this, the Concessioneing Authority shall forfeit the Performance Security submitted before the signing of the Concession Agreement, by the Concessionaire.
- c. Instead of terminating this Agreement as permitted herein above, the Parties may extend the time for fulfilling the Conditions Precedent by mutual agreement in writing.

#### **1.19 Commercial Consideration**

##### **1.19.1 Revenue Sharing**

- i. The Bid Variable of this RFP shall be Revenue Sharing per month, in Lump Sum for all Skywalk, from the Revenue collected by the Concessionaire from the advertisements and Kiosks.
- ii. Revenue sharing (Lump Sum basis) will commence from the month in which the Skywalk would be commissioned even before the implementation period (i.e. work completion period) .In such cases revenue sharing for the month will be on Pro rata basis.
- iii. Revenue sharing after the implementation period (i.e. work completion period) shall be for the Skywalk whether or not the work is completed by the bidder subject to the force majeure clause.
- iv. The Concessionaire shall have to maintain all the record of tariff collection and Advertisement display collection of Skywalk and the same will be shared with the Concessioneing Authority on every quarter of the year.
- v. After completion of concession period the Concessioneing Authority may extend this Agreement by amending and/or modifying the terms & conditions subscribed hereunder in writing as mutually agreed.
- vi. 10% of the advertisement space and time duration (for Both Type of Boards) will be reserved for BSCL/ Government communications/ Advertisements and will be given without any cost to BSCL.

##### **1.19.2 Performance Security**

- i. The Concessionaire shall ensure that for the entire Concession Period, it will maintain a Performance Security of the amount prescribed herein this document.
- ii. The Performance Security shall be from a scheduled bank approved by the Concessioneing Authority, payable at Bareilly.





- iii. Upon occurrence of a Concessionaire's event of Default, the Concessions Authority shall, without prejudice to its other rights and remedies hereunder and/or in law, in addition thereto be entitled to encash and appropriate relevant amounts from the Performance Security as part of damages. Upon such encashment and appropriation from the Performance Security the Concessionaire shall, within 10 (Ten) days thereof, provide a fresh Performance Security, within the time so granted by the Concessions Authority, failing which the Concessions Authority shall be entitled to terminate this Agreement in addition to right to recover the amount as well as interest pendent lite at the rate of 18 % Per Annum in accordance with applicable laws for the time being in force.
- iv. The validity of the performance security shall be 60 days after the completion of all the concession agreement obligation including operating/maintenance period i.e. 60 days beyond the concession period of 30 years.

## **1.20 Obligations of the Concessionaire during Implementation Period**

### **1.20.1 General Obligations**

- i. Obtain any and/or all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), as and when they may be required, for the Concessionaire and its employees to perform their obligations under this Concession Agreement;
- ii. Carry out the Works strictly in accordance with the Project Report approved by the BSCL/Maintenance Board/Committee/Concessions Authority/ Competent Authorities, provisions of this Concession Agreement and the Schedules of this Concession Agreement, and all works incidental & consequential to this Concession
- iii. Agreement but which may be required to be necessary for safe, reliable and efficient implementation and operation of the Project;
- iv. Be responsible from the date of issue of "Notice to Commence" for all liabilities arising out of furnishing, implementation, operation, execution and maintenance of the Project and consequences there to as well as maintenance of quality of the display.
- v. To ensure that no damages are caused to the existing roads, drainages systems etc.
- vi. The Construction shall not obstruct traffic, pedestrian movement, and should not cause bottleneck in the area.
- vii. The Concessionaire should acknowledge and recognize hereby that time is of the essence of this Agreement and any violation there to on its part shall raise a valid ground for termination on the part of the Concessions Authority.
- viii. Shall be absolutely responsible for maintenance of hygiene and environmental law compliances as well as the usages and consequences of such usage by the third parties.

### **1.21 Operations and Maintenance**

#### **1.21.1 Commencement and Duration**

The Operation and Maintenance Period is of 30 years, shall commence from the date of issuance of implementation Completion Certificate and shall continue till the completion of 30 years.

#### **1.21.2 Obligations of the Concessionaire during Operations and Maintenance Period**

- a) The Concessionaire shall be responsible, at his own cost, for all the maintenance and repairs of the Skywalk, the related assets and its components. The Concessionaire shall also carry out rectification of any defects in the Implementation of any component of the Skywalk or during the Operations and Maintenance Period.



- b) BSCL may provide all assistance in getting various clearances from govt. agencies. Laying of electric cables / connection / payment of usage charges shall be the responsibility of the concessionaire.
- c) The Concessionaire shall ensure regular cleaning of the Skywalk and the Information panels as per the cleaning schedule.

#### **1.21.3 Concession Agreement Completion Certificate**

- a) Within 90 (ninety) days of the end of the Concession Period, the Concessioneing Authority shall issue the "Concession Agreement Completion Certificate". This certificate shall be issued after the Concessionaire submits to Concessioneing Authority, a request for issue of such certificate supported by sufficient evidence. The form shall be as approved by Concessioneing Authority, and shall include a detailed condition survey of the Skywalk including the Assets.
- b) The Performance Security furnished by the Concessionaire shall be released only after the issuance of the Concession Agreement Completion Certificate.

#### **1.22 Termination for default**

##### **1.22.1 Concessionaire's Event of Default**

Each of the following events or circumstances, to the extent not caused by a default of the Concessioneing Authority or Force Majeure, and if not cured within the "Cure Period" as subscribed by the concessionaire under other respective clauses of this agreement, the Concessioneing Authority, shall be at liberty to consider such failures as events of default by the Concessionaire.

##### **1.22.2 Termination by Concessioneing Authority.**

Without prejudice to any other right or remedies which the Concessioneing Authority may have under this Agreement, notwithstanding anything contained under Article 1.22.1 herein, upon occurrence of Concessionaire's event of default, or violation to the terms of the Agreement, the Concessioneing Authority at an absolutely liberty and discretion shall have the right to terminate Concessioneing Agreement by giving 30 (thirty) days' notice to terminate this present in accordance and compliance with the provisions of this Agreement.

#### **1.23 Termination Payment**

##### **1.23.1 Termination Payment for Termination by Concessioneing Authority**

Upon Termination by the Concessioneing Authority on account of the Concessionaire' event of default & violation to the agreement, during the execution, implementation, Operations & Maintenance Period, the Concessionaire shall peacefully hand over the possession of the site with the facility & Skywalk including all its assets and appurtenance in working condition and the Performance Security shall be forfeited by the Concessioneing Authority.

#### **1.24 Force Majeure**

##### **1.24.1 Force Majeure Event**

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event:

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances



- c. fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- f. action of a Government Agency having Material Adverse Effect including but not limited to
  - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Concessionaire's or the Contractor's rights in Contractor's rights under any of the Project Agreements.
  - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is noncollusive and duly prosecuted by the Concessionaire, and
  - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
  - iv. BSCL will not be responsible for any legal issue/ objectionable content displayed into the advertisements done by the concessionaire except approved and authorized by BSCL.
- g. Early determination of this Agreement by BSCL for reasons of national emergency, national security or the national interest.
- h. Any failure or delay of a Contractor caused by any of the events mentioned in (f) and (g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- i. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing, radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub-clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

#### 1.24.2 Obligations of the Parties

- a) As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Project Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:
  - i. the nature and extent of the Force Majeure Event;
  - ii. the estimated duration of the Force Majeure Event;
  - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and



- v. any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Clause 1.24.2 (a), the Parties along with the Project Engineer, and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facility in order to:

- i. assess the impact of the underlying Force Majeure Event,
  - ii. to determine the likely duration of Force Majeure Event and,
  - iii. To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c) The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the Parties may reasonably require.

#### **1.24.3 PERFORMANCE OF OBLIGATIONS**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Clause 1.24.2(a);
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility , in accordance with the Good Industry practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Project Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- f. any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

#### **1.24.4 TERMINATION DUE TO FORCE MAJEURE EVENT**

##### **a. Termination**

- i. If a Force Majeure Event, is an event described under Clauses 1.24.1 (a) to 1.24.1 (e) and 1.24.1(i), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach





an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

- ii. If the Force Majeure Event is an event described in Clause 1.24.1(f), 1.24.1.(g) or 1.24.1 (h) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement. Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 1.24.1(f), 1.24.1.(g) or 1.24.1 (h) subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement. Provided further, BSCL may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under 1.24.1(f), 1.24.1.(g) or 1.24.1 (h)

**b. Termination Notice**

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause 1.24.4 (a) (i) or (a) (ii), it shall issue Termination Notice setting out;

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

**c. Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. the Termination Payment, if any, payable by BSCL in accordance with the following clause is paid to the Concessionaire on the Termination Date and
- ii. the Project Facility are handed back to BSCL by the Concessionaire on the Termination Date free from all Encumbrance.

**d. Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by BSCL in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Clauses 1.24.1(a) to (e), no Termination Payment shall be made by BSCL to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- ii. If Termination is due to the occurrence of any event described under Clauses 1.24.1(f), 1.24.1.(g) or 1.24.1 (h), BSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by BSCL from the Concessionaire as on the Termination Date.
- iii. If Termination is due to the occurrence of any event described under Clause 1.24.1 (i), DSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by BSCL from the Concessionaire as on the Termination Date.



## **1.25 Dispute Resolution**

### **1.25.1 Dispute Resolution**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy or conflict of whatsoever nature regarding the validity, interpretation, implementation or the rights, claims and obligations arising out of or touching the subject matter hereto or in relation to or arising under or in relation to this Concession Agreement between the Parties and so notified by either Party to the other Party (the "**Dispute**") during, before and/or after the currency of this Agreement shall be attempted to be resolved through conciliation at first under the supervision of the CEO, BSCL within a period of 30 days from the date of the reference by the affected party, failing which the same shall be resolved in accordance with the procedure of the Arbitration. The place of Arbitration shall be at Bareilly. The Language of the proceeding agreed hereunder shall be English. It is further agreed hereby that the Adjudicator shall be appointed by the BSCL with consent of Concessionaire. Fees of Adjudicator will be shared by Concessioning Authority and Concessioner on 50:50 basis. Again failing which i.e. in the case of any disagreement by either of parties over the award of the Adjudicator the same shall be resolved in the court of Bareilly

## **1.26 Taxation and Confidentiality**

### **1.26.1 Local Taxation**

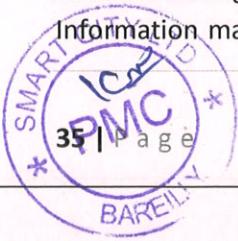
- a) The Concession Agreement shall include all charges towards import license, toll, customs duties, import duties, business taxes, etc., that may be levied in accordance with the applicable Laws for the time being in force on the Concessionaire's Equipment, Machinery and Materials (whether permanent, temporary or consumable) acquired for the execution of this Concession Agreement and on the services to be performed under this Concession Agreement. Nothing in this Concession Agreement shall relieve the Concessionaire from its responsibility to pay any tax that may be levied because of this Concession Agreement.
- b) Under the provisions of the Indian Income Tax Act, the Concessioning Authority is required to deduct tax at source at the rates prevailing in case any payments are envisaged under this Concession Agreement.

### **1.26.2 Income Taxes on Staff**

The Concessionaire's staff, Person and labour will be liable to pay personal income taxes in India in respect of their salaries and wages as chargeable under the laws and regulations for the time being in force, and the Concessionaire shall make such deductions in respect of such taxes as required by law.

### **1.26.3 Confidentiality**

Neither of the Parties shall, at any time during before the expiry or post termination of this Concession Agreement, without the consent of the other Party, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly to carry out their duties), any information relating to the negotiations concerning the operations, contracts, commercial or financial arrangements or of the other Party or any proprietary information of the other Party. Information may be disclosed if required by law to any Person who is authorized by law to receive





the same.

## **1.27 BSCL Maintenance Board/ Committee**

### **1.27.1 Appointment**

Within 10 (ten) days from the Proposal Acceptance Date, the Concessioneing Authority shall constitute a Maintenance Board/committee. The Maintenance Board shall consist of representatives of the following and any other member duly nominated by the Concessioneing Authority:

- (i) One Representative of the Bareilly Municipal corporation/ Nagar Nigam
- (ii) One Representative of the BSCL
- (iii) 1 member of the Concessionaire.

## **1.28 Project Revenues and Considerations**

### **1.28.1 Levy and Appropriation of Commercial Charges**

- a) The Concessionaire shall levy, collect, appropriate Commercial Charges from the Users for the period in accordance with the provisions of this Agreement.
- b) Article on and from the Operations Date and until the last date of the Concession Period, the Concessionaire shall levy, collect, and appropriate Project Revenues/ Commercial Charges, as set out in Article 1.28.2,
- c) Negotiation on Bid Variable:

The client (BSCL) shall have the right to negotiate a higher Revenue share with the bidder. However, after both the parties (BSCL and the bidder) agree to the revenue sharing terms, no further negotiation on Bid Variable shall be done or can be demanded by the Concessionaire in any condition whatsoever. However, if there is a variation in specification of Skywalk mentioned in these Bid Documents or the user charges are increased in the future, for whatsoever reason, the quoted Revenue Sharing (Bid Variable) of the Concessionaire shall be modified (increased or decreased) on pro rata basis.

Note: If the location of a Skywalk is changed, then the BSCL shall provide an equivalent alternative location for the Skywalk in consultation with the Concessionaire. No modification on this account shall be permitted / allowed in the Bid Variable.

### **1.28.2 Types of Project Revenue**

#### **a) Income from Rental for kiosk**

The Concessionaire shall be allowed to charge monthly rental of kiosk with fixed charges after consultation from BSCL

#### **b) Income from Display of Advertisements**

The Advertisement revenue shall be the source of revenue mechanism for the Concessionaire. The Concessionaire shall be entitled to lease out space on the Skywalk Units for displaying the Advertisements by third parties as specified in the specifications in the agreement. The advertisement to be displayed shall be subject to prior written approval by the Concessioneing Authority. The Concessionaire shall display the name & logo of BSCL at a prominent place on the Skywalk.



### 1.29 Transfer of Project

- a) Effective from the Transfer Date or the termination date, whichever is later, the Concessionaire shall transfer and assign all the assets and appurtenance of the project in optimum working and operating condition to the Concessioneing Authority or its nominated agency, as the case may be, free and clear from any charges, liens and encumbrances created by the Concessionaire of all the Concessionaires right, title and interest in and to the Works/ movable and immovable assets. The Concessionaire shall also deliver to the Concessioneing Authority or its nominated agency on transfer date or the termination date, whichever is later such project reports, manuals, plans, design drawings, reports, accounts and other information as may reasonably be required by the Concessioneing Authority or its nominated agency to continue the operation of the Project either directly or by its nominated agency. The personnel of the Concessionaire may continue to be the employees of the Concessionaire subject to their written consent and the transfer of all the movable & immovable assets shall not in any manner affect their status as employees of the Concessionaire and they shall have no claim to any type of employment or compensation from the Concessioneing Authority or its nominated agency, which arises prior to such transfer.
- b) Till the Transfer Date, all risks Cost, consequences, claims shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project, unless such loss or damage is due to an act or omission of the Concessioneing Authority in contravention of its obligations under this Concession Agreement.
- c) On completion of the transfer by the Concessionaire to the Concessioneing Authority, the Concessioneing Authority shall issue a „Concession Agreement Completion Certificate“ to the Concessionaire. The Concession Agreement Completion Certificate will have the effect of constituting evidence of transfer of all rights, titles and interests in the Project by the Concessionaire, and their vesting in the Concessioneing Authority.

### 1.30 Payment to BSCL

The agreed amount of revenue sharing between BSCL and the Concessionaire shall be paid through online payment mode 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** and no other payment mode will be accepted.

The revenue share payment has to be made to BSCL before 7<sup>th</sup> of every month failing to which penalty shall be levied on the bidder. And the penalty shall be applied as:-

- Up to 3 working days Rs.5,000/- per day
- 4-7 working days Rs.10,000/- per day
- above 8 working days Rs.15,000/- per day.



## RFP PART-1: SECTION-IV

### SCOPE OF WORK

#### **OBJECTIVE**

The objective of the contract is the design and construction completion, testing and commissioning of skywalk of 2.5 Kms 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 skywalk as per the approved drawings and technical specifications.
- Finishing works including Kota stone 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:
- 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 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. The proposed Skywalk to be constructed along the central median from Gandhi Udhyan to Chowki Chauraha to Moti Park.
2. Layout Plan, Elevation and Sectional views of Skywalk Proposed.
3. Provision of Space for advertisement panels on Skywalk
4. Provision of Space for Kiosk space along the walkway and beneath the stair case.
5. Inclusion of Smart features in the proposal such as Security Provisions, Public Address System, and Smart Lighting Etc.
6. Integration of Skywalk with FOB at District Hospital
7. Provision to facilitate Senior Citizens and differently abled Personnel.



8. 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.
9. Truss members: IS 808, IS 1161 – 1998 and IS 4923 – 1997
10. Connections: All connections shall be either welded connection or bolted connection using mild steel or high tensile black bolts, turned bolts or HSFG bolts.
11. For the purpose of design and Broad detailing, the following items shall be done:
  - a. Generation of 2D and 3D drawing as suitable.
  - b. 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.
12. 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:

- Deflection calculated should be within stipulations given in relevant IS code.
- For designing of Base Plates and Foundation Bolts, grade of concrete to be considered as mentioned above.
- For foundation design consider Safe Bearing Capacity as 10 TONNES/SQM.
- 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
- 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

S. No.	Post	Nos.
1	Guards (2 shift 12 hrs each shift)	10
2	Technician	2
3	Cleaners	5

**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 Weldable 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 Tensile roofing/sheeting or any other material 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:** Kota Stone 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:** Kota Stone tiles 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. 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 Bareilly Smart City Limited employees  
(b) training to be imparted to Bareilly Smart City Limited.



**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):

- Providing all spares and consumable during the defect's liability period.
- Response time of maximum 4 hours shall be maintained for emergency services/ repairs throughout the year.
- Signages: Contractor shall provide necessary signage. 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.

**TENTATIVE CIVIL SPECIFICATION:**

Civil Specifications for Foot Over Bridge	
<b>Earthwork in Excavation in all type of soils including dewatering of excavated trench</b>	
Excavation in foundation in ordinary soil, loame, clay or sand including lift upto 1.5 m and lead upto 30 m including filling watering and ramming of excavated earth in to the trenches or in to the space between the building & the side of foundation trenches or in to the plinth , removal & disposal of surplus earth as directed by the engineer in charge upto a distance of 30 m from the foundation trenches . ( Excluding royalty )	
<b>Backfilling</b>	
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	
<b>PCC</b>	
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.	
<b>Reinforced concrete with OPC - 43: (For Buildings)</b>	
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	
<b>Grouts</b>	
Non shrink grout for foundation pockets	
<b>Reinforcement</b>	
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 wastage and overlap and hooks .	
<b>Structural Steel conform to IS 2062 :</b>	



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<sup>2</sup>

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

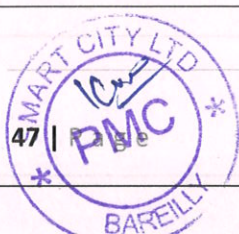
**Anchor bolts** of grade 36 and ultimate tensile stress of 640 Mpa

Bolt dia 20 mm long 500mm

Bolt dia 12 mm long 500mm

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<sup>2</sup>





Acrylic Backlit Advertisement Boards

Ads around Columns 2.5 mt ht 1 mt width each 4 side

#### 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 alongwith 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 alongwith 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.	
<b>Supply of LT XLPE Cables:</b>	
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	
<b>Laying of LT Cables :</b>	
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

Makes : PHILIPS, WIPRO

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.

Supply Installation testing and commissioning of 16 Nos. of CCTV BULLET CAMERA 2MP, in One (1) DVR of Resolution Full HD (1920 x 1080 Pixel) with Hard disk with atleast 2 months of recording.

Complete with racks, links, connector, Wire, power supply etc. should have capability to get connected with Intergrated Command and Control Center, Bareilly

#### ADVERTISEMENT POLE SPECIFICATION

#	Parameters	Minimum Specification	Bidder Compliance (Yes/No)	Product Document Reference
1	Pole	Supply, fixing Testing & commissioning of 7 mt. long, 3 mm thick sheet, hot dip galvanized poles of bottom dia 200mm/200mm respectively with base plate dimensions 450x450x14 mm with galvanized single Arm Bracket of 1.00 mt length. The pole shall be erected on a suitable size of Cement concrete 1:2:4 foundation as per manufactures standard along with grouting the foundation bolts, nuts and 1.5 mt long , 50 mm dia suitably bend , GI , medium class pipe for cable entry , suitable size inbuilt cable End Box opening approx. 600 mm above the pole base with 2 nos. 6 way 15 Amp, Bakelite connector , 1 nos 6 amp, SP MCB Curve etc as required. The door shall be vandal resistant and shall be weatherproof to		



		ensure safety of inside connection. The door shall be flushed with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing. The poles shall be complete with integral terminal boxes, MCB cutouts, pole foundation bolts, lighting arrestor, earthing etc. as required.	
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#### **SPECIFICATION FOR OTHER COMPONENTS TO BE USED DURING CONSTRUCTION**

<b>Other Components to be used during Construction</b>
Site office with 6 seats ( for 30 years)
Car 1 nos. (Honda City SVMT BS VI - Petrol Manual) With all running expenses (driver, fuel, toll, maintenance, insurance etc.) included.

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

#### **SLA AND PENALTIES**

This section is to be agreed by the Successful Bidder as the Service Levels and key performance indicator for this engagement. The following section reflects the measurements to be used for tracking, monitoring and reporting of performance on a regular basis and imposition of penalties for non-performance as per the terms of this RFP.

The purpose of this section is to define the levels of service which shall be provided by the Bidder to for the duration of the contract. Service Level Agreement (SLA) shall become the part of contract between Client and the Bidder. The Bidder must comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase of 12 months and for Concessioning period of Thirty (30) Years, post Go-Live.

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below: "Total Time" - Total number of hours in the quarter being considered for evaluation of SLA performance.

- "Total Time" - Total number of hours in the quarter being considered for evaluation of SLA performance.
- "Uptime" – Time period for which the specified services/ outcomes are available in the quarter being considered for evaluation of SLA
- "Downtime"- Time period for which the specified services/ components/outcomes are available in the quarter being considered for evaluation of SLA
- "Scheduled Maintenance Time": Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The Bidder is required to take at least 10 days prior approval from Client for any such



activity. This would be allowed in off peak hours- generally from midnight for a maximum of 4 hours and would be granted once in a quarter and exclude festive timings etc.

- e) "Incident": Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- f) "Response Time": Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
- g) "Resolution Time": Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

#### KEY PERSONNEL

Sl. No.	Position	Total Work Similar Experience (in Years)	Nos
1	Project Manager	B.E Mechanical/ Electrical/ Electronics / I.T / Computer Science +10 Year experience	1 No
2	Site Engineer	Diploma / ITI in IT / Computer Science/ Electronics / Mechanical/ Electrical + 3 Year experience	2 No
3	Site Supervisor	ITI or Diploma Civil + 3 Year Experience	2 No
4	Surveyor	ITI or Diploma Civil + 3 Year Experience	1 No

#### 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 the High Masts are 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.

#### Responsibility of Bidder

##### Guidelines for the compliance of equipment

- (i) The specifications mentioned for various IT / Non-IT components are indicative requirements and should be treated for benchmarking purpose only. Bidders are required to undertake their own requirement analysis and may propose higher specifications that are better suited to the requirements.
- (ii) None of the IT / Non-IT equipment's proposed by the Bidder should be End of Life product. It is essential that the technical proposal is accompanied by the OEM certificate and Manufacture Authorization Form, where-in the OEM will certify that the product is not end of life product & shall support for the entire Contract period.
- (iii) All IT Components should support IPv4 and IPv6
- (iv) Technical Bid should be accompanied by OEM's product brochure / datasheet.
- (v) Bidders should provide complete make, model, part numbers and sub-part numbers for all equipment/software quoted, in the Technical Bid.



- (vi) Bidders should ensure complete warranty and support for all equipment from OEMs. All the back-to-back service agreements should be submitted along with the Technical Bid.
- (vii) All equipment, parts should be original and new.
- (viii) Critical core components of the system should not have any requirements to have proprietary platforms and should conform to open standards.
- (ix) The Contractor should also propose the specifications of any additional or other hardware, if required for the system.
- (x) Contractor is required to ensure that there is no choking point / bottleneck anywhere in the system (end-to-end) and enforce performance and adherence to SLAs.
- (xi) All the hardware and software supplied should be from the reputed Original Equipment Manufacturers (OEMs). BSCL reserves the right to ask replacement of any hardware / software if it is not from a reputed brand and conforms to all the requirements specified in the tender documents.
- (xii) All licenses should be in the name of Bareilly Smart City Ltd.

### Other Responsibilities

The Responsibilities of the Bidder throughout the period shall be as indicated under this RFP document, including:

- (i) To provide, install, commissioned and maintain the Smart LED as per RFP document throughout the period.
- (ii) It is the responsibility of the Bidder for the watch and ward of the assets / services created in this project, during the AMC period. The Bidder must replace the material(s) / equipment(s) in case of any theft or loss due to any other reasons, which affects the services / assets provided for the BSCL under this project.
- (iii) BSCL will be the owner of all dismantled existing equipment's, including lights/ fittings, and such equipment's shall be handed over to BSCL not later than a month from date of such dismantling. With proper handing /taking over. Bidder must provide the detail of replaced and dismantled component to BSCL
- (iv) At the end of the maintenance period, the Bidder must hand over all these equipment's used for providing services to BSCL under this RFP, to the BSCL in proper working condition.
- (v) Restoration of road/footpath must be done by the Bidder, BSCL will give requisite permission in this regard free of cost as per this RFP document, however, the Bidder will inform BSCL in advance before cutting of the road/footpath and will also inform after completing the job.





### COMPREHENSIVE WARRANTY

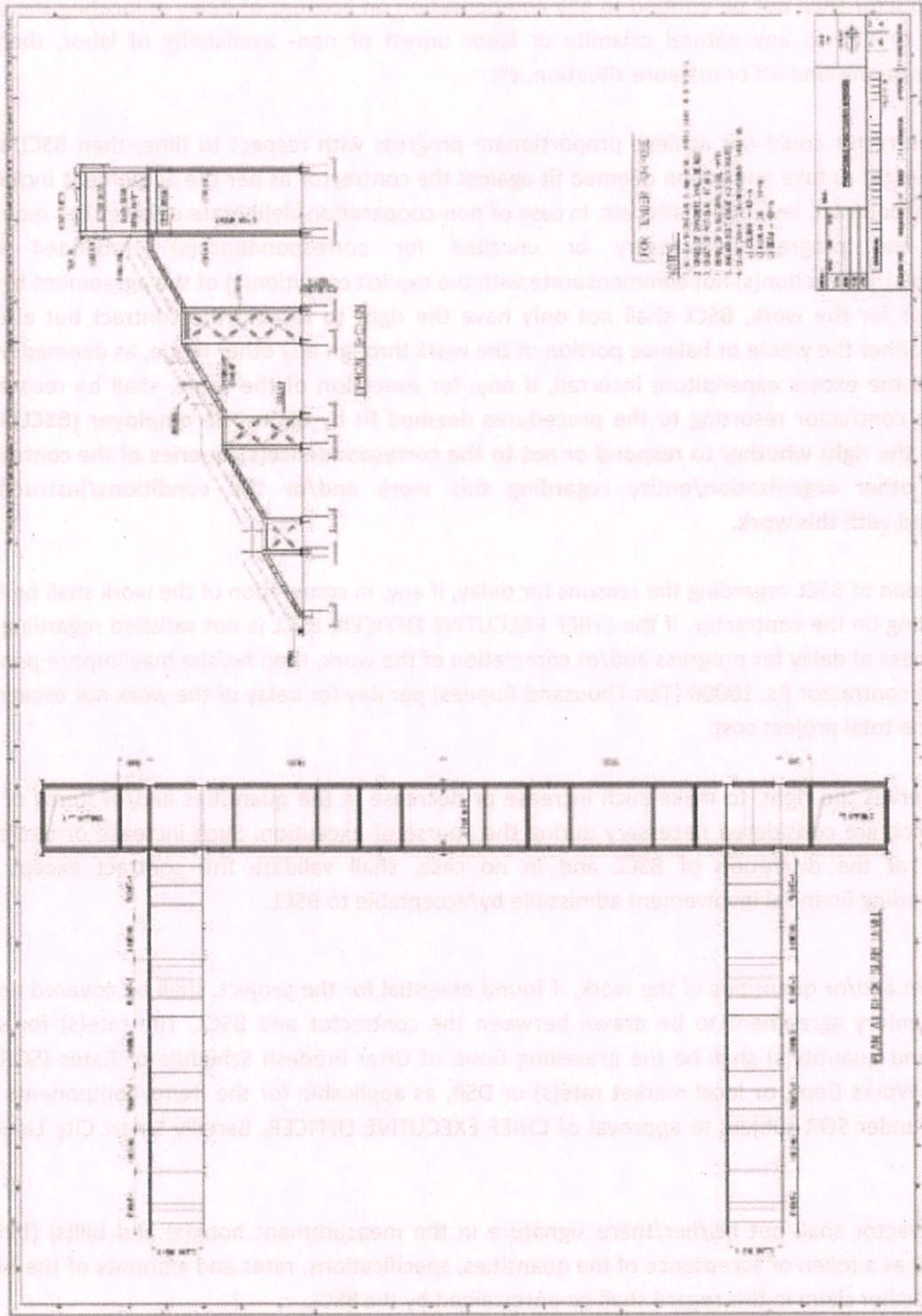
1. The period of onsite comprehensive warranty will be thirty years, and will start only after the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract.
2. During the warranty period of the products given by the successful bidder, the bidder shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.
3. If it becomes necessary for the bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above- mentioned period of 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 warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
5. Under the comprehensive warranty, the bidder has to manage and maintain in working condition of the Skywalk 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 Skywalk 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 Skywalk 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.



# Tentative Drawing for Access Nodes





**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.**





**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**



**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**





**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....., and  
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 Skywalk of 2.5 Km on PPP 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)**



**Bank Guarantee**

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

&lt;Name&gt;

&lt;Designation&gt;

&lt;Address&gt;&lt;Phone Nos.&gt;&lt;Fax Nos.&gt;&lt;Email id&gt;

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

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

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

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

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

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

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

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

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





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

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

(Bank's common seal)





**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 Skywalk on PPP mode in Bareilly under Bareilly Smart City Limited**

Sir,

1. Being duly authorized to represent and act for and on behalf of.....  
(Hereinafter referred to as "the applicant"), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a **Bidder for "Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited"** according to the terms & conditions of the RFP Document issued by BSCL.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed.
3. The EMD Security is marked "Earnest Money Deposit".
4. BSCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. BSCL and its authorized representatives may contact the following persons for any further information:  
Name of the person (s): .....  
Address.....  
Phone: .....  
Fax: .....
6. This application is made with full understanding that:
  - a) BSCL reserve the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.
  - b) BSCL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.





7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the proposed project sites and surroundings, for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our Proposal valid for one hundred eighty (120) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions not acceptable to the BSCL. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by BSCL. We agree that, without prejudice to any other right or remedy, BSCL shall be at liberty to forfeit the said Bid/Proposal Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder:

Place:





## 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



**Format for Financial Information of Bidder's Organization**

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

To

Date:

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

**Sub:** "Design, Supply and Construction of Skywalk of 2.5 Km on PPP 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.			
2	Networth			
Average annual turnover for the last three financial year				

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

Authorized signatory:

Date:

Name of Authorized signatory

Place:

Name and seal of Bidder:



**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 Skywalk of 2.5 Km on PPP 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:





### 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:

- Understanding the concept
- Scope of Work and
- Project Requirement
- 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.

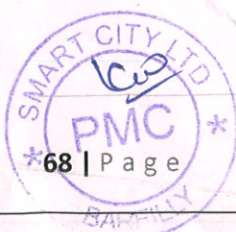
Authorized signatory:

Date:

Name of Authorized signatory

Place:

Name and seal of Bidder:





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.

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.



**RFP PART- II**  
**Financial Bid format**

**Proposal for Design, Supply and Construction of Skywalk of 2.5 Km on PPP 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 Skywalk of 2.5 Km on PPP 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 Skywalk of 2.5 Km on PPP 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 V.

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

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

<b>Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited</b>			
<b>BOQ</b>			
<b>S.No.</b>	<b>Item description</b>		<b>Revenue Sharing per month inclusive of all tax (Rs.)</b>
1	Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited		
<b>TOTAL</b>			

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





DRAFT LETTER OF INTENT

To,  
XXXXXXXXXX,  
XXXXXX ,

Ph: .....

**Subject: - Letter of Intent (LOI) for "Design, Supply and Construction of Skywalk of 2.5 Km on PPP 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 Skywalk of 2.5 Km on PPP 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.

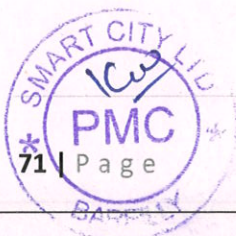
As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no ..... Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 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

Signature of the Authorized Representative of the Agency (i.e. \_\_\_\_\_)

Name:

Designation:

Address:

Place:

Date:

Company Seal

We refer to the tender published on XX/KX/1020 on e-tender website and technical bid opened on XX/KX/1020 in response to the invitation for bids for "Design, Supply and Construction of Skywalk of 1.5 km on PAF mode in Bareilly under Bareilly Smart City Limited".

You have been selected as the Preferred Bidder for the captioned project at the Contract Price of (inclusive of GST) Rs. X/- (IN WORDS) (hereinafter referred to as the "Contract Price"). This Contract Price is subject to fulfillment 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.

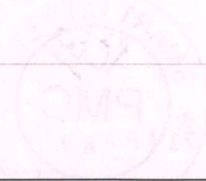
As per the bid document, you have to submit 10% as Security Deposit of the basic bid amount (exclusive of GST), i.e. Rs. X/- (The amount of Rs. X/- has already been received in the form of EMD vide no. ....). Hence, you are requested to pay the remaining security deposit amount of Rs. X/- within 10 (ten) days of the receipt of this letter of intent in the form of FDR (to be retained by the BSCIL 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. : 6194001100000000, Name of Bank: Punjab National Bank, Branch: PNB, By-Pass Road, Bareilly, PIN Code: 241001.

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

The bidder shall furnish an affidavit on a stamp paper of Rs. 10/- stating that if there is any change in the govt guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp paper of appropriate value in the event of failure, the BSCIL shall have full right 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





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 CONCESSION AGREEMENT** is entered into on this the----- day of 2020.... Between **Bareilly Smart City Limited**, Bareilly registered Under Companies Act, 2013 represented by the \_\_\_\_\_ and having its office at C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001 (hereinafter referred to as the "**Concessioneing Authority**" or "**BSCL**" which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **ONE PART**;

AND

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 (No. 1 of 1956) represented by the \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Concessionaire**" which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assigns and substitutes) of the **SECOND PART**.

**WHEREAS** the Concessioneing Authority has decided to Setting up of **Design, Supply and Construction of Skywalk of 2.5 Km on PPP mode in Bareilly under Bareilly Smart City Limited ("the Project")**. The development of Skywalk shall be in the ownership of the Concessioneing Authority.

**AND WHEREAS** with an objective to seek private sector participation in the afore said Project, the Concessioneing Authority, undertook the process of selection of a suitable Concessionaire through competitive bidding process, after issuing a Request for Proposal document (RFP) dated inviting Bids/ Proposals from prospective Bidders to implement the said Project.

**AND WHEREAS** the Concessionaire, selected through the transparent competitive bidding process, met the Eligibility Criteria {as laid down in Section-I (Instructions to Bidders) of the RFP document} and quoted the Maximum Revenue sharing amount for the concession Period of 30 years (excluding implementation period of twelve months) for the right to successfully complete development/installation of **Skywalk** then operating, maintaining the project. After evaluation of the Proposals so received, on behalf of the Concessioneing Authority, accepted the Proposal of the Concessionaire and issued Letter of Award dated to the Concessionaire requiring, inter alia, the execution of this Concession Agreement.

**AND WHEREAS** the Successful Bidder/ Concessionaire acknowledges and confirm that it has undertaken a due diligence and audit of all aspects of the Project units including technical & financial viability and legal due diligence and on the basis of its independent satisfaction hereby accepts the Concession and agrees to implement the Project at its own cost and expense in accordance with the terms and conditions of this Concession Agreement.

**AND WHEREAS** following the issue of the Letter of Intent and (i) submission by the Successful Bidder, Deed of Guarantee/s towards the Concessionaire; (ii) provision of the Performance Security of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) to the Concessioneing Authority and within 10 (ten) days from the date of receipt of the Letter of Intent to the Concessionaire, the



Concessioneing Authority hereby agrees and grants to the Concessionaire this Concession on the mutually agreed terms and conditions for the Concession Period to (a) Develop & Install the Skywalk and; (b) operate & maintain the Skywalk and (c) at the end of the Concession Period hand back the Skywalk and all the Assets (which includes the assets as provided by the Concessioneing Authority and the assets as brought in by the Concessionaire, during the subsistence of this Concession Agreement) in good working conditions.

**AND WHEREAS** the Concessionaire hereby accepts the Concession granted and undertakes to implement the Project in accordance to the provisions of this Concession Agreement.

**NOW THEREFORE**, in view of the offer, mutual promises and consideration set out herein, the Concessioneing Authority, and the Concessionaire (each individually a **"Party"** hereto, and collectively the **"Parties"**) hereby agree to be bound by the provisions of this Concession Agreement.

(.....)

Chief Executive Officer

Bareilly Smart City Limited

(.....)

For

M/s

(Concessionaire)

Witness:

- 1.
- 2.

