

Letter no. BSCL/2018-19/OG: RFP: 02

Dt. 7/03/19

**NATIONAL COMPETITIVE BIDDING THROUGH e- Procurement**

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

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Supply , installation And maintenance of Open Air Gym Equipment and Up- gradation of Parks at various locations in the Bareilly City in the ABD area of the Bareilly Smart City.	7.5 Lakhs	11800	6 Months

**Time schedule for Bidding:-**

- 1 Upload/Publish of RFP - 08.03.2019
  2. Bid start Date/Time of RFP - 08.03.2019
  3. Pre-Bid Meeting - 15.03.2019 / 11:00 AM
  4. Bid Closing Date/Time of RFP - 30.03.2019 / 03:00 PM
  5. Technical Bid Opening Date/Time - 30.03.2019 / 03:30 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.nagarnigambareilly.com](http://www.nagarnigambareilly.com) (for view and download only).
  2. Subsequent corrigendum, if required, shall appear in these websites.
  3. Authority reserves the right to reject any or all the tenders without assigning any reasons
  4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>
  5. For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to : [nagarayukt.bareilly@gmail.com](mailto:nagarayukt.bareilly@gmail.com)

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

# REQUEST FOR PROPOSAL

**Name of the Work:** Supply, Installation and Maintenance of Open Gym Equipment and Up-gradation of Parks at various locations in the Bareilly City in the ABD Area of the Bareilly Smart City.



**BAREILLY SMART CITY LIMITED (BSCL)**

**BAREILLY**

**(UTTAR PRADESH, INDIA)**



**Ref No:**

**Date of Issue:**

**Last Date of Submission:    /    /2019**

**Employer: - Bareilly Smart City Limited  
(BSCL)**

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

[Email: nagarayukt.bareilly@gmail.com](mailto:nagarayukt.bareilly@gmail.com)

## **DISCLAIMER**

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

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

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

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

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

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

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

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

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

## BAREILLY SMART CITY LIMITED (BSCL)

**BAREILLY**  
(UTTAR PRADESH, INDIA)

Letter no. BSCL/2018-19/OG: RFP:

Dt.

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

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4.	Section -III: General Condition of the RFP/ Agreement
5.	Section – IV: Scope of the work
6.	Section V: Special Conditions of Contract
7.	Section VI : Formats for submission of proposal “Annexure -I to VIII: Declaration Certificate, Affidavits, etc. “
<b>B.</b>	<b>RFP Part-II: Financial Bid</b>

## **PROJECT PROFILE**

### **OPEN GYM FRAMEWORK:**

BSCL intends to set up Open Gym in ABD area parks of BMC that involves the supply, installation and commissioning of the following items:

#### **Open Gym Equipment's:**

- 1) Chest Press
- 2) Wheel/ Shoulder Twirl
- 3) Hand Rower
- 4) Back Extension
- 5) Shoulder Exerciser
- 6) Aerial Shoulder
- 7) Leg Extension
- 8) ABS Board (Double)
- 9) Sky Walker
- 10) Surf Board
- 11) Hip Twister Circular (Double)
- 12) Leg Press (Double)
- 13) Circular Pull up Station
- 14) Cycle

#### **Electrical items:**

- 1) Street Light Poles
- 2) Lighting Poles
- 3) MCB Distribution Box
- 4) Earthing with G.I. Pipe

#### **Civil Work:**

- 1) Earth Work
- 2) Concrete Work
- 3) Landscaping

**MAINTENANCE:**

The successful bidder will also maintain and upkeep the Open Gym equipment's under the three years comprehensive warranty throughout the contract period as per the terms & conditions given in this tender document.



## RFP PART-I: SECTION-I

### SHORT TERMS AND DEFINITIONS

1. The words “Nagar Nigam, Bareilly” , “BSCL”, or “Employer” mentioned in the RFP shall mean explicitly /implicitly , Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSC on behalf of ,CHIEF EXECUTIVE OFFICER” for any parts(s)/Portion(s) of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. “Govt.” or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept.” Or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
3. After the tender is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency, contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as “contractor”.
4. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
5. The words, “work”, “Work” and “works” shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
7. **“Last three financial years” means** 2017-18, 2016-17, 2015-16.
8. **“Similar Work”** means Supply, Installation and Maintenance of Accessories, Equipment and Mountings and Up- gradation of Parks.
9. The **"Estimated cost"** means cost of the entire project inclusive of three years of operations & maintenance period for the prescribed period in the RFP.

## RFP PART-I: SECTION-II

### Detailed Tender Notice

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

**a. Technical Eligibility Criteria**

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

- GST Registration
- PAN Card
- PF Registration
- Income tax return copy of last 3 years (FY 2018-17,2016-17, 2015-16) duly attested by Chartered Accountant.
- Educational Qualification of technical employees employed (1 Civil Engineer (B.E/B.Tech with minimum 3 Years of experience);1 Site Supervisor (Diploma with minimum 2 years of site experience)
- Bidder has to submit EMD and Tender Fees through RTGS/ NEFT. The receipt of the transaction has to be uploaded online.
- Self-declaration certificate by Bidder in the form of Affidavit is to be submitted. (Format Annexure II, para 6).
- Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years. (Format Annexure III)
- No Relationship Certificate (format Annexure I)
- Bidders should have an Average Annual Turnover of value not less than 60% of estimated cost projected of NIT during last three financial years i.e. F.Y. 2017-18, 2016-17, 2015-16
- Experience certificate of having successfully completed similar works during last 3 years:

**One** similar work costing not less than the amount equal to 125 Lakhs.

or

**Two** similar works each costing not less than the amount equal to 78 Lakhs.

or

**Three** similar works each costing not less than the amount equal to 62 Lakhs.

**"Similar work"** shall mean any "Supply, Installation and Maintenance of Accessories, Equipment and Mountings and Up- gradation of Parks".

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

**b. Financial Eligibility Criteria / Selection Process**

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

**Ranking order for Bid** – Lowest to highest.

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

**c.** No Consortium or joint venture is allowed to participate in this tender.

## **INSTRUCTIONS TO BIDDERS**

1. Bid documents consisting of RFP are available on the e-procurement website i.e. <http://etender.up.nic.in/> (for view, download and bidding) and in websites [www.nagarnigambareilly.com](http://www.nagarnigambareilly.com) (for view only)
2. As stated above, it is a two bid (part1: General and Technical bid, Part II: Financial Bid) e-procurement Proposal of BSCL. As per the corresponding guidelines of Govt. of Uttar Pradesh, each on line Part-I bid, along with list of enclosures should be uploaded in the offer along with the checklist. Complete address, contact details, email address, website address, etc must be there on the letter head for easy and fast communication, legible scanned copies of valid contractor's Registration Certificate (License) (save as mentioned at above), EPF Registration, GST No., PAN CARD, Earnest Money Deposit (EMD)/Bid security, and cost of tender Documents (non – refundable).
3. Earnest Money Deposit: the value of EMD as mentioned in Tender Document) Earnest Money shall be paid through RTGS/ NEFT in favor of Chief Executive Officer, Bareilly Smart City Limited, Bareilly. After tender opening, The EMD of the unsuccessful bidders will be returned to account provided by the bidder during the registration on e-tendering portal under beneficiary Account number. Earnest money in the form of cheques or any other form except above will not be accepted. Scanned Copy of the transaction slip has to be uploaded along with the Technical Bid.
4. Regarding submission of original documents as a prime component of Part I bid, the following instructions are to be followed. The intending bidders should submit their bid only through e-tendering and on-line Mode.
5. The on-line technical bids received shall be opened at 3:30 PM on Dt 30.03.2019 in the office chamber of the CEO, BSCL before Tender Evaluation Committee. If the same could not be opened on Dt 30.03.2019 at 3:30 PM for any reason beyond the control of BSCL, then the same shall be opened on the next official working day at 3:30 PM.
6. Each received bid, if otherwise not rejected, shall remain valid for a period of 120 days from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BSCL.
7. Within 30 days after opening of the financial bids (RFP Part-II), the EMD(s) of the unsuccessful bidder(s) except the 2<sup>nd</sup> lowest bidder (L2) shall be refunded/ returned, preferably in the shape and manner submitted by the respective bidder(s) for the work on written request(s) and with proper acknowledgement(s). The EMD of L2 bidder can be refunded in the shape and manner to be decided by BSCL after finalization of the Bid for the work.

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

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

## RFP PART – I: SECTION –III

### GENERAL CONDITIONS OF THE RFP/CONTRACT

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

- 7. Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the contractor shall, there upon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.
- 8. PERIOD OF CONTRACT:** The tender for Supply, Installation and Maintenance of Open Gym Equipment and Up- gradation of Parks, BSCL shall be allotted for a period of 36 months (three years) from the date of commissioning & functioning of Open-Air Gym in BMC Parks, for which an agreement with the successful bidder shall be signed as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement.
- The successful bidder(s) shall execute an agreement/contract for the fulfillment of the contract on Rs.100/- non judicial stamp paper in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender.
  - The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
  - The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the BSCL and forfeiture of security deposit with BSCL.
- 9. Payment and release of the Funds**
- a) The Contractor shall be paid up to 85% of the estimated amount by the completion of the work and issuance of completion certificate provided by the technical committee empaneled for the inspection of the work. Balance 15% will be claimed in defect liability (1) and O&M period (2) of three years. (5% annually)
  - b) The Running Bills shall be entertained only after approx. 15% completion of the project.
  - c) After the completion of the work the contractor is liable for one year defect liability and two years of operations & maintenance of the open gym equipment. (Total three years from the date of issuance of completion certificate from the concerned Department)
  - d) The Operations & Maintenance bills shall be claimed by the bidder/ contractor on the yearly basis, bills shall not exceed more than 5% of the agreed project cost annually.
  - e) However, BSCL reserves the right to increase the O&M period till 5 years with a proper notice. The payment required for O&M for extended period shall have to be decided by the BSCL only.
- 10. Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BSCL will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BSCL or of, any other agency/organization engaged/allowed by BSCL, available/to be made available/going on/to be started, at or in

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

#### **11. Supply of Materials:**

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

#### **12. Statutory Approvals and clearances**

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

#### **13. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:**

- i. **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders.
- ii. **Inspection:** BSCL will have the right to inspect the scaffolding and centering etc. for the work and can reject partly or fully such structure if found defective in his opinion.
- iii. **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.



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

**14. Fair Wages Clause:**

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

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

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

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

- 16. Provisions for Workman Compensation:** BSCL shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court,

BSCL pays any compensation to honor and abide the order, then said amount(s) shall be recovered from the contractor.

- 17. Contractor to Indemnify BSCL:** The contractor shall take every precaution not to damage or injure life and/or property of any person/organization/entity in connection with this work. He shall indemnify and keep BSCL indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible. BSCL will not assume any responsibility on this account.
- 18. Resident Engineer(s) and Assistant(s):** The contractor shall engage for this work with qualified and experienced Resident Engineer(s) and Assistant(s) to the satisfaction of BSCL. The Resident Engineer(s) shall represent the contractor in his/her/their absence for receiving instructions of BSCL which will be binding on the contractor.
- 19. Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the Contractor, without prior written permission of BSCL, shall be considered as breach of contract and BSCL reserves the right to take such actions as it may be deem fit against the contractor.
- 20. Rescission of Contract:** Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:
  - I. If the contractor having been given by BSCL a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
  - II. If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
  - III. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer, BSCL.
  - IV. If the contractor fails to follow and comply with the relevant provisions this RFP and/or agreement.
  - V. If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

**When the Contractor has made himself liable for action under any of the cases aforesaid, BSCL shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of CHIEF EXECUTIVE OFFICER shall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by BSCL including debarring the contractor from participating in BSCL Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate (DSC) in the e-procurement portal and recommending the corresponding License Issuing Authority not to renew the license of the contractor.**

**In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials/equipment or entered any engagement on account of or with a view to execute the work/ performance of the contractor.**

**21. Black Listing:** A contractor may be black listed for: -

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

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

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

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

## **RFP PART-1: SECTION-IV**

### **SCOPE OF WORK**

Supply & installation of open gym equipment and up-gradation of parks at various locations in the Bareilly city with defect liability period of one year and operation and maintenance of two years. (Total 3 years after the completion of the project)

The Scope of work also includes the following works:



- a. Civil works.
- b. Electrical works
- c. Gym Equipment.




The detailed drawing, specification of the work has been attached in the DPR.




#### **Design Criteria:**




- Gym Equipment's shall be placed in sequence as per the design provided in the DPR.
- All equipment should be placed with proper movement space.
- All equipment used should be weather proof, long lasting and durable.
- Flooring should be heavy duty hard paved tile for long lasting life.
- The equipment to be placed in each location. The tentative drawing for each park is attached in the DPR. However, the bidder shall be required to prepare a shop drawing after detailed survey and get the drawing approved by the employer before starting the execution of works.
- The detailed specifications for each Open Gym equipment are mentioned in DPR. These have to be followed by the bidder for the equipment. The bidder shall submit the detailed specification sheet for each equipment for approval by employer before execution of works. Should there be any deviation in the specifications then the same would have to be get approved from the employer before execution of works.

## Technical Specifications of Gym Equipment's:-

S.No.	Name of Equipment	Specifications	Reference images
1	<b>Chest Press</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.6 M x 1.85 M</li> <li>• CENTER FRAME: 100 NB GI B-class Pipe</li> <li>• LEG FRAME: 32 NB GI B-CLASS Pipe</li> <li>• MAIN FRAME: 40 NB GI B-CLASS Pipe</li> <li>• HANDLE FRAME: 32 NB &amp; 25 NB GI B-CLASS Pipe</li> <li>• LEG REST: 32NB &amp; 25NB GI B-CLASS PIPE WITH TWO HANDLES</li> <li>• Handle cover: Nylon 66 injection moulded.</li> <li>• SEAT &amp; BACK REST: LLDPE Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded (Only for Self-Standing items).</li> <li>• STOPPER: PU ROD. 50MM DIA</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Cap for 100 NB -Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• BEARINGS: REPUTED MAKE (FAG/SKF)</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• POWDER COAT: DONE BY PURE POLYESTER POWDER WITH 70 80 MICRON THICKNESS.</li> </ul>	
2	<b>Wheel/ Shoulder Twirl</b>	<ul style="list-style-type: none"> <li>• MAIN FRAM MADE UP 100 NB GI</li> <li>• PIPE MADE UP 25 &amp; 20 NB GI</li> </ul>	

3	<b>Hand Rower</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.4 M x 1.8 M</li> <li>• MAIN FRAME: 80 NB GI B-CLASS PIPES</li> <li>• FUN WALKER</li> <li>• FUN ROWER</li> <li>• SEAT FRAME: 80 NB GI B-CLASS PIPES</li> <li>• HANDLE FRAME: 32 NB GI B-CLASS Pipe</li> <li>• LEG REST: 32NB &amp; 25NB GI B-CLASS PIPE WITH TWO HANDLES</li> <li>• SEAT &amp; BACK REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• FOOT REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded (Only for Self-Standing items).</li> <li>• STOPPER: PU ROD. 50MM DIA</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• BEARINGS: PERMANENT SEALED OF REPUTED MAKE (FAG/SKF)</li> <li>• POWDER COAT: DONE BY PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS.</li> </ul>	
4	<b>Back Extension</b>	<ul style="list-style-type: none"> <li>• The main frame of the Back Extension is to be made in 80 NB G.I. Pipes.</li> <li>• The handle frame is to be made up of 25 NB G.I. pipe which is hinged to main</li> <li>• Frame by a suitably designed clamp. Rectangular pipe of size 50x25x3 mm thick is</li> <li>• To be provided as supporting structure for Thigh Rest. Thigh rest or seats is to be</li> <li>• Made up of HDPE material. Foot rest is to be made up of HDPE material and</li> <li>• Attached to main frame with the help of 40 NB G.I. pipes. All pipes are to be</li> <li>• Uniformly powder coated up to minimum 60-micron thickness to avoid corrosion.</li> </ul>	
5	<b>Leg Extension</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 1.8 M x 1.7 M</li> <li>• CENTRE PIPE: 100 NB GI B-class Pipe</li> <li>• SEAT FRAME: 32 NB GI B-CLASS Pipe</li> <li>• SEAT &amp; BACK REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• FOOT rest: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded.</li> <li>• Handle cover: Nylon 66 injection moulded.</li> </ul>	

6	<b>Sky/ Cross Walker</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.5M x 2.3M</li> <li>• MAIN FRAME: 100 NB G.I. PIPES.</li> <li>• FOOT REST PIPE: 40 NB G.I. PIPE</li> <li>• FOOT REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded.</li> <li>• HANDLE: 25 NB</li> <li>• CLAMPS: NYLON 66 INJECTION MOULDED CASING</li> <li>• Handle cover: Nylon 66 injection moulded.</li> <li>• BEARINGS: REPUTED MAKE (FAG/SKF)</li> </ul>	
7	<b>Cycle</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 1.9M X 1.7M</li> <li>• MAIN FRAME: 100 NB GI B-CLASS PIPES</li> <li>• ARM FRAME: 40 NB GI B-CLASS PIPES</li> <li>• HANDLE FRAME: 25 NB GI B-CLASS PIPES</li> <li>• LEG REST: 32NB &amp; 25NB GI B-CLASS PIPE WITH TWO HANDLES</li> <li>• SEAT REST: LLDP ROTOMOULDED SEAT.</li> </ul>	
8	<b>Aerial Stroller</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.3 M x 1.6 M</li> <li>• MAIN FRAME: 100 NB GI B-class Pipe</li> <li>• LEG FRAME: 32 NB GI B-CLASS Pipe</li> <li>• HANDLE FRAME: 25 NB GI B-CLASS Pipe</li> <li>• CLAMPS: NYLON 66 INJECTION MOULDED CASING</li> <li>• FOOT REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded (Only for Self-Standing items).</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• BEARINGS: PERMANENT SEALED OF REPUTED MAKE (FAG/SKF)</li> <li>• POWDER COAT: DONE BY PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS.</li> </ul>	

9	<b>Circular Pull Up Station</b>	<ul style="list-style-type: none"> <li>• The main frame of Circular Pull up Station is to be made by combinations of Different size frames. The vertical support pipes have to be made by 80 NB G.I. pipes.</li> <li>• This vertical support pipes shall give supports to the horizontal handle bars.</li> <li>• All different size horizontal supports have to be made up of 40 NB G.I. pipes.</li> <li>• These different sized horizontal bar supports has to be attached at different height to the vertical frame. Separate foundation stands have to be made of 80 NB G.I. pipes and G.I. plated M.S. round plates has to be provided to each support.</li> <li>• All pipes are to be uniformly powder coated up to minimum 60-micron thickness to avoid corrosion. All open ends of pipe are to be close by GI / HDPE caps for User safety against entrapment.</li> </ul>	
10	<b>Leg Press Double</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 3M x 1.6M</li> <li>• CENTRE PIPE: 100 NB GI B-class Pipe</li> <li>• SEAT FRAME: 32 NB GI B-CLASS Pipe</li> <li>• SEAT &amp; BACK REST: LLDPE Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• FOOT REST: LLDPE Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded.</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• BEARINGS: REPUTED MAKE (FAG/SKF)</li> <li>• STOPPER: PU ROD. 50MM DIA</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• POWDER COAT: DONE BY PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS.</li> </ul>	
11	<b>ABS Board</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.8M x 1.7M</li> <li>• MAIN FRAME: 80 NB G.I. PIPES.</li> <li>• INTERMEDIATE PIPE: 20 NB &amp; 25 NB G.I. PIPES</li> </ul>	



12	<b>Hip Twister Double Circular</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.3M x 2.5M</li> <li>• MAIN FRAME: 100 NB GI B-class Pipe</li> <li>• ARM FRAME: 32 NB GI B-CLASS Pipe</li> <li>• HANDLE FRAME: 20 NB GI B-CLASS Pipe</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded.</li> <li>• TWISTER DISC: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• BEARINGS: PERMANENT SEALED OF REPUTED MAKE (FAG/SKF)</li> <li>• POWDER COAT: DONE BY PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS.</li> </ul>	
13	<b>Shoulder Exerciser</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.3 M x 1.7 M</li> <li>• CENTRE PIPE: 100 NB GI B-class Pipe</li> <li>• SEAT FRAME: 32 NB GI B-CLASS Pipe</li> <li>• MAIN FRAME: 40 NB GI B-CLASS Pipe</li> <li>• HANDLE FRAME &amp; LEG REST: 32NB &amp; 25NB GI B-CLASS PIPE WITH TWO HANDLES</li> <li>• Handle cover: Nylon 66 injection moulded.</li> <li>• SEAT &amp; BACK REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded.</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Cap for 100 NB -Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• BEARINGS: REPUTED MAKE (FAG/SKF)</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• POWDER COAT: DONE BY PURE POLYESTER POWDER WITH 70- 80 MICRON THICKNESS.</li> </ul>	
14	<b>Surf Board</b>	<ul style="list-style-type: none"> <li>• SAFE AREA: 2.4M x 2.3M</li> <li>• MAIN FRAME: 100 NB GI B-class Pipe</li> <li>• LEG FRAME: 40 NB GI B-CLASS Pipe</li> <li>• HANDLE FRAME: 25 NB GI B-CLASS Pipe</li> <li>• CLAMPS: NYLON 66 INJECTION MOULDED CASING</li> <li>• SEAT REST: LLDP Roto moulded seat with inbuilt bolts 3/8" X 1.5".</li> <li>• BOTTOM COVER: Base Cover for 100 NB -PP injection moulded.</li> <li>• PIPE CAP: Nylon 66 injection moulded.</li> <li>• BEARING CAP: Nylon 66 injection moulded.</li> <li>• BEARING HOUSING AND PIN: Seamless Pipe &amp; Round Bar</li> <li>• NUT BOLTS CAP: Nylon 66 injection moulded with SS M6 fasteners.</li> <li>• BEARINGS: PERMANENT SEALED OF REPUTED MAKE (FAG/SKF)</li> </ul>	

## COMPREHENSIVE WARRANTY

1. The period of onsite comprehensive warranty will be Three years, and will start only after the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract.
2. During the warranty period of the products given by the successful bidder, the bidder shall give warranty that goods to be supplied shall be new and free from all defects and faults in material,

workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.

3. If it becomes necessary for the bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above- mentioned period of 36 months, whichever may be later. If any defect is not remedied within 24 hours, then the penalty will be laid as per penalty clause. The Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
4. Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
5. Under the comprehensive warranty, the bidder has to manage and maintain in working condition the complete Open Gym equipment's, electrical items and Civil work etc. 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 the Open Gym equipment's, Electrical items and Civil work are in good condition.
  - a) Chief Executive Officer, BSCL shall act as the nodal officer for the project for the purpose of overall monitoring of the project.
  - b) Concerned school Principal or his nominee will act An Assistant Nodal Officer (ANO) has to ensure that the open gym equipment's , Electrical items and Civil work are working properly 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.

## RFP PART-1: SECTION-V

### SPECIAL CONDITIONS OF THE RFP/CONTRACT

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

8. The actual date of completion of the original work covering all the parks and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by BSCL from time to time and the same shall be binding upon the contractor.
9. The EMD, & Security Deposit(s) (SD) retained by BSCL from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.
  - a) No interest will be paid by BSCL on the EMD furnished by any bidder, on the SD of the contractor and on the amount(s) to be withheld/deducted by BSCL from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

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

**RFP PART – I: SECTION –VI**

**LIST OF PARKS FOR IMPLEMENTING THE OPEN GYM PROJECT**

Note: The list below is tentative and the selected vendor shall make a finalized list in consultation with the SPV (BSCL) and PMC after the detailed survey for the actual work implementation. The SPV reserves the right to increase or decrease the number of equipment's in parks. However, the total number of parks shall be 11 no's maximum.

<b>S. No.</b>	<b>Park Name</b>
1	Ambedkar Park
2	Tulsi Park 2, Civil Lines
3	Tulsi Park 1, Civil Lines
4	Gandhi Murti Park
5	Nagar Nigham Park
6	Ram Manohar Lohiya Park
7	Tulsi Park 3, Civil Lines
8	Madhobadhi Valmiki Park
9	Babu Jagjeevan Park
10	Shri Damodar Swaroop Seth Park
11	Agrasen Park

## **FORMATS FOR PROPOSAL**

ANNEXURE-I

### **CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We\* am/are\* **related /not related** (\*) to any officer of Bareilly Municipal Corporation of the rank of Assistant Engineer & above and any officer of the rank of Assistant Engineer/under Secretary and above of the housing & Urban Development Department, Govt. of Uttar Pradesh. 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 (Bareilly Municipal Corporation).
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 tome/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....., Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,” .....” ***(Strike out whichever is not applicable)***
  
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
  
3. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.
  
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
  
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
  
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work “Supply and Installation of open gym Equipment and up-gradation of parks in Bareilly” BSCL vide Bid Reference.....DT ..... is 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)**



**BID SUBMISSION LETTER FORMAT**

**BID SUBMISSION LETTER FORMAT**

**Date:** .....

To,

Chief Executive Officer

**Bareilly Smart City Limited,**

Nagar Nigam, Bareilly-243001,

Uttar Pradesh,

**Subject: Supply and installation of Open Gym Equipment and upgradation of parks in Bareilly.**

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of upgradation of Parks, supply, installation & commissioning of Open Gym equipment Hardware, uploading/maintenance and onsite comprehensive warranty for three years in BMC / ABD area Parks, submit the following information/undertaking/declaration for consideration of the BSCL.

**2. Price and Validity**

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

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

**3. Earnest Money Deposit**

The transaction slip of Amount of Earnest Money deposited (EMD): 9,50,000/- online should be enclosed in the office of Chief Executive Officer as per the details mentioned in Para-7 of Part-I, Memorandum of Information.

**4. Bid Pricing**

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

**5. Qualifying Data**

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

**6. Declarations**

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

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I/We accept to the conditions mentioned in the tender document for the up gradation of Parks as per the

scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by the Bareilly Smart City Limited, Bareilly.

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

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

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

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

I/We hereby confirm to the supply, installation, commissioning of the hardware, software, educational digital content, training to teachers, and comprehensive onsite warranty and further technical specification given and other terms & conditions mentioned in the tender document.

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

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

Thanking you,

Yours faithfully,

Place:.....

Name:.....

Designation: .....

Business Address:.....