



**INSTITUTE ON MANAGEMENT OF AGRICULTURAL EXTENSION  
(IMAGE)**

(AN AUTONOMOUS INSTITUTE OF GOVERNMENT OF ODISHA)

Siripur, BHUBANESWAR-751003, Odisha

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**No. 2559**

**Dated : 07.06.2022**

**Selection of Agency for providing Comprehensive Facility Management  
Services(CFMS) at IMAGE, Siripur, Bhubaneswar, Odisha**

IMAGE invites a Request for Proposal (RFP) for Selection of an Agency for providing Comprehensive Facility Management Services(CFMS) at IMAGE, Siripur, Bhubaneswar, Odisha.

The RFP documents covering the details of information, eligibility criteria, selection process, and other terms & conditions can be downloaded from ([www.agri.odisha.gov.in](http://www.agri.odisha.gov.in) / [www.odisha.gov.in](http://www.odisha.gov.in)) from 08.06.2022. The last date for submitting the RFP documents along with processing fees of Rs.11800/- (Rupees eleven thousand eight hundred)only in favour of "Director, IMAGE" payable at Bhubaneswar through regd. / speed post / courier / by hand with receipt only is dt.12.07.2022 (3.00PM).The pre-proposal meeting will be held at IMAGE, Bhubaneswar– 751003, Odisha on 21.06.2022 at 11.30 AM. The technical bids will be opened on 13.07.2022 at 04.00 PM. The date of opening of financial bids shall be intimated later on. IMAGE reserves the right to accept/reject any/all proposals/terminate the entire selection process at any stage without assigning any reason thereof.

Sd/-

**DIRECTOR, IMAGE**

# **REQUEST FOR PROPOSAL(RFP)**

**Selection of Agency for providing Comprehensive  
Facility Management Services(CFMS) at IMAGE,  
Siripur, Bhubaneswar, Odisha**

**Institute on Management of Agricultural Extension  
(IMAGE), Odisha, Bhubaneswar-751003**

## **Disclaimer and Confidentiality**

This Request for Proposal (RFP) Document has been prepared by Institute on Management of Agricultural Extension (IMAGE), Bhubaneswar, (herein referred to as CLIENT) solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Client.

The information contained in this RFP document (the "RFP") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) 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 neither an offer nor invitation by "CLIENT" to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by "CLIENT" or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for "CLIENT", its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP including annexures/attachments/amendments and obtain independent advice from appropriate sources. "CLIENT" and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to "CLIENT" by third parties have not been independently verified by "CLIENT". Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property.

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" CIENT" also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

" CIENT" may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. " CIENT" may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

" CIENT" reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that " CIENT" is bound to select service provider or to appoint the successful service provider, as the case may be. " CIENT" reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by " CIENT" or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and " CIENT" 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 Bid, regardless of the conduct or outcome of the Bidding Process.

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### Bidder Data Sheet

S.N.	Particulars	Details
1.	<b>Name of the Client</b>	Institute on Management of Agricultural Extension (IMAGE), Odisha, Bhubaneswar
2.	<b>Title of the RFP</b>	Selection of an Agency for providing Comprehensive Facility Management Services at IMAGE, Bhubaneswar, Odisha.
3.	<b>Broad Scope of Services</b>	<ol style="list-style-type: none"> <li>1. Operation and Maintenance of all Electrical and Mechanical equipment</li> <li>2. Housekeeping and Sanitation services,</li> <li>3. Security services,</li> <li>4. Waste Management,</li> <li>5. General Pest control,</li> <li>6. Coordination with other service providers</li> </ol>
4.	<b>Method of Selection</b>	<b>Least Cost selection process (LCS)</b>
5.	<b>Proposal Validity</b>	<b>120 Days</b>
6.	<b>Date of Issue of RFP</b>	<b>08.06.2022</b>
7.	<b>Deadline for Submission of Pre-Proposal / Pre-Bid Queries</b>	<b>18.06.2022, 17:00 hours</b>
8.	<b>Pre-proposal meeting</b>	<b>21.06.2022, 11:30 hours</b>
9.	<b>Issue of Pre-proposal clarification</b>	<b>24.06.2022</b>
10.	<b>Proposal Due Date</b>	<b>12.07.2022, 15:00 hours</b>
11.	<b>Date of opening of Technical Proposal</b>	<b>13.07.2022, 16:00 hours</b>
12.	<b>Date of Technical Presentation</b>	<b>To be intimated later</b>
13.	<b>Date of opening of Financial Proposal</b>	<b>To be intimated later</b>
14.	<b>Site Visit</b>	Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of bid preparation.

S.N.	Particulars	Details
15.	<b>Pre-proposal meeting</b>	<p>A pre-proposal meeting will be held on dt. 21.06.2022 at 11:30A.M at Conference Hall-II of IMAGE, Siripur, Bhubaneswar-751003. All queries should be received on or before dated, 18.06.2022 , 17:00 hours at Office of the Director, IMAGE on e-mail in word format. The name, address, and telephone number of the nodal officer is: Director, IMAGE, Bhubaneswar, Contact No- 0674-2974145, Mail Id- imagebbsr1999@gmail.com</p> <p><i>All bidders are requested to mention their email id correctly in pre-bid query for the purpose of inviting for the pre-proposal meeting.</i></p>
16.	<b>Bid Document Fee (Non-Refundable)</b>	<b>Rs11,800 /- (Rupees Eleven Thousand eight hundred Only)</b> (including GST) in shape of Demand draft drawn in favour of Director, IMAGE , Payble at Bhubaneswar. Bid without supporting Bid document fee shall be out rightly rejected.
17.	<b>Earnest Money Deposit (EMD)/ Bid Security Declaration</b>	<b>NIL.( Bid Security Declaration Form-T13 to be submitted)</b>
18.	<b>Performance Bank Guarantee (PBG)</b>	<b>3 %</b> of the Contract Value
19.	<b>Contact Person</b>	Executive Engineer, IMAGE, Bhubaneswar, Contact No- 9437129908/ Deputy Director, IMAGE Contact No- 9853160631
20.	<b>Place of Opening of Proposal</b>	IMAGE, Bhubaneswar
21.	<b>Taxes</b>	As per RFP
22.	<b>Evaluation Criteria for Technical Proposal</b>	Bidders are requested to refer RFP

**SECTION: 1**

**LETTER OF INVITATION**



## **1. LETTER OF INVITATION**

**RFP No:** \_\_\_\_\_ **Dated** \_\_\_\_\_

**Name of the Assignment:** Selection of Agency for providing Comprehensive Facility Management Services (CFMS) at IMAGE, Siripur, Bhubaneswar, Odisha.

**IMAGE** invites sealed proposal from eligible bidders for **Selection of Agency for providing Comprehensive Facility Management Services (CFMS) at IMAGE, Siripur, Bhubaneswar, Odisha**". More details on the proposed assignment are provided at **Section-3: Terms of Reference** of this RFP Document.

- (i) An Agency will be selected under **Least Cost Selection Procedure** as prescribed in the RFP Document.
- (ii) The bid / proposal completes in all respect as specified in the RFP Document must be accompanied with a **non-refundable** amount of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)** towards **Bid Processing Fee** in the form of **Demand Draft** in favor of "**Director, IMAGE**" drawn in any Scheduled Commercial Bank and payable at Bhubaneswar, Odisha and a "**Bid Security Declaration**" towards **Bid Security**, failing which the bid will be rejected.
- (iii) The proposal must be delivered at the specified address as per the Bidder Data Sheet by **Speed post / Registered Post / Courier/ By Hand with receipt** only. The IMAGE shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
- (iv) The last date and time for submission of proposal complete in all respects is **12/07/2022 up to 3 P.M.** and the date of opening of the technical bid is **13/07/2022 at 4.00 PM** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
- (v) This RFP includes following sections:
  - a. Letter of Invitation [**Section –1**]
  - b. Instruction to the Bidder [**Section –2**]
  - c. Terms of Reference [**Section –3**]
  - d. Technical Proposal Submission Forms [**Section – 4**]
  - e. Financial Proposal Submission Forms (**Section–5**)

(vi) While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the IMAGE knowledge, the IMAGE holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The IMAGE reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.

**Director, IMAGE**

**Section-2:**

**Instruction to Bidders**

## **2. INSTRUCTION TO BIDDERS**

### **2.1 Project Introduction**

**Location- IMAGE, Siripur, Bhubaneswar**

<b>Description</b>	<b>Areas</b>
Total Campus Area	4.76 Acre
Boundary Wall Surface Area (Inside + Outside)	—
Total built-up Area	5690.35 Sqm
(i) Admin block with 2 conference halls	1443.61 Sqm
(ii) Old Hostel Block (15 rooms & 2 guest rooms)	923.72 Sqm
(iii) Officers' Hostel (45 rooms, 3 suits& 1 conference hall)	1230 Sqm
(iv) New Farmers' Hostel (32 rooms & 2 training halls)	
(v) AMA KRUSHI Office	392.9Sqm
(vi)Conference Complex with one conference hall, one structured training hall & four Syndicate rooms	600.12 Sqm
(vii) Bus Shade	100 Sqm
(viii) Center of Excellence (Under Construction)	1000 Sqm
<b><u>Number of Toilets</u> :-</b> Toilets	a) Common toilet: 15 nos. (Including hostel, conference hall etc.) b) Attached toilet: 5 nos. (In administrative building) 95 no. (In Hostels)
<b>Type of Flooring</b>	Tiles
<b>Lawn area</b>	570 Sqm.
<b>Solar power system</b>	5 units

**Note:**

- (i) Area variation is  $\pm 10$  %.**
- (ii) Bidders are requested for site visit before preparation and submission of their Bid.**

**DETAILS OF AVAILABLE ASSETS AT THE FACILITY**

<b>Sl. No.</b>	<b>Name of the Asset (Machinery/ Equipment/ Accessories)</b>	<b>Specification</b>	<b>Available Quantity</b>	<b>Remarks , if any</b>
1.	All type of light fittings including internal and external	Different specifications	-	
2.	DG set Make-Sterling	<ul style="list-style-type: none"> <li>• Jackson Make – 125 KVA</li> <li>• Mahindra Make- 25 KVA</li> </ul>	1 No. 1 No.	
3.	<b>A. Cs</b>	Split ACs	122 Nos.	
4.	Lifts - Make-OTIS	6 Pax each	2 Nos.	
5.	Fans (Ceiling fan and wall bracket & Exhaust fan)			
6.	Water purifier (Aquaguard make Cooler-cum-purifier)		9 Nos.	
7.	LCD projector with screen		10 Nos.	
8.	Sound system with podium & cordless mics		2 sets	

## 2.2 General

### 2.2.1 Scope of Tender

- a. IMAGE, Siripur, Bhubaneswar (here in after referred as “**Client**”) invites sealed bids from agencies for providing ‘Comprehensive Facility Management Services’ under Category-A, for providing Comprehensive Facility Management Services at Krushi Bhawan, Bhubaneswar, Odisha.
- b. The successful bidder will be expected to provide the Comprehensive facility management services for the intended period specified in the Bidder Data Sheet. Please refer **ToR** for detailed scope of work for the proposed services.
- c. The successful bidder shall become Facility Management Service Provider (FMS) on completion of contract signing formalities.
- d. The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.

### 2.2.2 Reporting Officer

Executive Engineer, IMAGE, Bhubaneswar, Contact No- 9437129908

### 2.2.3 Eligibility Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

	Description	Required Supporting Document
A.	Bidder should be registered under appropriate client e.g: <ul style="list-style-type: none"><li>• Indian companies Act 1956/2013</li><li>• Indian Partnership Act 1932</li><li>• Society Registration Act- 1860</li><li>• Limited Liabilities Partnership Act-2008</li><li>• Odisha Shops &amp; Establishments Act-1956</li></ul>	Certificate of Registration/Partnership Deed /LLP Deed shall be submitted.
B.	Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any of the Govt. project as on date of proposal.	Undertaking as per <b>Form T5</b> on stamp paper of appropriate value in shape of affidavit from the Notary regarding non blacklisting to be furnished.
C.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the Bidder due to prior, current, or proposed.	Self declaration from the Bidder.

D.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service.	An under taking to this effect must be submitted on the Bidder Letter head.
E.	The Registered Office/Branch Office of the service provider must be located within jurisdictional area of Odisha.	Valid address proof of the Office (Copy of Landline Telephone Bill/ Electricity Bill/GSTIN of the Office.)
F.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws , Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN,GSTIN,IT returns for the last 03(Three) Financial Years, Labour registration, EPF registration certificates and valid License under PSARA(Private Security Agencies Regulation Act-2005) to be submitted along with the Technical proposal.
G.	The bidder must have executed comprehensive operation, maintenance and multi-facility mechanized services in Central/State Govt./IT/ITes companies, High Rise Buildings , Institutional campus/Business Centers/ Hospitals/ Commercial Buildings in India(Preferably Bhubaneswar, Odisha) during last 03 financial Years as on date 31.03.2022 of Value specified herein in the relevant area as per the scope of work.: One project with minimum 01(One Lakh) square feet and not less than the contract value of Rs.7.00 Crores.	Copies of supporting work order /Work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per Form- T4
H.	Average annual turnover from Facility Management Services must be atleast Rs.10.00 Crore in the last 03 (Three) F.Y ending 31 <sup>st</sup> march'2021.	CA certificate .
I.	Must have Its own Bank account in any Scheduled bank situated in Bhubaneswar Bank.	Copy of the Pass Book along with self attested bank Account statement for the last One year period needs to be furnished.

#### **2.2.4 Proposal Preparation Cost**

The bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and participate in the bidding process. Client shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

#### **2.2.5 Project Inspection and Site Visit**

The Bidder, at his own responsibility and risk can visit, and examine the location of the site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Client shall not be liable for such costs, regardless of the outcome of the bidding process.

#### **2.2.6 Only One Proposal**

Each bidder will submit only one proposal. Alternative bid is not allowed. **Consortium / Joint venture of any form is not allowed** under this bidding process

#### **2.2.7 Taxes**

- i. The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).
- ii. As a condition, precedent for reimbursement of the GST, the FMS shall provide a valid GSTIN and raise GST compliant Tax Invoice to the Client.
- iii. The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the FMS from Client shall be solely borne by the FMS. The FMS alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws. Client shall not bear any responsibility in this regard.
- iv. However, towards compliance with the applicable Tax laws, Client shall deduct TDS as applicable from the payments to be made by Client to FMS and a certificate shall be made available to the FMS in support of the evidence.

### **2.3 Bidding Instructions**

#### **2.3.1 Special Instructions for Preparation of Proposal**

- i. **Language:** - The proposal and supporting documents shall be in **English** language unless otherwise specified.
- ii. **Currency:** - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Client, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.



- iv. The technical proposal shall contain no correction or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections or overwriting must be signed by the authorized representative of the bidder. There should not be any overwriting in the financial bid. Client's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
  - a) The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
  - b) While making the proposal, the bidder must ensure that they provide all the information as sought by Tender Inviting Authority, failing which the proposal shall be considered as non-responsive.
  - c) Detail working of the lump sum price must be submitted along with the Financial Proposal (as per financial Bids submitted with the RFP).
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
  - a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - b) received all such relevant information as it has been requested from Client; and
  - c) made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the Proposal would be evaluated solely on the basis of available information.
- viii. Client shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
- ix. Client reserves the right to reject any or all proposals without assigning any reason whatsoever.
- x. Client also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- xi. Client reserves the right to verify any or all information furnished by the Bidder.

- xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Client shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

**2.3.2 Submission of queries**

Any queries or request for additional information concerning this RFP shall be submitted by email within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

The email subject / communication shall clearly bear the following identification/ title: **“Queries / Request for Clarification: Selection of Agency for Providing Comprehensive Facility Management Services”**

The Bidder shall mention the name of firm and contact details of their representative on email while sending queries:

The queries should necessarily be submitted in the following format: -

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

*Any requests for clarifications after the bid submission date shall not be entertained.*

**2.3.3 Clarification and Amendment of RFP document**

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which Client may hold at its own discretion; Client may amend the RFP document. The clarifications to the list of queries along with addendums if any, will be **uploaded on the websites as mentioned in the Bidder Data Sheet** of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of bid, Client may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum" or "Corrigendum".

**2.3.4 Bidder/s submission in support of Eligibility**

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the RFP (Eligibility Criteria)

## 2.4 Preparation and Submission of Bids

### 2.4.1 Preparation of Bids

- a) Detailed RFP may be downloaded from [www.odisha.gov.in/  
www.agri.odisha.gov.in](http://www.odisha.gov.in/www.agri.odisha.gov.in).
- b) Bidders should take into account all clarifications / corrigendum / addendums to the RFP document published before preparation and submission of their proposals.
- c) Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of files through which the bids have to be uploaded/submitted, the number of documents - including the names and content of each of the document that need to be submitted.
- d) Any deviations from these may lead to rejection of the bid.
- e) The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.

### 2.4.2 Submission of Bids

- I. The following shall be the form of various documents in the Application:
  - a) Technical proposal as per format prescribed in SECTION-4 of RFP;
  - b) Financial proposal in the excel document template to be submitted by the Authority for the assignment based instruction given in this RFP.
- II. The Applicant shall submit copies of the Proposal as specified in RFP above before 3.00 PM IST on the Proposal Submission due date as specified in Data Sheet.
- III. Each page of the bid documents should be numbered and duly signed by the bidder or authorized signatory with a proper index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be **out rightly rejected by the Client.**

*Any deviation from the prescribed procedures/information/formats/conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.*

### 2.4.2.1 Submission of Technical Proposal

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-4 of the RFP Document. Submission of wrong form of technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section-4.

The following Forms needs to be submitted along with the technical proposal:

Forms	Format Details
FORM- T1	Covering Letter
FORM-T2	Information about the Bidder & Financial Capacity of the Bidder
FORM-T3	Power of Attorney
FORM-T4	Past Experience in Similar Sector
FORM-T5	Undertaking
FORM-T6	Commitment for proposed Equipment and Materials
FORM-T7	Proposed manpower deployment plan and standard operating procedure
FORM-T8	Quality control mechanism
FORM-T9	Anti-Collusion Certificate
FORM- T10	Proposed work plan
FORM- T11	Description of Approach Methodology to Undertake the Assignment
FORM- T12	Format for Bid Security Declaration

### 2.4.2.2 Submission of Financial Proposal

i. The Financial Proposal shall be prepared using the attached standard forms as per Section -5 given with this RFP document.

Form No	Enclosures to financial proposal
Form- F1	Financial proposal submission form
Form- F2	Financial Bid
Form- F3	Detail break up of Financial offer

ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

- iii. All information provided should be legible, and wherever the information the information is give in figures the same should also be mentioned in words. In case of conflict between amount stated in figures and words, the amount mentioned in words will be taken for consideration.
- iv. The financial proposal shall be in the form of lump-sum amount (in the form of Annual Comprehensive Facility management cost quoted in INR for 1<sup>st</sup> Year) and shall be exclusive of any Taxes/GST that may be applicable. Detail break-up of the lump-sum amount must also be worked out and to be submitted along with the financial proposal.

## **2.5 Modifications/ Withdrawal of Proposals**

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date.

### **Opening of Proposal**

- i. Client reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.
- ii. Opening of Proposals will be done at IMAGE, Bhubaneswar
- iii. The Financial Proposal as per RFP will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

## **2.6 Evaluation of Proposal**

A **Three stage evaluation process** will be conducted as explained below for evaluation of the proposals:

- a) **Preliminary Evaluation (1<sup>st</sup> Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the required conditions as described in RFP and the requisite documents / information have been properly furnished by the bidder or not. Thereafter, Client shall determine whether each bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:
  - i) It is as per the format as described in the RFP;
  - ii) It is received by the Bid Due Date including any extension thereof pursuant to Data Sheet;
  - iii) It is accompanied by the Bid Document Fee as specified in this RFP;

- iv) It is accompanied by the Power of Attorney as specified in T-3;
  - v) It is accompanied by Undertaking for not having been black listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past;
  - vi) All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder;
  - vii)It contains all the information (complete in all respects) as requested in this RFP and/or bidding document;
  - viii)It does not contain any condition or qualification and;
  - ix) It is not non-responsive in terms hereof.
- b) Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- c) **Technical Evaluation (Stage 2):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

<b>S.N.</b>	<b>Bid Evaluation Parameters</b>	<b>Total / Maximum Marks</b>
<b>1</b>	<b>Turn Over</b>	<b>10</b>
a	Average annual turnover from Facility Management Services from 10 Cr to Rs.15 Cr in the last 3 FY (ending 31 <sup>st</sup> March 2021)	5
b	Average annual turnover from Facility Management Services from more than15 Cr in the last 3 FY (ending 31 <sup>st</sup> March 2021)	10
<b>2</b>	<b>Experience of Bidder</b>	<b>50</b>
A	Relevant Project Experience (in providing Comprehensive facility management services such as Operation, Maintenance and Multi facility Mechanized Services in Buildings/High rise Buildings/Institutional campus/Business centers/hospitals/ commercial buildings having built-up area minimum 01 Lakh Sq. ft.)	50
i	For minimum 2 assignments of similar or greater area in last 3 years (minimum continuous engagement of 12 months in the assignment). – Max 20 Marks	
ii	For each additional assignment of similar or greater area in last 5 years (minimum continuous engagement of 12 months in the assignment) 5.0 marks shall be given. Maximum 6 additional projects will be considered for evaluation – Max 30 marks	
<b>3</b>	<b>‘Approach and Methodology’ and Work Plan (refer T-12 &amp; T-11)</b>	<b>20</b>

a	Overall Project Approach including Proposed Manpower, Standard Operating Procedure and Quality Control Mechanism	10
b	Work Plan, Manpower deployment modalities, Grievance redressal protocol, value provided to clients etc.	10
<b>4</b>	<b>Technical Presentation</b>	<b>20</b>
a	Manpower Deployment	05
b	Use of Technology in CFMS	05
c	Methodology for managing the open spaces / green area (excluding parking and built-up area)	05
d	Material procurement Methodology – Procurement, Safety stock calculation, Storage, Material issue and control	05
	<b>TOTAL</b>	<b>100</b>

- (i). The total score obtained by the bidder above shall be the technical score (T) of the bidder.
- (ii). Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. Applicants should score **at least 70 marks** for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- (iii). Please note that the Technical presentation mentioned in the table above shall be a power-point presentation to be made by the bidders in front of the committee. The date, time and venue for the design is mentioned in the Bid Data Sheet.
- d) **Financial Evaluation (Stage 3):** The financial proposal of the bidders qualifying the technical evaluation (2<sup>nd</sup> Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

## 2.7 Evaluation Process

**Least Cost Selection process (LCS)** method will be followed during the overall process. Minimum qualifying marks to qualify the Technical Proposal will be 70 out of 100.

Financial proposals are then opened for only eligible and responsive offers and are given a cost-score based on relative ranking of prices.

The lowest financial proposal shall be marked as the First Ranked Applicant (L1) while the next lowest proposal shall be marked as Second Ranked Applicant (L2) and so on.

The Selected Applicant shall be the First Ranked Applicant (L1). The L2 and L3 Applicants shall be kept in reserve and may be invited for negotiations in case the L1 Applicant withdraws or fails to comply with the requirements specified in the RFP document.

For the purpose of evaluation, the rates quoted by the bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the client).

## **2.8 Award of Work**

After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Client to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof in original.

In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, the appropriate EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

## **2.9 Execution of Service Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement (SA) within the period prescribed in LoA. The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement. The Selected Bidder shall submit Performance Bank Guarantee before signing of Service Agreement.

## **2.10 Implementation Process and Contract Period**

The date on which the Service Agreement will be signed between “CLIENT” and Selected Bidder will be identified as the ‘Commencement Date’;

### **2.10.1 Mobilization Period**

The Agency will be granted 15 calendar days from the date of signing the Service



Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the ‘Effective Date’;

The Client may request to mobilize part team on priority (if need be) during mobilization period, FMS shall extend required assistance to the Client if such request is raised.

**2.10.2 Contract Period**

The Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of 01 year (i.e.12 Months) and can be extended upto 03(Three) years based on satisfactory performance and mutual consent. The FMS shall provide a consolidated list of equipment’s procured by the FMS and update the Client for records.

**2.10.3 Payment Terms and Enhancement**

- i. The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal monthly installments basis during contract period.
- ii. Overall cost enhancement of 3% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost. Following example is for clarity :

<b>1st Year</b>	No enhancement
<b>2nd Year</b>	3% enhancement on Annual Comprehensive Facility Management Cost paid in 1 <sup>st</sup> Year
<b>3rd Year</b>	3% enhancement on Annual Comprehensive Facility Management Cost paid in 2 <sup>nd</sup> Year

- iii. However, if after taking into account the changes/ increase in minimum wages/ statutory wages payables to workers, such increase may be considered (even if, with that increased contract value will escalate more than the overall limit of 3% per annum on the initial value of contract).

## 2.11 Performance Security

- a) Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 3% of the Annual Contract Value as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of Director, IMAGE, Bhubaneswar. Failure of the successful Bidder to comply with the requirements of RFP shall constitute sufficient grounds for cancellation of the award.
- b) The performance security submitted shall be valid for a period of 1 Year and 3 months from the date of effectiveness of the contract. The authenticity of the PBG will be get properly verified by the Client from the local branch of the issuing bank prior to execution of the contract.
- c) It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- d) Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Client before the expiry date of the Bank Guarantee originally furnished.
- e) *Appropriation of Performance Security*  
Performance Security submitted by the FMS shall be forfeited if the FMS fails to commence operations as per the requirements of this RFP.

In the event the FMS fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Client shall have right to appropriate such amount as damages from the Performance Security submitted by the FMS.

Upon occurrence of a FMS Default or failure to meet any condition as per the Service Agreement, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such FMS Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the FMS shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Client shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the FMS shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the FMS Default or to meet any Condition Precedent, and in the

event of the FMS not curing its default or meeting such Condition Precedent within such Cure Period, the Client shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

*f) Release of Performance Security*

Performance Security submitted, will be returned to the FMS subject to the Client's right to receive or recover amounts, if any, due without any interest within 90 days after completion of Contract.

**2.12 Bid Security/EMD**

The bidder must furnish as part of the technical proposal, a Bid Security declaration as prescribed in the RFP failing which the bid will be rejected.

**2.13 Power of Attorney**

The Bidder should submit a Power of Attorney in the format specified at Form T4 of Section 4 authorizing the signatory of the Proposal to commit the Bidder.

**2.14 Proposal Validity**

- a) The Bidder Data Sheet Sl. No 5 indicates that the proposal will remain valid for a period of 120 days after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. Client will make its best effort to complete the selection process within this period. If required, the Client may request the bidders to extend the validity period of their proposals. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance Client shall not consider such proposal for further evaluation.
- b) Bidders are requested to refer "Bidder Data Sheet" for applicable duration of validity.

**2.15 Conflict of Interest**

2.15.1 Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (FMS) under any of the circumstances set forth below :

- a. Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
- b. Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of

- i. The preparation of the Terms of Reference of the Assignment/job,
- ii. The selection process for such Assignment/job, or
- iii. Supervision of the Contract may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.

2.15.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

## **2.16 Corrupt or Fraudulent Practices**

2.16.1 Client desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Client:

- a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Client defined the terms set forth as follows:

*"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and*

*"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition*

## **2.17 Prohibition against collusion amongst bidder(s)**

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the

purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Client's sole discretion. The format for Anti- Collusion Certificate has been provided in Form T-10 under Section 3 of the RFP document.

### **2.18 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

### **2.19 Interpretation of Documents:**

- i. Client will have the sole discretion in relation to:
  - a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
  - b) all decisions relating to the evaluation of Proposals.

Client will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

- ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:
  - a) Service Agreement,
  - b) Information and Instructions to Bidder.
- iii. Client reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

### **Section – 3: Terms of Reference (ToR)**

## **3. Terms of Reference (ToR)**

### **3.1 Sub-contracting**

The selected service provider is not allowed to sub-contact any portion of work to any entity under this contract.

### **3.2 Other contractors**

**3.2.1** The facility management service provider (FMS) shall cooperate and share the service areas with other contractors, Occupants, Operators, Public authorities associated with the Client as and when required.

**3.2.2** The facility Management service provider shall as referred to in the contract, also provide facilities and services for them as described in the schedule. The Client's representative may modify the schedule of other contractors and shall notify the FMS of any such modification.

### **3.3 Materials, Machinery & Equipment**

**3.3.1** The FMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Client as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.

**3.3.2** The FMS shall bear all the costs including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.

**3.3.3** All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Client.

**3.3.4** The Client may summon the complete record of the procurement of materials from the service provider at any time if needed. At site, the material shall be accounted in a manner prescribed by Client in writing.

**3.3.5** The material procured by the service provider shall be strictly according to the specification of that material conforming to ISI standard or any other approving Client as applicable.

**3.3.6** Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in Charge to remove the material.

### **3.4 Labour**

**3.4.1** The FMS shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**3.4.2** The FMS shall, if required by the Client, deliver to the Client a return in detail, in such form and at such intervals as the authorized officer of Client may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

### **3.5 Compliance with Labour Regulations**

**3.5.1** During continuance of the contract, the FMS shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local Client and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local Client.

**3.5.2** The FMS shall keep the Client indemnified in case any action is taken by the Client on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Client is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Client shall have the right to deduct any money due to FMS, including his amount of performance security. The Client shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by the Client.

**3.5.3** The employees of the FMS **in no case shall be treated as the employees of the Client at any point of time.**

### **3.6 Safety**

**3.6.1** The FMS shall be responsible for maintaining the safety of all activities on the site.

**3.6.2** In respect of all labour directly or indirectly employed in the work for the performance of the FMS's part of this contract, the FMS shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.



**3.6.3** FMS is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors; therefore for ensuring safety compliance by them, FMS is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

### **3.7 Liquidated Damages**

**3.7.1** The FMS shall pay liquidated damages to the Client at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Client may deduct liquidated damages from payments due to the FMS. Payment of liquidated damages does not affect the FMS's.

**3.7.2** In case of continued default or repetitive non-performance at regular intervals, Client may go on enhancing the levy of liquidated damages, each time limited to 1% of contract price per month of further default subject to maximum limit of 10%.

### **3.8 Cost of Repairs**

Loss of damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the duration of Contract shall be remedied by the FMS at FMS's cost if the loss or damage arises from the FMS's acts or omissions or damage to main FMS's work.

### **3.9 Manuals & Registers**

**3.9.1** The FMS shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.

**3.9.2** If the FMS does not submit the asset register at the end of the contract period or they do not receive the Client's approval, the Client reserves the right to withhold the final bill payable to the FMS.

### **3.10 Force majeure**

Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

#### **A. Non-Political Events**

i. Acts of God or natural disasters beyond the reasonable control of the Affected Party

which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.

- ii. Radioactive contamination, ionizing radiation
- iii. Epidemic, famine.
- iv. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- v. Strikes or boycotts or industrial action or any public agitation of any kind;
- vi. Any event or circumstances of a nature analogous to any of the foregoing.

#### **B. Political Event**

- i. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied;
- ii. Expropriation or compulsory acquisition by any Competent Client of the Project or part thereof or any material assets or rights of the FMS; provided the same has not resulted from an act or default of the FMS or such person;

*The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if facts justify.*

#### **3.11 Termination**

- A. The authorized officer on behalf of the Client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, **30 days' notice** in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

B. Fundamental breaches of Contract include, but shall not be limited to the following:

I. Breach of contract by FMS

- a) The FMS stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
- b) The FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMS fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
- d) The FMS does not maintain a Performance Security which is required;
- e) The FMS has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- f) If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- g) The FMS shall not engage the services of any Sub-FMS for the purposes of discharging entire obligation under the Contract without approval of the Client.
- h) If the FMS, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, unworkman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- i) If the FMS commits any acts of defaults with respect to conditions of contract.

## II. Breach of contract by Client

- a) The authorized representative of the Client instructs the FMS to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
  - b) The Client is made bankrupt or goes into liquidation other than for reconstruction or amalgamation.
  - c) A payment certified by the authorized representative of the Client is not paid by the Client to the FMS within 60 days of the date of certification by the Authorized representative of the Client.
- C. If the Contract is terminated the FMS shall stop work immediately, make the Site secure and hand over all the assets of the Client under its control and leave the Site as per the provision of the contract.
- D. After the termination of the contract under this clause, the Client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The FMS shall have no claim against the Client in this regard.
- E. The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if circumstance justify.

### **3.12 Payment upon Termination**

- a) If the Contract is terminated because of a fundamental breach of Contract by the FMS, the authorized representative of the Client shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the FMS the difference shall be a debt payable to the Client.

- b) If the Contract is terminated because of a fundamental breach of Contract by the Client, the Client shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the FMS and available at site, the reasonable cost of removal of Equipment, repatriation of the FMS's personnel employed solely on the Works, and the FMS's costs of protecting and securing the works and less advance payment received upto the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.
- c) No Compensation for Alteration in or Restriction in Works
- d) If at any time , after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the authorized representative of the Client shall give notice in writing of the fact to the FMS , who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings , designs and instructions , which shall involve any curtailment of the work originally contemplated.

### **3.13 Obligations of Facility Management Contractor**

#### a) Standard of Performance

The FMS shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The FMS shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.

#### b) Law governing Services

The FMS shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of FMS, comply with the Applicable Law. The Client shall notify FMS in writing of the relevant local customs, and the FMS after such notification, respect such customs.

c) Conflict of Interest

The FMS shall hold the Client's interests paramount, without any consideration for future works, and strictly avoid conflict with other assignments or their own corporate interests.

d) FMS not to benefit from commissions, discounts, etc.

i. The payment of the FMS pursuant to RFP, hereof shall constitute the FMS's only payment in connection with this Contract and, the FMS shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the FMS shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.

ii. Furthermore, the FMS shall comply with the CLIENT's applicable procurement guidelines for procurement of goods, works or services.

e) FMS and affiliates not to be otherwise interested in Project

The FMS agrees that, during the term of this Contract and after its termination, the FMS and any entity affiliated with FMS, shall be disqualified from providing goods, works or services resulting from or directly related to the FMS for the implementation of the project.

f) Prohibition of conflicting activities

The FMS shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

g) Confidentiality

Except with the prior written consent of the Client, the FMS and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the FMS and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

h) Liability of the FMS

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected FMS arising out of or relating to this agreement will be to the extent of the agreed final total fee as quoted by the FMS. FMS's actions

requiring Client's prior approval

The FMS shall obtain Client's prior approval in writing before taking any of the following actions.

- i. Any change or addition to the Personnel listed as key professionals under the Scope of Work,
- ii. Any change in equipment/material in respect of make, quality or other criteria, which the FMS furnished.

### **3.14 Obligation of the Client**

#### **a) Assistance and exemptions**

Client shall assist the FMS and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work. Such assistance shall not be considered as Client's obligation.

#### **b) Access to Land**

Client warrants that FMS shall have, free of charge unimpeded access to all land at Project Facility in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or property thereon resulting from such access and will indemnify FMS and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of FMS or Personnel or any affiliate of them.

#### **c) Change in Applicable Law related to taxes and duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by FMS in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the FMS under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

#### **d) Services, facilities and property of CLIENT**

Client shall make available to the FMS and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property

described in the Scope of Work, Form – T8.

e) Payment

The certificate on the satisfactory performance of the service by FMS shall be issued by an Officer authorized by the Client and in consideration of the services performed by the FMS under this Contract. The Client shall make to the FMS such payments and in such a manner as is provided in the Agreement. The payment will be made by the Client directly to the Bank Account of the FMS towards the service performed for the concerned period. The FMS is liable to pay the remunerations of its deployed manpower / beneficiaries in their respective bank account and submit the duly certified transaction statement to the Client for necessary records

f) Office Space

Client will only provide the office space. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by FMS.

g) Miscellaneous Cost

Miscellaneous Cost like AMC of equipment's, Utility Bills, and Liaising Fee etc. will be paid by the Client. FMS shall assist and facilitate in selection of vendors/suppliers for the rendering the services.

h) Basic Utilities

Basic Utilities like Water and Power Supply will be provided by the Client to FMS, however the infrastructure required for use of water and power supply shall be the responsibility of FMS.

i) Statutory and regulatory compliances

Procurement or renewal of statutory and regulatory compliances related to Client's assets shall be done by the Client. Client may seek advice from FMS for such procurement or renewals.

### **3.15 Extension/Renewal of Contract**

- i. The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the Client may be considered taking into account the performance of the FMS. However, Client is not bound to consider any such extensions.
- ii. The extension or renewal of the contract shall be as per the terms as approved by the Client.

### **3.16 Definitions**

Terms which are defined herein may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms:

- i. **Client** means the < Name of the Client >. ("CLIENT") with whom the



Selected Bidder signs the Agreement for the Services as per Scope of the Work.

- ii. *Affiliate* means any corporation, firm, or other entity that directly or indirectly is controlled by or is under common control of another firm.
- iii. *Assignment* means the work that the FMS shall perform pursuant to the Service Agreement.
- iv. *AMC* means Annual Maintenance Contract.
- v. *CAM* Common Area Maintenance
- vi.** *“Capital Asset”* are core assets installed by the Client limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT&LT Panels, UPS, Fire Alarm Panel, BMS Controller, CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating.
- vii. *“Commencement Date”* means the date on which the Service Agreement will be signed between Client and Selected Bidder;
- viii. *“Contract Period”* is the period granted for undertaking Facility Management Services in the Project Facility, commencing from the Effective Date for the duration as defined in RFP;
- ix.** *“Effective Date”* means date as defined in the RFP.
- x.** *“Facility Management Serviceprovider (FMS)”* means the selected entity who has completed the agreement signing formalities with the Client for Comprehensive Facility Management Services at <Insert Name of the Location> in accordance with the terms & conditions of the Service Agreement.
- xi.** *“Facility Management Services”* means the providing comprehensive facility management services as per scope of work defined in Form T6.
- xii. *“Mobilization Period”* means period as defined in the RFP.
- xiii.** *“Project Facility” or “Project Facility Area” or “Facility Area”* means the premises as defined in the RFP.
- xiv.** *“Request for Proposal” /“RFP”* means Request for Proposal for selection of agency for providing ‘Comprehensive Facility Management Services <Insert Location> including all related attachment(s), amendment(s) and corrigendum(s).
- xv.** *“Service Agreement” or “Contract” or “SA”* means agreement signed between Client and Selected Bidder. (key clauses of Draft Service Agreement are mentioned in Section 2 of RFP)
- xvi.** *“Selected Bidder”* shall be as defined in clause 1.9 of RFP.

### **3.17 Facility Area**

The Facility Area where services of FMS are required shall include all areas within boundary of the office premises including but not limited to all built-up areas, basements, landscape and open spaces. Refer Section-2 (Clause 1.1) for details of various spaces. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

### **3.18 Detailed Scope of Work:**

The broad scope of services required as below;

- (i) Operation and Maintenance of all Electrical and Mechanical equipment
- (ii) Housekeeping and Sanitation services,
- (iii) Security services,
- (iv) Waste Management,
- (v) General Pest control,
- (vi) Coordination with other service providers

Further the scope of work for facility management services is divided into following two categories:

#### **A. Maintenance:**

##### **i. Break down Maintenance is defined as**

The maintenance performed on equipment that has broken down and is unusable. It is based on a break down maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

##### **ii. Preventive Maintenance is defined as**

The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers /manufactures and as per the O&M manuals provided by the Contractor or as deemed fit by FMS.

iii. Management:

- a. Co-ordination with Contractors for rectification of defects falling under DLP.
- b. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.
- c. Supervise, administer and certify works of Main Contractors / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- d. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- e. MIS Reporting for overall management of services.
- f. Co-ordination (with PWD Officials) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

**B. Operation:**

- i. Day to day unhindered running of the entire facility as per the satisfaction of the client/end user.
- ii. Preservation of machinery, building and services in good operating condition.
- iii. Daily/periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMS.
- iv. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at its own cost.
- v. Day to day repairs required in the entire complex under the maintenance of FMS

**3.19 Deliverables:**

However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the client /end user. The FMS shall maintain the service levels and also maintain minimum manpower as per detailed scope described below:

## **A. Maintenance Services**

The FMS shall be responsible for break down maintenance as defined above. The FMS for preventive maintenance shall coordinate, administer and certify works of Main Contractor and Manufacturers, AMC service providers for rendering the services as per the terms and conditions stipulated in this document.

### **The FMS shall be liable to perform/undertake following services:**

- i. Preserving the project, its equipment's and assets as per the satisfaction of the client
- ii. Day to day repairs/service of the facilities
- iii. AMC of all equipment's such as AC, lift, DG set etc. procured by the Client from time to time.
  - a. For all other equipment's in the project for which AMC shall be required, as deemed necessary by the FMS, the same shall be procured by the FMS at their own cost for preservation of all project equipment's.
- iv. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- v. Prepare list of probable spare parts, Electrical and Mechanical items, AC spares including split units etc. and DG spare sand will coordinate and supervise for availability of these spares for items under AMC.
- vi. Annual Building Survey and prepare program for Repairs and submit action plan. (To be prepared by the PWD in consultation)
- vii. Operation of all equipment in the project facility, including their minor repairs and replenishment such as electric lights, LED bulbs etc. as mentioned at vii.
- viii. Repair &rewinding of Pumps, Motors geyser, etc. (After Defect Liability Period/Warranty Period).
- ix. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- x. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.

- xi. Regular checking and minor paint touch-up of all wall, ceiling, windows, grill etc. Regular checking and minor touch-up of polish and paint to all wood works.
- xii. Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis

**B. Operation Services**

The operation services under the scope of work are

**I. Operation of Equipment and Fixtures**

- i. The FMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client/end user.
- ii. FMS shall ensure that all complaints are attended and rectified within the time specified as per the service level as required in this RFP.
- iii. The FMS shall ensure operation and up keep of all equipment's (Electrical, Mechanical etc.) in accordance with Operation and maintenance manuals provided by Contractor/ Manufacturers and ensuring safety of equipment and personal using it. (Some details of pumps, AC, Lifts, Sewerage System, plumbing, Fire Fighting, and other electrical works shall be enclosed in the RfP).
- iv. The FMS shall ensure that day to day basis works such as removing congestion of drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs including the domes, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.
- v. The FMS will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- vi. The FMS shall operate all equipment's, fittings and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
- vii. The FMS shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.

- viii. The FMS shall operate and maintain the complete CCTV System, PA system, LCD Projectors, Solar Power System and any other system as installed in the said premises.

## II. Housekeeping and cleaning Services –

### a) Housekeeping and Reception Services for Hostels and Conference Halls:

- i. Provide Caretaker-cum-Receptionist who will receive the guests at Reception desk and allot the rooms in hostels, Conference Halls as and when booked.
- ii. Maintain and supervise the cleaning, sanitation and housekeeping services to the residential guests.
- iii. Receive the complaints/feedbacks from the In-house guests/participants, visitors etc. and intimate to the authority concerned.
- iv. Wardboy-cum-attendant to maintain the rooms/conference halls, do the necessary arrangements in conference halls during programs and to attend the guests as per requirement.

### b) General Cleaning Services:

The FMS shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Cleanliness of all common spaces and space inside the location within Project Facility.
- iii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility as per the directions in Manuals / as per directions of representative of Client.
- iv. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally)
- v. Additional housekeeping services as and when required by Client.
- vi. Deploy equipment's for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by FMS.
- vii. Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other

than for repairs. In case such repairs take more than a week, FMS shall arrange to provide alternate equipment for the Project Facility.

- viii. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- ix. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- x. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Polishing / vacuum cleaning / cleaning of floors, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.
- xiii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xiv. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xv. Electrical Control Room must be free from dust, static electricity and be left clinically clean. (to be done in presence of the officials concerned).
- xvi. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvii. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

- xix. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

c) Cleaning of Toilets

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

d) Waste Management

- i. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- ii. FMS shall Collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Client.
- iii. FMS shall ensure that 100% of recyclable waste is being recycled.
- iv. FMS shall be responsible for arranging the transport and in consultation with Client, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- v. Waste management methodology shall comply with the guidelines as laid



down in applicable Waste Management Rules of Central / State Government and Local Authorities.

- vi. Renovation Debris is to be stored at designated space at designated area
- vii. The FMS undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load.
- viii. Cleaning of grease chambers of the kitchen.

e) General Pest Control

The FMS shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

i. Disinfestations Treatment

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc.

The FMS shall take the following control measures:

- a. Intensive / extensive spray with oil / water based chemicals
- b. Frequency : Fortnightly as per client schedule and need base

ii. Rodent Control

Pest Covered: Domestic/Field Rodents.

The FMS shall take the following control measures:

- a. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- b. Trapping with lures
- c. Eliminating rats / mice with glue traps
- d. Frequency: Monthly as per client’s schedule and need base.

iii. Fly Control

The FMS shall take the following control measures:

- a. Sanitation
- b. Chemical control
- c. Frequency: Monthly as per client schedule and need base

iv. Mosquito Control

The treatment will be carried out all over the premises and surrounding areas inside and outside. The FMS shall take the following control measures:

- a. Residual Spot Spraying
- b. Fogging Operations
- c. Mist Blowing
- d. Frequency: Fortnightly as per client schedule and need basis

**C. Management Services**

The FMS shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- i. Provide required assistance to the Client during transition period of handover–takeover of the Project Facility from the Main Contractor including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment’s etc.
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Client, Contractors, Consultants and other agencies.
- iv. Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it was the particular use. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility (Refer Section 2, Clause 2.1). Such personnel shall be informed by office staff about meetings for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the FMS to the Client. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.

- v. Maintain records of all the Equipment/assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.
- vi. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance
- vii. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- viii. Co-ordinate with Main Contractor/Interior Contractor/PMSP for rectifying of defects under the DLP period.
- ix. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. FMS shall co-ordinate for:
  - a. Repair Technician for doors, blinds and floor springs etc.
  - b. CCTV, Lifts, Escalators, auto flush system, other sanitary fixtures, AV Installations and related items covered under the scope of Main Contractor.
  - c. Works like painting, polishing, tiling, ceiling etc.
- x. Calculation of common area maintenance charges
- xi. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
- xii. Co-ordinate administer and certify works of Vendors/Manufacturers/ Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
- xiii. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xiv. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- xv. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Client.

- xvi. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.
- xvii. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xviii. Brief the representative on maintenance and operational proceedings on day to day basis.
- xix. The FMS, within its staff shall provide persons who are trained in first-aid/paramedics to coordinate with Wellness Centre/First Aid Room in case of emergency.
- xx. The FMS shall report to a Nodal Officer appointed by Client for the management services as and when required.

**3.20 Penalty Clause:**

***Table: Service Level Agreement (Operations)***

***A. Daily services:***

<b>Sl. No</b>	<b>Service Level Requirement</b>	<b>Min Requirement</b>	<b>Non Compliance Limit</b>	<b>Penalty Rate (INR)</b>
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	2 Times/Day	1 Day	500/ Day
2	During any special events/exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized.	4 Times/Day	1 Day	500/ Day
3	Cleaning of Toilets as per defined scope of work	4 Times/Day	1 Day	500/ Day
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	2 Times / Day	Compulsory	1000 / Day
5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the local Client.	Once / Day	Compulsory	1000 / Day

6	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc.	2 Times/Day	1 Day	500/ Day
7	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	1000 / Day
8	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000 / Day
9	Cleaning and upkeep of all parking, service, basement and maintenance area.	Once / Day	1 day	1000 / Day

**B. Regular Maintenance Services**

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	1 Day	500/Day
2	Shampoo Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	Compulsory	500/Day
3	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
<b>I- UG TANKS &amp; WATER SUPPLY</b>				
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	20000/15 Days
3	Painting and erection of MS Ladder or replacement if required and if found theft or damaged.	Once a Month	Compulsory	As per twice the market rate of damaged fixture or 2000/ Day whichever is higher.
4	Chemical treatment of water for purification.	In Alternate Days	4 Days	500/Day
5	Maintenance of manhole cover including replacement if found damaged or theft	Once/15 Days	Compulsory	As per twice the market rate of damaged/Theft fixture or 2000/ Day whichever is higher.
<b>II. SW DRAIN AND SEWAGE SYSTEM</b>				
1	Cleaning of bed properly including removing of mud, soil etc.	1 Time /Week	1 Day	10,000 / Day
2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Week	1 Day	10,000/ Day
<b>III. PEST CONTROL</b>				
1	Disinfestations treatment	1 Time / Fortnightly	1 Day	10,000/ Day

2	Rodent Control	1 Time / Monthly	1 Day	10,000 /onrepeated non-compliance
3	Fly Control	1 Time / Monthly	1 Day	10,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	10,000 /on repeated non-compliance
<b>IV. OTHERS</b>				
1	Repair and maintenance of sanitary fixtures,	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice the market rate of damaged/ Theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	immediate	Compulsory	As per twice the market rate of damaged/ Theft fixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	On alternate days	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	immediate	Compulsory	As per twice the market rate of damaged/ Theft fixture or 2000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day
7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day

<b>V. PUMP ROOM</b>				
1	Regular maintenance of pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice themarket rate of damaged/ The fixture or 15000/ Day Which ever is higher.
<b>VI. DRINKING WATER</b>				
1	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	1 Time / Day	1 Day	40000 / Day
<b>VII. PATHWAY</b>				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	15000/Day
2	Removal of water by manually stacked rain water.	Every day before park opening time	1 Day	5000/Day
3	Uplifting levelsof inter lockingpaverblocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	20000/Week
4	Cleaning of pathway areas-removing of all wastage, polythene,garbage,weeds,dust, debris, leaf, polythene,porchetc.collection removal& transportation up to desired point.	On Alternate Days	2 Days	20000/Week
<b>VIII. BOUNDARY WALL</b>				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	20000/15 Days
2	Electric fixturesmaintenanceorreplacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	Asper twice the market rate of damaged /theft fixture or 2000/ Day whichever is higher.
3	Cleaningof alllamps,street, lightpoles,railing lamps, foot lights.	On Alternate Days	4 Days	300/Day



### **3.21 Reporting**

i. The FMS shall establish a MIS system for reporting. The FMS shall submit the following reports within the stipulated time to the Authorized Officer of the Client:

- a. Initial Review Report;
- b. Monthly Reports;
- c. Deployment Report; and
- d. Attendance Reports
- e. Statutory compliance intimation report

ii. The MIS report shall cover the following aspects:

- a. Consumption and stock of consumables
- b. Compliance of preventive maintenance plan
- c. Resource deployment report (manpower, equipment)
- d. Expense report (committed and invoiced amounts)
- e. Energy consumption – by utility, by premise
- f. Status of periodic activities as described under scope of work for Operation, Maintenance.
- g. Facility Inspection: The FMS shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The FMS shall indicate frequency of inspection covering all premises.
- h. Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- i. Customer Feedback Analysis
- j. Report on Audits/ drills etc.
- k. Complaint Management reporting.
- l. MIS on procurement, statutory payments & on any other invoices processed by Client.
- m. Any other reports as needed from time to time.
- n. IT assets, stationeries and operating cost required to prepare report is in

the scope of FMS

- o. FMS has the option to use/ implement any software for managing the Facility in consultation with the client.
- p. FMS shall submit the Proforma and format and the same shall be approved by Authorized Officer.
- q. Statutory compliance intimation report: FMS shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. FMS shall monitor and intimate the Client minimum 30 days in advance before expiry of any such statutory or regulatory compliance.
- r. Any other reports / compliance certificates as needed from time to time

### **3.22 Security Services**

Security of Project Facility is in FMS scope. The activities and responsibilities of FMS are:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- b. Ensure safety and security of men and material,
- c. Guiding visitors to desired locations/concerned officials/ occupants and manage the parking of their vehicles at designated places,
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- e. Prevent entry of stray animals like cow, dogs etc.,
- f. Round the clock patrolling of the Project Facility,
- g. Frisking and checking of visitors during and after operational hours,
- h. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- i. Visitor's management in common, during events & exhibitions, and during other special occasions,

- j. Having effective control on movement of materials in / out,
- k. Physical guarding of entry / exit points,
- l. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- m. Assisting the occupants during the emergency evacuation of the building,
- n. Rescue operation of passengers stranded in the lifts,
- o. Complete disaster management in case of emergencies/ disasters,
- p. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- q. FMS shall provide a log book register for making entries by the security personnel of their presence at duty site.
- r. FMS shall provide at his own cost
  - (i) Proper clean uniform and badges and
  - (ii) Photo identity cards as per laid down rules for Private Security Agencies.
- s. FMS shall have his own Establishment/Setup/Mechanism, etc.at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. FMS shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Client will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. FMS shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

**N.B:**

- i. Police verification of the manpower deployed by the FMS contractor should be complete and client can ask to share the information with them any time, if required.
- ii. State minimum wages will be applicable for manpower deployment.
- iii. **Disbursing Client will verify a specific percent (at least 2%) about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.**

### **3.23 Deduction for Non Performance**

Subject to the terms and conditions mentioned in the Contract, any deficiency by the FMS in the performance of its delivery obligations, shall render him liable to any or all of the following penalties

<b>Description</b>	<b>Expected for upkeep</b>	<b>Minimum Obligation</b>	<b>Deduction/ recovery to be affected in the monthly bill</b>
Power Substation / DG set	100 (Ability to be online in case of power failure to be not less than 20 second.)	98%	1% of the monthly bill
UPS	100%	99.95%	0.5% of the monthly bill
HVAC systems for entire complex	100%	99.5%	2% of the monthly bill
Lift	100%	98% ( each lift shall not have more than 2 times Break Down a year)	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill
Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the monthly bill
Minor Defects as per the prescribed standard	100%	98%	1% of the monthly bill
Major defects as per the prescribed standard	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill

In case of repetitive instances of non-performance regularly, the Client may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of 1 month notice.

**SECTION-4**

**Technical Proposal Submission Forms**

## FORM-T1: COVERING LETTER

*(On the Bidder's Letter Head)*

[Location,  
Date]

**To**

**Director,IMAGE  
Siripur, Bhubaneswar-751003**

**Sub: Selection of Agency for providing Comprehensive Facility Management Services  
(CFMS) at IMAGE, Siripur, Bhubaneswar, Odisha**

Dear Sir,

With reference to your Request for Proposal dated, I have examined all relevant documents and understood their contents; hereby submit our Technical and Financial Proposal for **the proposed Comprehensive Facility Management Service (CFMS)]**

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.

2. I shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating of the Proposal.

3. I acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4. I certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public Client nor have had any contract terminated by any public Client for breach on our part.

5. I declare that:

a. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;

b. I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;

c. I have not directly or indirectly or through an agent engaged or indulged in

any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and

d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.

7. I agree to keep this offer valid for 120 (One hundred and Twenty Days) days from the Proposal Due Date specified in the RFP Document.

8. In the event of my firm being selected as the Service Provider, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

9. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours sincerely,

**Authorized Signature**

**[In full and initials]:** \_\_\_\_\_

**Name and Title of Signatory:**

**Name of Firm: Address:**

## FORM-T2: INFORMATION ABOUT THE BIDDER

### A. *BIDDERS ORGANISATION*

#### **1. Title of Project:**

**2.State the Status of the Bidder's Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.**

#### **3.State the following:**

- a) Name of Company or Firm :
- b) Country of incorporation :
- c) Registered address :
- d) Year of Incorporation :
- e) Year of commencement of business :
- f) Principal place of business :
- g) GSTIN :
- h) PAN :
- i) Brief description about the organization including details of its mainlines of business :

#### **4Details of authorized signatory of the Bidder:**

- a) Name :
- b) Designation:
- c) Company:
- d) Address:
- e) Phone No.:
- f) Fax No. :
- g) E-mail address:



**5.Details of individual (s) who will serve as the point of contact / communication for CLIENT within the Company**

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No.
- e) E-mail address:
- f) Fax No.

**6** Bidders shall enclose copies of the valid EPF, ESI and Labour License& PSARA License;

**7. Checklist of Eligibility**

Criteria	Description	Required Supporting Document	Submitted (Yes/No)	Page No.
A	Bidder must be a Company as registered under under Indian Companies Act,1956/2013 or a Partnership Firm or a Limited Liability Partnership registered under relevant Act /Laws. <b>Proprietorship Firm is not allowed.</b>	Certification of Registration/Partnership Deed /LLP Deed shall be submitted.		
B.	Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any of the Govt. project as on date of proposal.	Undertaking as per <b>Format-T5</b> on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility not blacklisted to be furnished.		
C.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the Bidder due to prior, current, or proposed.	Self declaration from the Bidder		
D.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service.	An under taking to this effect must be submitted on the Bidder Letter head.		

E.	The Registered Office/Branch Office of the service provider must be located within jurisdictional area of	Valid address proof of the Office (Copy of Landline Telephone Bill/ Electricity Bill/GSTIN of the Office.)		
F.	Bidder should be registered with the Income Tax , Goods and Services Tax and also registered under the labour laws , Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN,GSTIN,IT returns for the last 03(Three) Financial Years , Labour registration, EPF registration certificates and valid Licence under PSARA(Private Security Agencies Regulation Act-2005) to be submitted along with the Technical proposal.		
G.	The bidder must have executed comprehensive operation, maintenance and multifacility mechanized services in Central/State Govt./IT/ITes companies, High Rise Buildings , Institutional campus/Business Centers/ Hospitals/ Commercial Buildings in India(Preferably Bhubaneswar, Odisha) during last 03 financial Years as on date 31.03.2022 of Value specified herein in the relevant area as per the scope of work.: One project with minimum 01(One Lakh) square feet and not less than the contract value of Rs.7.00 Crores	Copies of supporting work order /Work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per <b>Form-T4</b>		
H.	Average annual turnover from Facility Management Services must be atleast Rs.10.00 Crore in the last 03(Three ) F.Y ending 31 <sup>st</sup> march'2021.	CA certificate and Audited Balance Sheet for last 3 FY		

## 8. Checklist of Technical Forms

Forms no.	Title	Submitted (Yes/No)
FORM-T1	COVERING LETTER	
FORM-T2	INFORMATION ABOUT THE BIDDER&FINANCIAL CAPACITY OF THE	
FORM-T3	POWER OF ATTORNEY	
FORM-T4	PAST EXPERIENCE OF THE BIDDER	
FORM-T5	UNDERTAKING	
FORM-T6	COMMITEMENT FOR PROPOSED EQUIPMENT/S AND MATERIALS	
FORM-T7	PROPOSED MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE	
FORM T8	QUALITY CONTROL MECHANISM	
FORM T9	ANTI COLLUSION CERTIFICATE	
FORM T10	PROPOSED WORKPLAN	
FORM T11	DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT	
FORM T12	FORMAT FOR BID SECURITY DECLARATION	

I understand that in case we do not submit required information in given formats along with the supporting documents, Client may treat our proposal as non-responsive.

**Authorized Signature**

**[In full and initials]:** \_\_\_\_\_

**Name and Designation of Signatory:**

**Name of the Bidder:**

## B. FINANCIAL CAPACITY OF BIDDER

*Bidders are required to provide the information about the annual turnover from the similar service during the last 3 years (ending 31<sup>st</sup> March 2021) as per the following prescribed format:*

*[To be provided on the Bidder Letter Head]*

*<Name of Bidder>*

### **FINANCIAL CAPACITY OF BIDDER**

S. No.	Period (Last 3 FYs)	Financial Turnover from the similar service in INR	Average Turnover from the similar service in INR
1.			
2.			
3.			
4.			
5.			

#### **Certificate from the Statutory Auditor**

This is to certify that [Insert name of the bidder with detail address] has the annual turnover against the respective FY on account of providing similar service.

**Seal and Signature of the Auditor**

**Authorized Signature**

**[In full and initials]:** \_\_\_\_\_

**Name and Designation of Signatory: Name of the Bidder:**

## FORM-T3: POWER OF ATTORNEY

*(On a Stamp Paper of relevant value)*

### ***POWER OF ATTORNEY FOR AUTHORISED SIGNATORY***

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. (name and address of residence) who is presently employed with us and holding the position of 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 proposal for **[Name of the Service]**

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

#### **Executant**

#### **Signature of Attorney**

(Name, Title and Address of the Attorney) Attested

#### **Executant**

#### **Notes:**

- 1. To be executed by the sole Bidder.*
- 2. 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such Client may be enclosed in lieu of the Power of Attorney.*

**FORM-T4: PAST EXPERIENCE OF THE BIDDER**

*Name of Bidder:*

Details of the similar assignments undertaken / completed during the last Five years:

S. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Total area of the Location		Contract Value (in INR)	Description of services provided
						Super Built Up area in sq. ft.	Total Area (Sqft)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)	(9)

*N.B. : Copies of the Work Orders / Completion Certificates from the respective authorities needs to be furnished by the Bidder along with the technical proposal as proof of evidence.*

**Authorized Signature**

**[In full and initials]:** \_\_\_\_\_

**Name and Designation of Signatory: Name of  
the Bidder:**

**FORM-T5: UNDERTAKING**

*[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility of the Bidder and non-blacklisting]*

I/we, hereby undertake that, our company has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority during the recent past.

Yours sincerely,

**Authorized Signature**

**[In full and initials]: \_\_\_\_\_**

**Name and Designation of the Signatory: Name of  
the Bidder and Address:**

**FORM-T6 : COMMITMENT FOR PROPOSED EQUIPMENTS AND MATERIALS**

**1. List of Proposed Equipment:**

SL. No.	Equipment	Requirement	Specification	Capacity	Present Condition	Remarks
1	2	3	4	5	6	7

**2. Proposed list of Materials / Consumables to be used**

SL. No.	Name of consumable proposed (with details and make)		Utilisation		
	Consumable	Make / Brand	Per day	Per week	Per month

**Note:**

1. All the equipment and consumables are considered in costing for financial bid needs to be reported here.
2. The bidder shall procure Diesel / Lubricants / Oils to be used in for any kind of machinery installed at the facility like in substation, DG set and other equipment and the same shall be paid as per actuals on production of bills / consumption details etc. by the Bidder to the Client.
3. The Bidder shall procure all related consumables like toiletries, spares, fasteners / fixtures required(if any), housekeeping consumables etc. and the cost of the same shall be borne by the Bidder.

Yours sincerely,

**Authorized Signature [In full and initials]**

**Name and Designation of the Signatory :Name of the Bidder and Address :**



**FORM-T7 : PROPOSED TECHNICAL MANPOWER DEPLOYMENT  
PLAN AND STANDARD OPERATING PROCEDURE FOR THE  
REQUIRED SERVICE**

*[In this format the bidder shall submit their proposed work plan and standard  
operating procedure for the required services within 3 -4 pages]*

Yours sincerely,

**Authorized Signature [In  
full and initials]**

**Name and Designation of the Signatory :Name of  
the Bidder and Address :**

**FORM-8: QUALITY CONTROL MECHANISM**

*[In this format, the bidder shall provide a brief write up on the proposed quality control mechanism for the required services within 1-2 pages]*

**Authorized Signature [In  
full and initials]**

**Name and Designation of the Signatory :Name of  
the Bidder and Address :**

**FORM-T9: ANTI COLLUSION CERTIFICATE**  
*(on letterhead of Bidder)*

1                   We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Client /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2                   We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3                   We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

4. In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this ..... Days of ..... 2022

Name of the Bidder .....

Signature of the designated person .....

Name of the designated person .....

Date of receipt of RFP .....

**FORM-T10: PROPOSED WORK PLAN**

Week →						
Sequence of study Activities/ Sub Activities ↓	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports and associate sub activities.

Authorized Signatory(In Full and initials)\_\_\_\_\_

Name and Designation with date and Seal\_\_\_\_\_

## **FORM-T11: DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT**

(Technical approach, Methodology and work plan are key components of the Technical proposal. In this section, Bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output and the degree of detail of such output. Further he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections.)

### **A. Understanding of scope, Objectives and completeness of Response.**

Please explain your understanding of the scope and objective of the assignment based on the scope of work, the technical approach and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected outputs and the degree of detail of such outputs. Please do not repeat /copy the ToR here.

### **B. Description of Approach and Methodology.**

Key guiding principles for the study.

Proposed framework.

Information matrix.

Any other issues.

### **C. Methodology to be Adopted.**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes :

Detail research design including sample design and estimation procedure.

Field process protocol control.

Suggestive tools for data collections.

Analysis of field data and preparation of reports.

Any other issues.

### **D. Staffing and Study Management Plan.**

The Bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the key professionals responsible for it. Further it is necessary to enlist of the activities under the proposed assignment with sub activities(Week wise).

(Graphical representation.)

Authorised Signatory(In Full and Initials)

Name and Designation with date and seal

**FORM-T12: FORMAT FOR BID SECURITY DECLARATION**  
**(On Bidder's Letter head)**

I, \_\_\_\_\_, the (Designation) of (Name of the Organisation) in witness whereof agree to submit this Bid Security Declaration Form as a part of our Technical proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the RFP. This declaration shall be in force \_\_\_\_\_, until the selected Bidder is announced by the client or in case our Bid is selected, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of the RFP.

While this declaration is in force, we understand that the client may cancel our empanelment and /or blacklist us from participating in any further tendering process in the State under the following reasons.

1. We withdraw our proposal during the Bid validity period as specified in the RFP
2. We don't respond to requests for clarification on our proposal
3. We fail to provide required information during the evaluation process or found to be non responsive or have provided false information in support of our qualification.
4. If we fail to:
  - a. Provide any clarifications to client.
  - b. Agree to the decisions of the contract negotiation meeting
  - c. Sign the contract within the prescribed time period(15 Days)
  - d. Furnish required performance Bank guarantee on time
5. Any other circumstance which holds the interest of the client during the overall selection process.

Name of the Authorised Representative:

\_\_\_\_\_

(Signature of the Authorised representative with date)

Address of the Bidder.

**Annexure I:**

**Details of Availability of the Assets at the Location**

< To be provided by the Tender Inviting Client as per the following format >

<b>Sl. No.</b>	<b>Name of the Asset (Machinery /</b>	<b>Specification</b>	<b>Available Quantity</b>	<b>Remarks if any</b>
1				
2				
3				
4				
5				

**Authorized Signature [In full and initials]**

**Name and Designation of Signatory:**

**Name of the Bidder:**

**Address:**



**SECTION-5**

**Financial Proposal Submission Forms**

**Form F1: Financial Proposal Submission Form (Covering Letter)**

Location & Date

*(On the letterhead of the Bidder)*

To

**The Director, IMAGE  
Siripur, Bhubaneswar-751003**

**Sub: Selection of Agency for providing Comprehensive Facility Management Services (CFMS) at IMAGE, Siripur, Bhubaneswar, Odisha**

Dear Sir,

I/We , the undersigned, is pleased to provide our financial offer for providing Comprehensive Facility Management Services for the IMAGE,Bhubaneswar,in accordance to your Request for Proposal No.....Dated.....and our Technical Proposal.

Having gone through the RFP and having fully understood the scope of work for captioned assignment as set out in the RFP;we are pleased to quote the following lump sum fees (exclusive of GST) for the proposed service for the 1<sup>st</sup> year as:

<b>In Figures</b>	
<b>In Words</b>	

**Note:**

1. Tax will be paid as per prevailing applicable rates.
2. All payments to the service provider will be subjected to deduction of taxes at source as per applicable laws.

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

I/We understand you are not bound to accept any Bid you receive.

Yours sincerely,

**Name and Designation of Signatory:**

**Name of the Bidder:**

**Address:**

**Authorized Signature  
[In full and initials]**

**Form F2: Financial Bid**

<b>Sl. No.</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Financial Bid (INR) for first year of the contract</b>
1	Comprehensive Facility Management Services for IMAGE, Bhubaneswar	Service to be provided as per the defined scope and terms and conditions of the RFP	Lump sum	
2	Goods & Services Tax (GST) as applicable			
	Total(1+2)			

Note: 1. Financial bid would mean Annual Comprehensive Facility Management Cost for 1<sup>st</sup> year (as provided by the Bidder in S.No. :1 in the above table )payble to Facility Management Service Provider (FMS)

**Conditional price bid will be out rightly rejected.**

2. Escalation on Annual Comprehensive Facility Management Cost would be applicable as per conditions of RFP.
3. FMS would not be paid any other costs from apart above service.
4. This RFP is for providing comprehensive facility management services as per Service Level Requirements. However the bidder is expected to evaluate cost of all services ,manpower ,overheads, equipments and consumables (expect fuel) etc. required for providing the services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid.
5. Bidder will be short listed as per criteria mentioned in the RFP. Bidder shall read the conditions very carefully. The financial bids would be ranked/ compared as per the quoted amount exclusive of GST.

**Name and Designation of Signatory:**  
**Signature**  
**Name of the Bidder:**  
**Address:**

**Authorized**  
**[In full and initials]**

**Form F3:- Detail Break-up for the Financial Offer**

Sl. No.	Description of Item	Qty (No.)	For 1 Year		
			Unit Price (per month inclusive of all statutory dues) (IN INR)	Total Price per month IN INR	Total Cost (IN INR) for one year
1	<b>Remuneration of Man Power</b>				
a.	House Keeping & sanitation services Staff				
b.	Security services staff				
c .	Waste management staff				
d.	Pest management staff				
e.	Technical Supporting Staff to look after smooth functioning of electrical/ mechanical & other assets				
e.	Any other staff to provide required services				
2.	Charges towards hiring of equipments & consumables	In Lump Sum			
3.	Cost of Operation and maintenance of all electrical & mechanical equipment				
4.	Other expenses (Pl. Specify)				
Total Cost (Rs.)					
In Words					

**Authorized Signature  
(In Full & Initials)**

**Name & Designation of Signatory**  
**Name of the Bidder:**  
**Address:**