

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No. 37323 /F., Date 30.11.2018
FIN-CODE-RULE-1/2018

OFFICE MEMORANDUM

Sub: **Guidelines for Engagement of Consultants and Outsourcing of Services**

SECTION-A : GUIDELINES FOR ENGAGEMENT OF CONSULTANTS

Finance Department have issued guidelines for engagement of Consultants and Outsourcing of Services vide FDOM No. 42280/F dated 26.9.2011 and 42284/F dated 26.9.2011 in the lines of General Financial Rules-2005 and Manual of Policies and Procedures for employment of Consultants ,2006 issued by Government of India. In the meanwhile, General Financial Rules -2017 and Manual for Procurement of Consultancy and Other Services, 2017” have been issued by Government of India. Keeping in view the changes made by the Government of India, it has been decided to lay down the revised principles regarding engagement of consultant(s) and outsourcing of Services in supersession of the earlier guidelines issued in this regard.

The “*Manual for Procurement of Consultancy & Other Services 2017*” issued by the Department of Expenditure, Ministry of Finance, Government of India is available in the website www.finmin.nic.in. This Manual may be referred to wherever the guidelines under this Office memorandum so require. However, engagement of Consultants for Externally Aided Projects funded by loan or grant from bilateral/multilateral donor agencies like IBRD, IDA, ADB, DFID, JICA etc. would be guided by the procurement procedures envisaged in the respective loan/credit agreement.

2. Identification of Work/Services required to be performed by Consultants: Engagement of consultants may be resorted to in situations requiring services for which requisite expertise and manpower is not available within the organisation.

3. Authority competent to hire Consultants: The Administrative Department and Heads of Department may hire professionals, consultancy firms or consultants (referred to as consultant hereinafter) for a specific job,

which is well defined in terms of content and time frame for its completion or outsource certain services.

4. Powers to sanction expenditure and approve engagement of consultants: Administrative Departments and Heads of Departments are hereby authorized to approve engagement of consultants and sanction expenditure on engagement of consultants in each case subject to the financial limits indicated below:

| | | |
|-----------------------------------|----------|-----------------------|
| Administrative Departments | : | Rs.300.00 lakh |
| Heads of Department | : | Rs.100.00 lakh |

The Administrative Departments and Heads of Departments may enter into contracts for consultancy assignments within the aforesaid financial limits without reference to Finance Department. However, sanction of expenditure for consultancy services shall be subject to availability of budget provision.

5. Estimating reasonable expenditure: The competent authority proposing to engage consultant(s) should estimate reasonable expenditure for the same by ascertaining the prevalent market conditions and consulting other Organizations/Departments/PSUs who have availed the consultancy services of similar nature and ensure that available budget provision is adequate for the purpose.

6. Identification of likely sources:

(i) Where the estimated cost of the work or service is up to Rupees Ten lakhs, preparation of a long list of potential consultants may be done on the basis of formal or informal enquiries from other Administrative Departments, Heads of Departments, Heads of offices or Organisations, Chambers of Commerce & Industry, Association of consultancy firms etc., who have availed the consultancy services of similar nature

(ii) Where the estimated cost of the work or service is above Rupees Ten lakhs, in addition to (i) above, an enquiry for seeking 'Expression of Interest' from consultants should be published through a brief advertisement in at least one national daily, one local daily and the details be made available in the website of competent authority. The website address should also be indicated in the advertisement. Enquiry for seeking Expression of Interest should include in brief, the broad scope of work or service, input/support/materials/data to be provided by them, eligibility and the pre-qualification criteria to be met by the consultant(s) and consultant's

past experience in similar work or service. Adequate time should be allowed for getting responses from interested consultants.

7. Shortlisting of consultants: On the basis of responses received from the interested parties as per the above paragraph, consultants meeting the requirements should be shortlisted for further consideration. The number of shortlisted consultants should not be less than three.

8. Preparation of Terms of Reference (ToR): The ToR should include

- (i) Precise statement of objectives of the consultancy assignment;
- (ii) Outline of the tasks to be carried out;
- (iii) Schedule for completion of tasks;
- (iv) The support or input/materials/data to be provided by the competent authority to facilitate the consultancy.
- (v) The final output in quantifiable/ comprehensible terms that will be required of the Consultant;

9. Preparation and Issue of Request for Proposal (RFP) : RFP is the document to be used by the competent authority for obtaining offers from the consultants for the required work/service. The RFP should be issued to the shortlisted consultants to seek their technical and financial proposals. The RFP should contain:

- (i) A letter of Invitation
- (ii) Information to Consultants regarding the procedure for submission of proposal.
- (iii) Terms of Reference (ToR).
- (iv) Eligibility and pre-qualification criteria in case the same has not been ascertained through publication of 'Expression of Interest'.
- (v) List of key positions/resource persons whose CV and experience would be evaluated.
- (vi) Bid evaluation criteria and selection procedure.
- (vii) Standard formats for technical and financial proposal.
- (viii) Proposed contract terms.
- (ix) Procedure proposed to be followed for mid-term review of the progress of the work and review of the final draft report.

A Standard Request for Proposals developed by the Ministry of Finance, Government of India has been customised for adoption and the same is available in **Annexure-A** (in soft copy) in Odisha Government website at www.finance.odisha.gov.in/OGFR.asp.

10. Receipt and opening of proposals: Proposals should ordinarily be asked for from consultants in 'Two-bid' system with technical and financial bids sealed separately. The bidder should put these two sealed envelopes in a bigger envelop duly sealed and submit the same to the competent authority by the specified date and time at the specified place. On receipt, the technical proposals should be opened first by the competent authority at the specified date, time and place.

11. System of Selection of Consultants: Selection of consultants is normally done in a two stage process. In the first stage, likely capable sources are shortlisted. The shortlist should include a sufficient number, not fewer than three (3) and not more than eight (8) eligible firms. In the second stage, the shortlisted consultants are invited to submit their technical and financial (RFP) proposals generally in separate sealed envelopes. Evaluation of the technical proposals is carried out by evaluators without access to the financial part of the proposal. Financial proposals are opened after evaluation of quality.

The nomenclature and a brief description of the various selection methods is below:

i) Price Based Selection - Least Cost Selection

In this method of selection, consultants submit both a technical proposal and a financial proposal at the same time. Minimum qualifying marks for quality of the technical proposal are prescribed as benchmark (normally (75 out of max 100) as indicated in the RFP along with a scheme for allotting marks for various technical criteria/attributes. A simplified evaluation criteria may also be used where instead of a marking scheme a minimum fail/pass benchmark of technical evaluation may be prescribed. Any bidder possessing these benchmarks is technically qualified for opening their financial bids. L1 offer out of the responsive offers is selected on price criterion alone without giving any additional weightage to marks/ranking of technical proposal. This method of selection shall be used as default since it allows for minimum satisfactory technical efficiency with economy.

ii) Quality and Cost Based Selection (QCBS)

In QCBS selection, minimum qualifying marks (normally 70-80 out of maximum 100 marks) as a benchmark for quality of the technical proposal will be prescribed and indicated in the RFP along with a scheme for allotting marks for various technical criteria/attributes. During evaluation, quality score is assigned out of the maximum 100 marks to each of the responsive bids as per the scheme laid down in the RFP. Financial proposal are then opened for only eligible and responsive offers and are also given a cost-score

based on relative ranking of prices, with 100 for the lowest and pro-rated lower marks for higher priced offers. The total score shall be obtained by weighing the quality and cost scores and adding them. This method of selection shall be used for highly technically complex and critical assignments where it is justifiable to pay appropriately higher price for higher quality of proposal (Please refer **Chapter-6 (para 6.9.2-QCBS selection)** in “Manual for Procurement of Consultancy & Other Services 2017” issued by Ministry of Finance, Government of India).

iii) Direct Selection: Single Source Selection (SSS)

Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Department. Full justification for single source selection should be recorded in the file and approval of next higher authority be obtained before resorting to such single-source selection.. The selection by SSS/nomination is permissible under exceptional circumstances such as:

- Tasks that represent a natural continuation of previous work carried out by the firm
- In case of emergency situation, situations arriving after natural disasters, situations where timely completion of the assignment is of utmost importance
- Situations where execution of the assignment may involve use of proprietary techniques or only one consultant has requisite experience
- At times, other PSUs or Government organizations are used to provide technical expertise. It is possible to use the expertise of such institutions on a SSS basis.

12. Evaluation of Technical & Commercial Bids: Technical & Commercial bids are to be analysed and evaluated by the committee constituted under Rule 12 (3) of the Delegation of Financial Power Rules to identify the bids, which are technically & commercially qualified. However, suitable domain experts may be included in the Committee to render assistance in evaluation of the bids. This committee shall record in detail the reasons for acceptance or rejection of the bids analysed and evaluated by it.

13. Evaluation of Financial Bids of the technically qualified bidders: The competent authority shall open the financial bids of only those bidders who have been declared technically qualified by the Committee as per the provisions of the foregoing paragraph for further analysis or evaluation and

ranking and selecting the successful bidder for placement of the consultancy contract. The task of evaluation and ranking may be carried out by the Committee referred to in paragraph 11 above.

14. Negotiations and Award of Contract: Negotiations are not an essential part of the selection process. In many cases, however, it is felt necessary to conduct negotiations with the selected consultant. Negotiations shall include discussions of the ToR, the methodology, staffing, Government/Department's inputs, and special conditions of the contract. These discussions shall not substantially alter the original ToR or the terms of the contract, lest the quality of the final product, its cost, and the relevance of the initial evaluation be affected. The final ToR and the agreed methodology shall be incorporated in "Description of Services," which shall form part of the contract.

Financial negotiations shall only be carried out if due to negotiations as mentioned above, there is any change in scope of work which has any financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the consultant for other similar assignments. However, in no case such financial negotiation should result in increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations.

In case of Least cost selection method, if the negotiation with L1 bidder fails, then the Procuring Entity may invite the L2 bidder to execute the project at prices of L1. If the negotiation with the L2 bidder fails, the Procuring Entity shall cancel the bidding procedure and re-invite the bids.

15. Late Bids: Late bids i.e. bids received after the specified date and time of receipt should not be considered.

16 Monitoring the Contract: The competent authority employing the Consultant should be involved throughout in the conduct of consultancy continuously monitoring the performance of the consultant(s) so that the output of the consultancy is in line with their objectives.

These instructions shall be deemed to be a part of Odisha General Financial Rules & Delegation of Financial Power Rules.

The aforesaid instruction will not be applicable for selection of retired Government Servants for their reengagement as Consultants on contractual basis for government assignments. The re-employment of retired Government Servants will be dealt in terms of provisions of executive

instructions of the Government issued from General Administration and Public Grievance Department from time to time.

SECTION-B : GUIDELINES FOR OUTSOURCING OF OTHER (NON-CONSULTANCY) SERVICES

In order to reduce operating cost and provide more effective delivery of public services a number of auxiliary and support services are now being outsourced by the State Government and its various agencies. Pending revision of Odisha General Financial Rules in the lines of General Financial Rules-2017 issued by Government of India, there is a need to revise the basic policy framework for outsourcing of other services.

Outsourcing of Other Services :

- i)** Other services (Non-Consultancy Services) are defined as Services that cannot be classified as Consultancy Services. It may include routine jobs of Small Offices like cleaning and sweeping of the premises, watch & ward, horticultural work, housekeeping services, Security services, Catering for Hostels and Guest Houses, Cook-cum-Housekeeping for Small Guest Houses etc. which requires deployment of outside agencies on a sustained long term (for one year or more), which were being traditionally done by the in-house employees.
- ii)** The Offices with larger built up area may adopt Comprehensive Facility Management Services focusing upon the efficient and effective delivery of all services i.e. Housekeeping and Sanitation service, Security Services, Operation and Maintenance of all Equipment, Horticulture and Plantation, Front Desk Management, Waste Management, Parking Management, Reporting and Complaint Management etc. under one contract. Administrative Departments/Heads of Departments and other Government Offices having minimum built up area of 40,000 sq. ft or more may opt for Comprehensive Facility Management Services to bring economy and efficiency in provision of services.
- iii)** **Authority competent to outsource services:** The competent authority i.e. Administrative Departments and Heads of Departments may allow outsourcing of certain services in the interest of economy and efficiency.
- iv)** **Conditions precedent to outsourcing:** Outsourcing of services may be resorted to if adequate man-power is not

available in the Organization for providing the required services.

- v) **Identification of the service to be outsourced:** The identification of the service to be outsourced is to be finalized by the Administrative Department and Head of Department in respect of its own Office or any attached or subordinate Office(s).
- vi) **Cost Estimate and Budget Provision:** The competent authority proposing to outsource a particular service should estimate the reasonable expenditure for the same by ascertaining the prevalent market conditions and consulting other Organizations / Departments/ PSUs who have outsourced similar services and ensure that available budget provision is adequate for the purpose and then proceed to outsource the service.

2. Powers to sanction expenditure and approve outsourcing of services: Administrative Departments and Heads of Departments are hereby authorized to approve outsourcing of services and sanction expenditure on outsourcing of services in each case subject to the financial limits indicated below:

| | | |
|-----------------------------------|----------|----------------------|
| Administrative Departments | : | Full powers |
| Heads of Department | : | Rs.25.00 lakh |

The Administrative Departments and Heads of Departments may enter into contracts for outsourcing of services within the aforesaid financial limits without reference to Finance Department. However, sanction of expenditure shall be subject to availability of budget provision.

3. **Identification of Potential contractors :** The authority proposing to outsource a particular service should prepare a list of likely and potential contractors on the basis of formal or informal enquiries from other Administrative Departments, Heads of Departments, Heads of offices and Organisations involved in similar activities, scrutiny of 'Yellow pages', and trade journals, if available, web site etc.

4. **Preparation of Tender enquiry :** The authority proposing to outsource a particular service should prepare a tender enquiry containing, inter alia:

- (i) The details of the work or service to be performed by the contractor;
- (ii) The facilities and the input/materials which will be provided to the contractor by the competent authority;
- (iii) Eligibility and qualification criteria to be met by the contractor for performing the required work / service; and
- (iv) The statutory and contractual obligations to be complied with by the contractor.

5. Invitation of Bids : The Model Bidding Documents for use by the Administrative Departments/Heads of Departments/Other Government Offices for i) Outsourcing of other services for Small Offices and ii) Comprehensive Facility Management Services for Offices having larger built up areas having minimum built up area of 40,000 sq. ft or more consisting of a complete framework which include instruction to Bidders, General conditions of contract, Technical specification for model scope of work (an indicative list of scopes), evaluation of the proposals are enclosed . The Authority may include other scopes of work as per their requirement, while inviting the bids. The soft copies of Model Bidding Documents for Comprehensive Facility Management Services and Outsourcing of their Services (**Annexure-B & C**) are available in Odisha Government website at www.finance.odisha.gov.in/OGFR.asp.

Procedure for Procurements below Rs.10 (Rupees Ten) lakh

(a) For procurements below Rs.10 (Rupees Ten) lakh, the user should prepare a list of likely and potential service providers as identified as per the provisions of Paragraph-3 above, shortlist the prima facie eligible and capable contractors and issue RfP as per Model Bidding Document to these shortlisted firms on a limited tender enquiry basis as per the standard practice. The number of the contractors so identified for issuing RfP should be more than three.

Procedure for Higher Value of Procurements

(b) For Procurements above Rs.10 (Rupees Ten) lakh, the Procuring Entity should issue advertised single stage tender enquiry asking for the offers by a specified date and time etc. Advertisement in such case should be published in at least two largely circulated Newspapers (One, English Daily and one Oriya Daily). An organisation having its own website should also publish all its advertised tender enquiries on the website.

6. Late Bids: Late bids i.e. bids received after the specified date and time of receipt should not be considered.

7. Evaluation of Bids:

i) Technical evaluation of the bids in case of **Outsourcing of services of routine jobs of Small Offices** as provided in Para-1(i) will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage will be considered for opening of the financial bids. The financial bids shall be evaluated on the basis of **Least Cost Selection Method.**

ii) The Technical proposal of the bidders, in case of **Comprehensive Facility Management Services**, will be evaluated as per the prescribed technical score and the bidders who score 70% and above will be considered for financial evaluation. Any bidder possessing 70% marks and above is technically qualified for opening of their financial bids. L1 offer among the technically qualified offers is selected on price criterion alone. The Committee constituted under Rule 12(3) of the Delegation of Financial Power Rules will evaluate the responsive bids and select the successful bidder for placement of the contract. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price.**

8. Outsourcing by Choice: Should it become necessary, in an exceptional situation to outsource a job to a specifically chosen contractor, the Competent Authority may do so in consultation with the Financial Adviser. In such cases the detailed justification, the circumstances leading to the outsourcing by choice and the special interest or purpose it shall serve shall form an integral part of the proposal.

9. Negotiations and Award of Contract:

9.1 Negotiations are not an essential part of the selection process. In many cases, however, it is felt necessary to conduct negotiations with the selected service provider. Negotiations shall include discussion on staffing, Department's input and special conditions of the contract. This discussion shall not substantially alter the original terms of the contract, lest the quality of service, its cost, and the relevance of the initial evaluation be affected.

9.2 Financial negotiations shall only be carried out if due to negotiations as mentioned above, there is any change in scope of work which has any financial bearing on the final prices or of the costs/cost elements quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract

are not out of line with the rates being charged for other similar assignments. However, in no case such financial negotiation should result in increase in the financial cost as originally quoted and on which basis the service provider has been called for the negotiations.

In case of Least cost selection method, if the negotiation with L1 bidder fails, then the Procuring Entity may invite the L2 bidder to execute the project at prices of L1. If the negotiation with the L2 bidder fails, the Procuring Entity shall cancel the bidding procedure and re-invite the bids.

10. Monitoring the Contract: The competent authority should be involved throughout in the conduct of the contract and continuously monitor the performance of the contractor.

These instructions shall be deemed to be a part of Odisha General Financial Rules & Delegation of Financial Power Rules.


**Additional Chief Secretary
to Government**

Memo No. 37324 /F.

Dated. 30.11.2018

Copy of the Office Memorandum forwarded to the Principal Secretary to Governor/ Additional Chief Secretary to Chief Minister/ Private Secretary to all Ministers and Ministers of State/ Accountant General (Civil Audit), Odisha, Bhubaneswar/ Accountant General (A & E), Odisha, Bhubaneswar/ Deputy Accountant General (Works) Odisha, Puri/ All Departments of Government / All Heads of Department/ All Financial Advisors/ All Assistant Financial Advisors/ All Collectors/ All Treasury Officers/ All Sub-Treasury Officers/ Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharapur, Bhubaneswar/ Director, Gopabandhu Academy of Administration, Bhubaneswar/ Registrar of all Universities for information.

Mipant 30/11/18
Joint Secretary to Government

Memo No. 37325 /F.

Dated. 30.11.2018

Copy of the Office Memorandum forwarded to Addl. Chief Secretary/ Principal Secretary/Commissioner-cum- Secretary, all Departments for information and necessary action.

Mipant 30/11/18
Joint Secretary to Government

Memo No. 37326 /F.

Dated. 30.11.2018

Copy of the Office Memorandum forwarded to P.A to Additional Chief Secretary/ P.S. to Special Secretaries/ P.S to all Additional Secretaries/ all Officers/ all Branches of Finance Department/ Guard File (100 copies) for information and necessary action.

Mipant 30/11/18
Joint Secretary to Government

Memo No. 37327 /F.

Dated. 30.11.2018

Copy of the Office Memorandum forwarded to the Head, Portal Group, Secretariat, Odisha for information and necessary action. It is requested to hoist this Office Memorandum in the website www.orissa.gov.in/finance/index.htm of Finance Department for general information.

Mipant 30/11/18
Joint Secretary to Government

Annexure-A

**STANDARD REQUEST FOR PROPOSALS
(Selection of Consultants)**

How to use this Standard Request for Proposal?

This standard RFP document is advisory in nature and its aim is to sensitize the bid management teams on good practices and harmonize/standardize the RFP clauses and terms and conditions. This standard RFP has been prepared for any Procuring Entity to engage consultants in order to provide a wide range of services. This standard RFP maybe used as a template for creation of RFP. The standard RFP should have a cover page indicating the name of the proposed assignment, department name and the date (month, year), followed by a contents page and a disclaimer page. The bidder data sheet and other sections shall be in continuation to the above.

The standard RFP provided below is interspersed with a few guidance notes within <> to help the user prepare an RFP effectively.

DATA SHEET - <Template Document>

<<This section should be filled in by the Procuring Entity before issuance of the bidding documents. The following specific data shall act as a snapshot to the bidder, in order to get the requisite procurement related information at a go. >>

| Sl. No. | Particular | Details |
|---------|---|---|
| 1. | Name of the Client | <Name of the Department> |
| 2. | Method of Selection & Proposal Validity | <LCS / QCBS / SSS> |
| 3. | Date of Issue of RFP | T |
| 4. | Deadline for Submission of Pre-Proposal Query | T + 7 |
| 5 | Pre-proposal meeting | T+15 |
| 5. | Issue of Pre-proposal Clarifications | T + 20 |
| 6. | Proposal Due Date | T + 30 |
| 7. | Date of opening of Technical Proposal | T + 31 |
| 8. | Date of opening of Financial Proposal | T + 45 |
| 9. | Expected Date of Commencement of Assignment | <Month>, <Year> |
| 10 | Pre-proposal meeting | A pre-proposal meeting will be held on <indicate date, time and venue>.All queries should be received on or before indicate date, time and venue> on mail in word format.The name, address, and telephone number of the nodal officer is: <Name> <Designation> <Address> <Phone Nos.> <email id> |
| 10. | Bid Processing Fee (Non-Refundable) | Rs. _____/- (Rupees only) in shape of Demand Draft in favour of <Authority, Name of Department> drawn in any scheduled commercial bank payable at <Location> |
| 11. | Earnest Money Deposit (EMD) (Refundable) | Rs. _____/- (Rupees) in shape of Demand Draft in favour of <Authority, Name of Department> drawn in any scheduled commercial bank payable at <Location> |

| Sl. No. | Particular | Details |
|---------|------------------------------------|--|
| 12. | Contact Person | Name : _____ Designation: _____ <Name of the Department> Tel no.: _____ Email: _____@____.____ |
| 13. | Address for Submission of Proposal | <Address details with PIN Code> Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected. |
| 14. | Place of Opening of Proposal: | <Address details with PIN Code> |
| 15. | Address for Submission of Proposal | <Address details with PIN Code> Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected. |
| 16. | Place of Opening of Proposal | <Address details with PIN Code> |

RFP can be downloaded from: <website address of Department>

SECTION: 1

LETTER OF INVITATION

<<The Letter of Invitation shall state the intention of the Procuring Entity to enter into a contract for the provision of consultancy services, with necessary details including important dates, EMD amount, mode of delivery for submission of proposals.>>

LETTER OF INVITATION

RFP No: _____

Dated: _____

Name of the Assignment: <Insert details>

1. < Name of Department >, Govt. of Odisha (The Client) invites sealed proposal from eligible bidder / consortium under the selection process to conduct <Proposed Project Name>. More details on the proposed details are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document.
2. A bidder / consortium will be selected under <Method of Selection> procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. _____/F, Dated: _____* of Finance Department, Govt. of Odisha.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **Non- refundable** amount of **Rs. _____/- (Rupees only)** towards **Bid Processing Fee** and a **Refundable amount** towards **EMD of Rs. _____/- (Rupees only)** in form of **Demand Draft** in favour of “<authority>, <Name of the Department>”, drawn in any scheduled commercial bank and payable at <Location>, Odisha failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by **Speed post / Registered Post / Courier** only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **Dt. _____** and the date of opening of the technical proposal is **Dt. _____** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. no.15**). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
 - a. Letter of Invitation [**Section – 1**]
 - b. Information 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**]
 - f. Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

<Designation of Tender Inviting Authority>
<Name of the Department>

SECTION: 2

INSTRUCTION TO CONSULTANTS

<<In the Pre- qualification criteria, the Procuring Entity needs to determine the requirement of a consortium and may accordingly need to modify the requirements and eligibility criteria. The RFP should be structured in a manner that allows or disallows the consortium, based on the value (in the form of increased competition or in terms of specialized skill-sets), brought in the procurement process. In case consortium route is proposed, there should be some basic conditions the RFP should lay down.

The eligibility/pre-qualification criteria set out in any RFP document basically aims to invite proposals from only genuine contenders. The criteria should be set to encourage competition and quality responses/bidding. The below mentioned eligibility criteria is advisory in nature and may be followed under normal circumstances to prevent the eligibility criteria from becoming restrictive in nature.>>

Pre-Qualification Criteria:

Before opening and evaluation of the technical proposals, each bidder / consortium of consultants will be assessed based on the following pre-qualification criteria. The bidder / consortium of consultants 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.

| Sl. No. | Eligibility Criteria | Supportive Documents |
|---------|--|---|
| 1 | Bidder /consortium <i>must be</i> a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 | Certificate of Incorporation / Partnership deed/Service Tax Registration |
| 2 | The bidder / consortium members should have been in the consulting business for more than <No. of years> from the date of Incorporation on the last date of submission of the proposal. | |
| 3 | Bidder / Lead consultant of consortium must have successfully completed <Nos.> of assignments of similar nature (having Contract Value \geq <as per proposed project>Rs. __.00 Lakh and Duration \geq (<Nos.> of Months)), in any sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / International and National Organisation during the last <Nos.> Financial Years . Consortium partner must have successfully completed <Nos> of assignments of similar nature (having Contract Value \geq <as per proposed project>Rs. __.00 Lakh and Duration \geq (<Nos.> Months)), in any sector under Central / State Govt. / Externally Aided Projects/ Autonomous bodies operated under Govt. administrative control / International and National Organisation during the last <Nos.> Financial Years . | Copies of Work Order / Contract Document / Completion Certificate from the previous Clients <<The definition of similar work should be clearly defined with references to domain, sector or industry and functional area of scope of work>> |
| 4 | In case of single bidder the average financial turnover must be Rs. __.00 Cr from consulting business only during the last <Nos.> financial years. In case of consortium, the average financial turnover of lead consultant must be Rs. __.00 Cr and that of the consortium partner must be Rs. __ Lakh from consulting business during last <Nos.> financial years. | Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder / consortium consultants. |
| 5 | Bidder / Lead consultant 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 agreements, engagements, or affiliations with the Client. | Self Declaration from the Bidder / Lead consultant as per the format (TECH - 6) |
| 6 | In case of consortium of consultants, the members shall submit a Power of Attorney in favour of the lead consultant. | Copy of power of attorney. |

<<The following norms may be followed in case of consortium.

For the purposes of this RFP, consortiums are allowed. The lead bidder in the consortium shall be solely responsible for delivery of services envisaged under this RFP.

- 1. The consortium partner(s), through a consortium agreement / MOU duly signed by the authorised signatories, shall designate the roles of each partner.*
- 2. The lead member / partner of the consortium should meet the eligibility criteria as stipulated in eligibility criteria.*
- 3. The consortium agreement shall designate one of the partner to be the coordinator (Lead Consultant) with the client and shall be authorised to receive instructions for and on behalf of partners of the consortium, be located in Odisha.*
- 4. All statutory documents of the consortium shall be furnished.*
- 5. The consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract and shall be responsible for execution of the assignment.*
- 6. The consortium shall have a maximum of <Nos.> members.>>*

2. Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:

The bidder / consortium of consultants have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last **<Nos>** assessment years (**to be decided accordingly**).
- General Details of the Bidder (**TECH - 2**)
- Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- List of completed assignments of similar nature (**Past Experience Details, TECH - 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- Self Declaration regarding Conflict of Interest (**TECH - 6**)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorised representative.

3. **Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. _____/- (..... Rupees Only)** in shape of DD from any scheduled commercial bank in favor of “_____” payable at **<location>**. Proposals received without bid processing fee will be out rightly rejected.

4. **Earnest Money Deposit (EMD) :**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) **< normally 2-5 % of the estimated cost of the tender, taking into consideration the nature of the assignment >** amounting to **Rs. _____/- (..... Rupees Only) in shape of DD** from any scheduled commercial bank in favour of “_____” payable at **<location>**:

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarifications to the Client
 - agrees to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. **Validity of the Proposal:**

Proposals shall remain valid for a period of **<90-120> (_____ Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. **Pre -Proposal Queries / Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to **<Name of the Department>** Department through e-mail at _____@_____ till _____ . Clarifications to the above will be uploaded in the **<Department website>** / clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

Pre-proposal meeting will be held on **<Date, Time>** at **<Address of the venue>**. The bidders will have to ensure that their queries for pre-proposal meeting should reach two days before the pre-proposal meeting to the **point of contact (Nodal Officer)**.

7. Submission of Proposal:

Bidder must submit their proposals by **Registered Post / Speed Post / Courier** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an 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 outrightly rejected by the Client.

The procedure for submission of the proposal is described below:

i) **Technical Proposal (Original + 1 Copy):**

The envelope containing technical proposal shall be sealed and superscripted as "**Technical Proposal - <Proposed Project Name>**" and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, soft copy in word form in CD along with all the supportive documents and information have to be furnished as part of technical proposal.

ii) **Financial Proposal (Original + 1 Copy):**

The envelope containing financial proposal shall be sealed and superscripted as "**Financial Proposal – <Proposed Project Name>**". The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only along with soft copy in pdf form in CD as part of financial proposal.

The "**Technical Proposal**" and "**Financial Proposal**" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "**TECHNICAL PROPOSAL (Proposed Project Name)**".

The second envelope must be marked as "**FINANCIAL PROPOSAL (Proposed Project Name)**" and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labelling of following information in bold:

Proposed Project Name)

RFP NUMBER AND DATE:

NAME OF THE BIDDER:

DEADLINE FOR SUBMISSION OF BID:

NAME AND ADDRESS OF THE BIDDER:

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 outrightly 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.

8. Opening of the proposal :

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. Evaluation of Proposal:

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

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 - ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
 - ✓ Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process.
 - ✓ Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
 - ✓ Copy of Certificate of Incorporation/ Registration.
 - ✓ Copy of PAN.
 - ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
 - ✓ Copies of IT Return for the last **3** assessment years
 - ✓ General Details of the Bidder (**TECH – 2**).
 - ✓ Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
 - ✓ Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
 - ✓ List of completed assignments of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
 - ✓ Self Declaration on Conflict of Interest (**TECH - 6**).
 - ✓ Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organisation in the recent past.
 - ✓ Duly filled in Technical Proposal Forms **TECH - 7 to 10**.
 - ✓ All the pages of the proposal and enclosures/attachments are signed by the authorised representative of the bidder.

**** Bids not complying to any of the above requirement, will be outrightly rejected at the discretion of the Client's authority.***

- **TECHNICAL EVALUATION (2nd Stage):** Technical proposal will be opened and evaluated for those bidders / consortium (Lead Partner only) who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

| Sl. No | Bid Evaluation Parameters | Allocation |
|--------|---|------------|
| 1 | Specific experience of Consultant relevant to the assignment | 5 to 10% |
| 2 | Adequacy of the proposed methodology and work plan in response to ToR | 20 to 50% |
| 3 | Qualification and relevant experience of key staff | 30-60% |
| 4 | Transfer of knowledge* | 0-10% |

****If this criteria is not required, the mark can be adjusted against some other criteria***

For further details, please refer to Chapter 6, Para 6.7 – Evaluation of the Quality-Technical Proposal.

Bidders who secure above <Nos> marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

- **FINANCIAL EVALUATION (3rd Stage):**The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorisation letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process :

Least Cost Selection method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives. The bidder, who submits the lowest financial price bid shall be adjudged as the **L1 bidder** and shall be called for further process leading to the award of the contract. Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. In case of a tie with respect to the bid price for **L1**, the bidder having higher technical score will be considered the preferred bidder.

In Quality and Cost Based Selection method, minimum qualifying marks (normally 70-80 out of maximum 100 marks) as a benchmark for quality of the technical proposal will be prescribed and indicated in the RFP along with a scheme for allotting marks for various technical criteria/attributes. During evaluation quality score is assigned out of the maximum 100 marks to each of the responsive bids as per the scheme laid out in the RFP. Financial proposal are then opened for only eligible and responsive offers and are also given a cost-score based on relative ranking of prices, with 100 for the lowest and pro-rated lower marks for higher priced offers. The total score shall be obtained by weighting the quality and cost scores and adding them. This method of selection shall be used for highly technically complex and critical assignments where it is justifiable to pay appropriately higher price for higher quality of proposal.

The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever. The CEC (Consultant Evaluation Committee) will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between word and figures the former will prevail. All required items must be priced accordingly in the financial bid.

For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the consultant including overhead expenses, such as travel, accommodation, logistics, training/ workshop, preparation of reports / formats, printing & other secretarial expenses etc.

11. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10% of the contract value** from a scheduled commercial bank situated in Bhubaneswar in favour of “<name of the authorized>”, as per the format at **Annexure-II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of <Nos> months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

13. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **<Nos.> months** from the date of effectiveness of the contract and will be extended on mutual consent.

14. Conflict of Interest :

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would

amount to their disqualification and breach of contract.

15. Disclosure :

a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

- Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16. Anti-corruption Measure :

a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals :

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

18. Cost of bidding :

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of <location> only within Odisha.

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such

sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. 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 undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through <Name of the Department> Department website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

23. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights:

<Name of the Department>, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

25. Replacement of Key Personnel :

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating

the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage of 10% of the contract value.

26. Force Majeure :

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

27. Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **<Authority>**, **<Name of the Department>**, Government of Odisha. The arbitration proceeding shall be held in **< name of location > within Odisha.**

28. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/

fraudulent means at any point of time during the bid process

- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

SECTION: 3

TERMS OF REFERENCE (ToR)

Introduction (Background)

<<Client has to put the background information about the proposed project and organization>>

1. Purpose / Objectives of the Assignment

<<Client has to state the statement of purpose of the proposed project>>

2. Detailed Scope of the Work

<<Client has to put the clear scope of assignment for that it will be helpful to bidder for proposal submission. The tasks, activities to be carried out, dependencies, milestones, bar/Gantt Chart. The place of assignment and touring requirements, if any, must be specified. The length and duration of the assignment may be included here.>>

3. Timelines, stages of deliverables and content of each deliverable.

<<This should indicate the format, frequency and contents of reports, including dates of submission. The number of copies and requirements for electronic submission are also to be specified. These can be specified in a tabular format as provided below too>>

Deliverables vis-a-vis time frame

| SI. No. | Description of Items | Corresponding time frame |
|---------|----------------------|--------------------------|
| 1 | | |
| 2 | | |
| 3 | | |

4. Team composition and Qualification Requirements for the key professionals (And any other requirements which will be used for evaluating the key experts)

< The role and responsibilities of the Key Professionals is to be mentioned and the amount of time they will devote to the assignment may be specified. >

| SI. No | Key Professionals | Person-Days |
|--------|-------------------|-------------|
| 1 | | |
| 2 | | |
| 3 | | |

5. Expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified.

6. Payment Terms and Schedule in a tabular form

| SI. No. | Deliverables | % of total payment payable |
|---------|--------------|----------------------------|
| 1 | | |
| 2 | | |

7. Background materials, data, reports, records of previous surveys and so on, to be provided to the consultant. (Mention a caveat about reliability of material provided and the need for consultant to verify and crosscheck vital aspects)

8. Facilities which will be provided to the consultants by the Procuring Entity, say local conveyance, office space, office machines, secretarial assistance, utilities, local services etc.

9. Any other related information specific to proposed study / assignment which is necessary to be furnished to all the bidders.

10. Roles and Responsibilities of Stake holders Department

- Stake holder Department
- Consultant

11. Procedure for review of the work of the consultant after award of contract including testing, validation, approval. The name and / or designation of the officials responsible for reviewing the work and monitoring the activities of the consultants may also be included here. A mention about the Consultant Monitoring Committee (CMC) may be included.

Section 4

Technical Proposal Submission Forms

TECH -1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The _____ to Government
<Name of the Department> Department, Government of Odisha
<Address>
<Address>
<PIN>

Subject: <NAME OF THE PROPOSED PROJECT>. [TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **<Nos.> Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organisation (General Details)

| Sl. No. | Description | Full Details |
|---------|--|--------------|
| 1 | Name of the Bidder / Consortium | |
| 2 | Address for communication: Tel : Fax: Email id : | |
| 3 | Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id : | |
| 4 | Registration / Incorporation Details Registration No: Date & Year. : | |
| 5 | Local office in Odisha If Yes, Please furnish contact details | Yes / No |
| 6 | Bid Processing Fee Details Amount : DD No. : Date: Name of the Bank: | |
| 7 | EMD Details Amount : DD No.: Date: Name of the Bank: | |
| 8 | PAN Number | |
| 9 | Goods and Services Tax Identification Number (GSTIN) | |
| 10 | Willing to carry out assignments as per the scope of work of the RFP | YES |
| 11 | Willing to accept all the terms and conditions as specified in the RFP | YES |

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 3

Bidder Organisation (Financial Details)

| Financial Information in INR | | | | |
|--|---------|---------|---------|---------|
| Details | FY_____ | FY_____ | FY_____ | Average |
| Consulting Turnover (in Lakh) | | | | |
| <i>Supporting Documents:</i> Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i> | | | | |

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH - 4

FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organisation) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organisation>**, **<Designation of the person>** of the company acting for and on behalf of the company under the authority conferred by the **< Notification/ Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>, <year>**.

The signatures of **<Name of person>** in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative :

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of <Nos> completed assignments only of similar nature** in any sector during last <Nos> years)

| Sl. no. | Period | Name of the Assignment with details thereof | Name of the Client | *Contract Value (in INR) and Duration in Month | Date of Award / Commencement of assignment | Date of Completion of assignment | Remarks if any |
|---------|--------|---|--------------------|--|--|----------------------------------|----------------|
| A | B | C | D | E | F | G | H |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to <Nos> assignments of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

* Assignments having Contract Value of \geq Rs. _____ Lakh & Duration of \geq _____ Month only will be taken into consideration.

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH -7

**Comments and Suggestions on the Terms of Reference / Scope of Work and
Counterpart Staff and Facilities to be provided by the Client**

A: On the Terms of Reference / Scope of Work:

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN 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 objectives 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 output(s), and the degree of detail of such output. ***Please do not repeat/ copy the ToR here.***

B. Description of Approach and Methodology :

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. 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 :

- a. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. 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)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<The bidder may be asked to submit the required information within a certain number of pages, with font specified)

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position :

[For each position of key professional separate form Tech B-6 will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. Membership in Professional Associations :

9. Other Trainings :

10. Countries of Work Experience :

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

| From [Year] | To [Year] |
|---|-----------|
| Procuring Entity Name: | |
| Position Held: | |
| Details of the Task Assigned [List all tasks to be performed under this Assignment/job] | |

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]

| | |
|-----------------------------|--|
| Name of the Project | |
| Year | |
| Location | |
| Name of the Client | |
| Project Feature | |
| Position Held | |
| Activities Performed | |

Certification :

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.>>

TECH – 10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

| <i>Week</i> → | 1 | 2 | 3 | 4 | 5 | 6 |
|--|----------|----------|----------|----------|----------|----------|
| <i>Sequence of Study Activities / Sub Activities</i> ↓ | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section 5

Financial Proposal Submission Forms

FIN - 1

COVERING LETTER
(In Bidder's Letter Head)

[Location, Date]

To

The _____ to Government
<Name of the Department> Department, Government of Odisha
<Address>
<Address>
<PIN>

Subject: <NAME OF THE PROPOSED PROJECT> [FINANCIAL PROPOSAL]

Sir

I, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of [***Insert amount(s) in words and figures***].

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **<Nos.> days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [*In full and initials*]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder :

—

**Amount must match with the one indicated in Fin-2.*

FIN - 2

SUMMARY OF FINANCIAL PROPOSAL

| | | | | |
|----------------------------------|--|----------------------|-----------|-------|
| Name of the Assignment : | | | | |
| Sl. No. | Fee Particulars | Amount in INR | | |
| A | Remuneration for Professionals and Support Staff | | | |
| | Description of Manpower | Qty | Unit Rate | Total |
| A 1 | | | | |
| A 2 | | | | |
| A 3 | | | | |
| A 4 | | | | |
| B | Sub Total | | | |
| C | Overhead expenses | | | |
| D | Consulting Fee (B+C) | | | |
| E | Taxes applicable as per GST Act @ _____ % of Consulting Fee (D) | | | |
| Grand Total (INR) (D + E) | | | | |
| In Words | | | | |

- *Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- *Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

FIN - 3

BREAKDOWN OF REMUNERATION OF KEY PROFESSIONALS

| Sl. No. | Name of Key Person | Position | Unit Rate (MAN DAY)(A) | Proposed MAN DAY (B) | Total Amount in INR (A*B) |
|---------------------------|--------------------|----------|------------------------|----------------------|---------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| Grand Total in INR | | | | | |
| In Words | | | | | |

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

FIN - 4

BREAKDOWN OF OVERHEAD EXPENSES

| Sl. No. | Description | Unit | Quantity | Unit Price in INR | Total Amount in INR |
|---------------------------|-------------|------|----------|-------------------|---------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| Grand Total in INR | | | | | |
| In Words | | | | | |

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

| Sl. No. | Description | Submitted (Yes/No) | Page No. |
|---|--|--------------------|----------|
| TECHNICAL PROPOSAL (ORIGINAL + 1 COPY) | | | |
| 1 | Filled in Bid Submission Check List (ANNEXURE-I) | | |
| 2 | Covering Letter (TECH -1) | | |
| 3 | Bid Processing Fee of Rs. _____/- in form to DD | | |
| 4 | Rs. _____/- in shape of Demand Draft | | |
| 5 | Copy of Certificate of Incorporation / Registration of the Bidder | | |
| 6 | Copy of PAN | | |
| 7 | Copy of Goods and Services Tax Identification Number (GSTIN) | | |
| 8 | Copies of IT Returns for the last <Nos> AYs (to be decided accordingly) | | |
| 9 | General Details of the Bidder (TECH - 2) | | |
| 10 | Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period | | |
| 11 | Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder. | | |
| 12 | List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments | | |
| 13 | Self Declaration on Potential Conflict of Interest (TECH - 6) | | |
| 14 | Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career. | | |
| 15 | Comments and Suggestions (TECH – 7) | | |
| 16 | Description of Approach, Methodology & Work Plan (TECH - 8) | | |
| 17 | CV of Key Professionals (TECH – 9) | | |
| 18 | Work Plan (TECH – 10) | | |
| 19 | Consortium agreement duly signed by the authorized signatories, shall designate the roles of each partner | | |
| FINANCIAL PROPOSAL (ORIGINAL + 1 COPY) | | | |
| 1 | Covering Letter (FIN-1) | | |
| 2 | Summary of Financial Proposal (FIN-2) | | |

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To,

The _____ to Government (DDO)
<Name of the Department> Department, Govt. of Odisha
<Address>
<Address>
<PIN>

WHEREAS _____ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the _____ day of _____, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Bank & Branch

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

SECTION 7

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

Contents

- I. Form of Contract
- II. General Conditions of Contract
 1. General Provisions
 2. Commencement, Completion, Modification and Termination of Contract
 3. Obligations of the Consultant
 4. Consultants' Personnel and Sub-Consultants
 5. Obligations of the Employer
 6. Payments to the Consultant
 7. Fairness and Good Faith
 8. Settlement of Disputes
 9. Liquidated Damages
 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This **CONTRACT** (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of _____, Department of _____, Government of India, (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

(a) the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Employer ;

(b) the "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Employer"

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the "**Employer**" shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

For and on behalf of the President of India [name of "Employer"]

(Witnesses) [Authorized Representative]

(ii)

In presence of (Witnesses)

(i)

2. For and on behalf of [name of Consultant]

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.

[name of member] [Authorized Representative]

4. [Name of member]

[Authorized Representative]

II. General Conditions of Contract

• GENERAL PROVISIONS

• Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

xiii) **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being.

xiv) **“Consultant”** means any private or public entity that will provide the Services to the “Employer” under the Contract.

xv) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

xvi) **“Day”** means calendar day.

xvii) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

xviii) **“Foreign Currency”** means any currency other than the currency of the “Employer’s” country.

xix) **“GC”** means these General Conditions of Contract.

xx) **“Government”** means the Government of India

xxi) **“Local Currency”** means Indian Rupees.

xxii) **“Member”** means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

xxiii) **“Party”** means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.

xxiv) **“Personnel”** means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

xxv) **“Reimbursable expenses”** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

xxvi) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.

xxvii) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

xxviii) **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.

xxix) **“Third Party”** means any person or entity other than the “Employer”, or the Consultant.

xxx) **“In writing”** means communicated in written form with proof of receipt.

Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

Law Governing Contract : This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

- **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.
- **Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

Location : The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

Authority of Lead Partner : In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

Authorized Representatives : Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

- **Fraud and Corruption**

Definitions: It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “**collusive practices**” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) “**coercive practices**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

- **Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

- **Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Effectiveness of Contract : This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

Termination of Contract for Failure to Become Effective : If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

Commencement of Services : The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

Expiration of Contract : Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

Entire Agreement : This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

Modifications or Variations : (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made

by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

• **Force Majeure**

Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor
- (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

No Breach of Contract : The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

Measures to be Taken :

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

- (i) demobilize,; or

- (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

Suspension : The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

- **Termination**

By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

By the Consultant : The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

Cessation of Rights and Obligations : Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

Cessation of Services : Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

• **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i)hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination : If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer

the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

• General

Standard of Performance : The Consultant 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

Conflict of Interests : The Consultant shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

Consultant not to benefit from Commissions, Discounts, etc. :

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant 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 Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

Consultant and Affiliates Not to Engage in Certain Activities : The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

Prohibition of Conflicting Activities : The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

Confidentiality : Except with the prior written consent of the “Employer”, the Consultant 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 Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Employer”’s request, shall

provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

Consultant's Actions Requiring "Employer"'s Prior Approval: The Consultant shall obtain the "Employer's" prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
 - (b) **Subcontracts** : the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.
- **Reporting Obligations** : The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
 - **Documents Prepared by the Consultant to be the Property of the "Employer"** : All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
 - **Equipment, Vehicles and Materials Furnished by the "Employer"** : Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.
 - **Equipment and Materials Provided by the Consultants** : Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

General : The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

Description of Personnel : (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

- **Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

Resident Project Manager : If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

Assistance and Exemptions : Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

Payment : In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

• **Counterpart Personnel** : (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

- (b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

Currency of Payment : All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

• **Terms of Payment :**

The payments in respect of the Services shall be made as follows :

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) **Final Payment :** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- **Good Faith** : The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

- **Operation of the Contract** : The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- **Amicable Settlement** : Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

- **Arbitration** : In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. **Liquidated Damages**

The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D.

• The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay.

10. **Miscellaneous provisions:**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract :

(Clauses in brackets { } are optional; all notes should be deleted in final text)

| SC Clause | Ref. of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-----------|-------------------|--|
| 1. | 1.5 | The addresses are: 1. "Employer" : Attention : Facsimile : |
| | | 2, Consultant : Attention : Facsimile : |
| 2. | 1.7 | {Lead Partner is [insert name of member]} Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC. |
| 3. | 1.8 | The Authorized Representatives are: For the "Employer": For the Consultant: |
| 4. | 2.1 | {The effectiveness conditions are the following: [insert conditions]} Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, "Employer's" approval of Consultant's proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Consultant of advance payment and by "Employer" of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC. |
| 5. | 2.2 | The time period shall be [insert time period, e.g.: four months]. |
| 6. | 2.3 | The time period shall be [insert time period, e.g.: four months]. |
| 7. | 2.4 | The time period shall be [insert time period, e.g.: twelve months]. |
| 8. | 3.4 | Limitation of the Consultants' Liability towards the "Employer" {Note: Proposals to introduce exclusions/limitations of the Consultants' liability under the Contract should be carefully scrutinized by |

| | | |
|-----|-----|--|
| | | <p>Employers/"Employer's. In this regard the parties should be aware of the Employer's policy on this matter which is as follows:</p> <p>1. If the Parties agree that the Consultants' liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC.</p> <p>2. If the Parties wish to limit or to partially exclude the Consultants' liability to the "Employer", they should note that, to be acceptable to the Employer, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the "Employer", and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than a multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Consultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or wilful misconduct.</p> |
| 9. | 3.5 | <p>The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable)</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency];</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted:</p> <p>{taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the "Employer" as "Employer" is required.}</p> |
| 10. | 4.6 | {The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} |

| | | |
|-----|--------|--|
| | | Note: If there is no such manager, delete this Clause SC 4.6. |
| 11. | {5.1} | Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1. |
| 12. | 6.1(b) | The ceiling in local currency is: [insert amount and currency] |
| 13. | 6.3 | [Delete whichever is not applicable] |

1. For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

Activity 1:

| Sr. No. | Milestone (Deliverables) | Time period for submission | Payment (as % of the total service cost) |
|---------|--------------------------|----------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| Total | | | |

Activity 2:

| Sr. No. | Milestone (Deliverables) | Time period for submission | Payment (as % of the total service cost) |
|---------|--------------------------|----------------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| Total | | | |

OR

2. For time based contracts remuneration will be paid on monthly basis.

| | | |
|-----|-----|---|
| 14. | 8.3 | The Arbitration proceedings shall take place in (indicate name of the city) in India. |
|-----|-----|---|

Binding signature of Employer Signed by _____
(for and on behalf of the President of India)

Binding signature of Contractor Signed by _____
(for and on behalf of _____ duly authorized vide Resolution
No. _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub- contractors, if any)

APPENDIX D – TOTAL COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).

Annexure-B

MODEL BIDDING DOCUMENT

**SELECTION OF AGENCY FOR PROVIDING
COMPREHENSIVE FACILITY MANAGEMENT SERVICES**

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

Disclaimer and Confidentiality

This RFP Document has been prepared by [Name of the 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. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. “**CLIENT**”, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

“**CLIENT**” accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**CLIENT**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

“**CLIENT**” 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.

“**CLIENT**” 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. “**CLIENT**” may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

“CLIENT” 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 **“CLIENT”** is bound to select service provider or to appoint the successful service provider, as the case may be. **“CLIENT”** 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 **“CLIENT”** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **“CLIENT”** 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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Notice Inviting Tender (NIT)

[Please Insert Name of the Tender Inviting Authority] (“CLIENT”), invites sealed proposal from all interested Bidder/s for **‘SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES’** at **[Please Insert Details of the Site]**.

A. Indicative Scope :

The Broad Scope of services required through this RFP, shall be inter alia as briefed below:

1. Operation and Maintenance of all Electrical & Mechanical Equipment,
2. Housekeeping and Sanitation services,
3. Security Services,
4. Horticulture and Plantation,
5. Front Desk Management,
6. Hospitality services in guest rooms and dormitories,
7. Waste Management,
8. Parking Management,
9. Pest control,
10. Reporting and Complaint Management, and
11. Coordination with other service providers

B. Contract Period : 03 years

C. Bid Processing Fee (INR) : 10,000/-

D. Earnest Money Deposit (INR): [2 % of the Estimated cost of the Project]

The RFP document can be downloaded from [Insert details of the website]. To clarify the queries of the Bidder/s, a pre- bid meeting is scheduled to be held on [Insert place Date and Time]. Duly completed proposal along with other prerequisites documents in support of eligibility criteria and the required information as per formats must be submitted through **Registered Post/ Speed Post/ Courier** latest by [Insert date and time] as specified in the critical date sheet below. For details please refer the RFP Documents.

E. Critical Date Sheet:

| | | |
|---|--|---------------|
| 1 | RFP Issue Date | T |
| 2 | Last Date and Time for Submission of Pre-Bid queries through email | T + 7 |
| 3 | Pre Bid Meeting Date and Time | T + 10 |
| 4 | Upload of Pre Bid Clarification Date and Time | T + 15 |
| 5 | Bid Due Date and Time | T + 30 |
| 6 | Technical Bid Opening Date and Time | T + 31 |
| 7 | Financial Bid Opening Date and Time | T + 38 |

F. Contact Person :

[Insert Name, Designation, Contact No with Email Id]

G. Complete Address for Submission of Bid :**Bidder Data Sheet**

| Sl. No. | DESCRIPTION | |
|---------|-------------------------------------|---|
| 1. | Title of Request for Proposal (RFP) | Selection of agency for providing comprehensive facility management services at [Insert details of the Location] |
| 2. | Broad scope of services | The Broad Scope of services required under through this RFP shall be inter alia as briefed below : <ol style="list-style-type: none"> 1. Operation & Maintenance of all equipment's and E&M services, 2. Housekeeping and Sanitation services, 3. Security Services, 4. Horticulture and Plantation, 5. Front Desk Management, 6. Hospitality services in guest rooms and dormitories, 7. Waste Management, 8. Parking Management, 9. Pest control, 10. Reporting and Complaint Management, and 11. Coordination with other service providers |
| 3. | Contract Period | The Contract shall be for a period of 03 years (i.e 36 Months). |
| 4. | Method of Selection | Least Cost Selection Process (LCS) |

| Sl. No. | DESCRIPTION | |
|---------|--|---|
| 5. | Bid Processing Fee | Rs.10,000/- (Ten Thousand Only) in shape of Demand Draft |
| 6. | Submission of Proposal | <p>Bidder/s shall be required to submit their Proposal through Registered Post / Speed Post / Courier as per instructions in the RFP Document on or before the end date and time for proposal submission i.e. [Insert Date and Time] to the following address :</p> <p>[Name and Complete Address of the Office] The Client will not be responsible for any postal delay/any consequences in receiving of the proposal. Any bid received after the deadline of submission, will be out-rightly rejected.</p> |
| 7. | Issue of RFP | < Insert Date and Time> |
| 8. | Downloading of RFP Documents | Bidders can download the complete RFP Document from the website of < Insert Website > |
| 9. | Pre Bid Meeting | <p>Date: Time: Venue: Contact Person: Designation: Contact Number:</p> <p><i>Bidders may confirm their participation in the pre-bid meeting by sending their queries in respect to the RFP Document as per the prescribed format to the email at < Insert Email> by the deadline as specified in the RFP Document.</i></p> |
| 10. | Last date and time of sending queries | <p>Date: < Insert Details> Time: < Insert Details></p> |
| 11. | Client's response to queries | <p>Date: < Insert Details></p> <p>Response to all the queries shall be uploaded on the website < Insert website> without reference to the name of the bidder.</p> |
| 12. | Last date and time of Submission of Bid (Bid Due Date) | <p>Date: < Insert Details> Time: < Insert Details></p> <p><i>Bidders are requested to refer Clause 1.4 for details.</i></p> |

| Sl. No. | DESCRIPTION | |
|---------|--|--|
| 13. | Date of opening of Technical Bid | <p>Date: < Insert Details></p> <p>Time: < Insert Details></p> <p>The Technical Bids shall be opened in presence of the authorised representatives of the bidder who wish to be present at the venue at that time.</p> <p><i>Bidders are requested to refer Clause 1.6</i></p> |
| 14. | Date of opening of Financial Proposal | <p>Date: to be communicated later</p> <p>Time: to be communicated later</p> <p>Financial Bids of technically qualified bidders will only be opened in presence of the authorised representatives and evaluated. Bidders quoting lowest financial bid for the first Year i.e L1 among technically qualified bidders shall be identified as selected bidder.</p> <p><i>Bidders are requested to refer Clause 1.6</i></p> |
| 15. | Letter of Award (LoA) to selected Bidder | <p><i>Within 7 days from the date of issue of award notice.</i></p> |
| 16. | Site Visit | <p>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. The site visit will be facilitated by the Client from Dt _____ to Dt _____ for the prospective bidders. The details of the authorised person, who is to be contacted, provide guidance for facilitating for the purpose are given below :</p> <p>[Insert Details Below] Name & Designation: Contact No and Email Id:</p> |
| 17. | Scope of work, Obligations of Agency and Client, for the assignment: | <p>As detailed in Schedule of Requirements (Section 3 and FormT8)</p> |
| 18. | Selection process | <p>As detailed in clause 1.3.1</p> |
| 19. | Earnest Money Deposit (EMD) | <p>Bidder must submit an EMD of [Insert the Amount] in Indian Rupees in the form of Demand Draft.</p> <p><i>Bidders are requested to refer clause 1.12</i></p> |

| Sl. No. | DESCRIPTION | |
|---------|--|---|
| 20. | Performance Security | <p>Selected bidder must submit Performance Security of the amount equivalent to 10 % of the Contract Value</p> <p><i>Bidders are requested to refer Clause 1.11 for details</i></p> |
| 21. | Validity of Proposal | <p>Proposals must remain valid for one hundred Twenty (120) days after the submission date</p> <p><i>Bidders are requested to refer Clause 1.14 for details</i></p> |
| 22. | Language(s) of the submitted proposals: | English |
| 23. | Bidder to state financial proposal in the national currency: | Indian Rupees (INR) |
| 24. | Taxes | As per Clause no 1.2.9 |
| 25. | Selection Criteria for Pre-Qualification (eligibility) | <i>Bidders are requested to refer Clause 1.2.4 for detail</i> |
| 26. | Evaluation Criteria for Technical Proposal | <i>Bidders are requested to refer Clause 1.7.1</i> |
| 27. | Annual Comprehensive Facility Management Cost | <p>Lowest financial bid for the first year quoted by the bidder.</p> <p>Payments for the Annual Comprehensive Facility Management Cost shall be made by the Client on equal monthly instalments basis during contract period. Annual enhancement of cost will be applicable as per clause 1.10.3 of this RFP.</p> |
| 28. | Signing of Service Agreement (SA) | Within 15 (Fifteen) days from the date of issue of LOA |
| 29. | Mobilization Period and Commencement of Service: | 15 days from the signing of Service Agreement (SA) |

Section-1 : Instruction to bidders**1.1 Project Introduction**

| Project Specification | |
|---|---|
| Description | Quantity (Unit) |
| Total Super built-up Area | |
| Total Carpet Area | |
| Common Area | |
| Basement Parking | |
| Structural Glazing | |
| Aluminum Composite Panel | |
| Aluminum Windows | |
| Drinking Water Sump (Capacity) | |
| Over Head Tank for drinking water (Capacity) | |
| Over Head Tank for firefighting (Capacity) | |
| Fire Hydrant Sump (Capacity) | |
| Number of Toilets : - Toilets | _____ Nos. having Non-glazed ceramic tiles floor & Wall with P.H. fittings & fixtures. |
| Type of Flooring <i>[Please provide detail information regarding flooring texture and coverage]</i> | |
| Other Ancillary Building Areas if any | |
| D.G.Room with details of Machineries | |
| Pump House with details of Machineries | |
| Substation yard Area | |
| Front Lawn & Plantation | |
| Lawn Area with planter Boxes | |
| Signage Board | |
| Centralized A/C Systems with detail specification | |
| Any other relevant information in respect of the project location | |

Note:

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

1.2 General

1.2.1 Scope of Tender

1.2.1.1 [Insert Name of the Client] (“**CLIENT**”) (hereinafter referred to as “**The Client**”) invites sealed bids from the eligible bidders for providing Comprehensive Facility Management Services at [Insert Project Location]

1.2.1.2 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 **Form T- 6** for scope of work for the proposed services.

1.2.1.3 The successful bidder shall become Facility Management Service Provider (FMS) on completion of contract signing formalities.

1.2.1.4 The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.

1.2.2 Client

1.2.2.1 For the purpose of this RFP, Client shall mean [Inset Name of the Tender Inviting Authority] for proposed service.

1.2.3 Reporting Officer

1.2.3.1 [Insert Name and Designation of the Reporting Client]

1.2.4 Eligibility Criteria

The bidder should meet the following eligibility requirements to qualify for participation in the bidding process:

| Criteria | Description | Required Supporting Document |
|---------------------------|--|---|
| Technical Criteria | | |
| A. | The bidder should be registered under appropriate Client; <ul style="list-style-type: none">• Indian Companies Act 2013• Indian Partnership Act 1932• The Societies Registration Act 1860.• Limited Liability Partnership Act 2008. | Copy of Certificates of Incorporation / Registration issued by the competent Client |
| B. | The bidder must have executed Comprehensive Operation, Maintenance and Multi facility Mechanised Services in Central / State Govt./ IT / ITeS companies, High rise Buildings, Apartments, Business centres and | Copies of supporting work order / work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per Format T4 . |

| | | |
|--------------------------------------|--|---|
| | <p>Malls in India during last Five financial years as on <Insert Date> _____ of value specified herein in the relevant area as per the scope of the work:-</p> <p>One project with minimum _____ Sq. ft. Built-up areas and not less than the contract value of [70% of the Estimated Cost of the Project]</p> | |
| C. | 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 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate and Valid License under PSARA (Private Security Agencies Regulation Act.2005) to be submitted along with the technical proposal. |
| D. | Bidder must not be under any declaration of Ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal. | Undertaking as per Form T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and non-blacklisting needs to be furnished |
| E. | The registered Office / branch office of the Service Provider must be located within the jurisdictional area of Odisha. | Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise) |
| Financial Capability Criteria | | |
| F. | Bidder should have the average financial turnover of not less than Rs. [twice the estimated cost of the service] (in words) and should have a positive net worth for last Five financial years, ending [Please insert the Period] for providing similar type of services as per the scope of the work. | Duly certified copy from the auditor / chartered accountant has to be provided certifying Organizations turnover during last five financial years [Please insert the Period] as per Form T2 (part B) of Section 5. |
| G | Must have its own bank account in any scheduled bank situated in Odisha. | Copy of the pass book along with self-attested Bank Account Statement for the last six months period needs to be furnished. |
| H. | Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service Provider | An undertaking to this effect must be submitted on the bidder letter head. |

NB :

- i. Similar works** means undertaken Comprehensive Facility Management Services including operation and maintenance services, housekeeping, security services, horticulture, waste management etc.
- ii. Eligible Projects** for the purpose of evaluation shall mean following projects : Similar works executed for Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes /Luxury Hotels/ Resorts/Institutional Campus/Corporate House/Hospitals etc.

1.2.5 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on following technical score weightage:

| Sl. No. | Criteria | Weightage | |
|---------|--|--|--------------------------|
| | Sub-Criteria | Sub-Criteria | Criteria Total |
| 1 | Past experience of the Bidder | | 50 |
| 1.1 | Experience of Bidder (in number of years in business from the date of incorporation): | 20 | |
| | | i) 5 to 7 years | 10 |
| | | ii) 7 to 9 years | 15 |
| | | iii) More than 10 years | 20 |
| 1.2 | Undertaken one project having comprehensive facilities management services with minimum built up area of [Please insert the built up area of the premises under the proposed requirement]and having the contract value of 2 times the estimated cost of the project during the last Five financial years | 30 | |
| | | i) Minimum of 1 project of similar capacity and contract value | 20 |
| | | ii) For each additional project of similar capacity and contract value | 5 (Maximum = 10 Mark) |
| 2 | Financial strength of the bidder: Average Annual financial turnover during the last Five financial years, as on [Insert Date] [The financial strength should be twice the estimated cost of the service] | Bidders having (i) Prescribed financial turnover as per the RFP = 5 Marks (ii) For each additional turnover of Rs. 10 Lakh = 1 Mark | 10 |

| | | | |
|---|---|---|----|
| 3 | Proposed Manpower, Standard Operating Procedure, Quality Control Mechanism and Work plan to undertake the comprehensive facilities management at the location | Review of bidders technical proposal with reference to Quality of Service Delivery, Equipment availability, Automation and proposed technical manpower to be deployed for the purpose | 15 |
| 4 | Technical Presentation | | 20 |
| 5 | Quality Standards / Certifications for the Service | ISO 9001 : 2008 (relating to Facility Management services) & ISO 14001 : 2004 Certifications | 5 |

Bidders who score more than **70%** marks shall be considered for further evaluation.

1.2.6 Proposal Preparation Cost

1.2.6.1 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.

1.2.7 Project Inspection and Site Visit

1.2.7.1 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.

1.2.8 Only One Proposal

1.2.8.1 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

1.2.9 Taxes

1.2.9.1 The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).

1.2.9.2 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.

1.2.9.3 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.

1.2.9.4 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.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

1.3.1.1 The proposal/bid against the RFP would be completed through single stage two envelope system:

A. Request for Proposal (RFP) –

RFP comprises of following two parts as briefed below:

a. Part 1: Technical Proposal

- The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.
- Bidders are requested to refer Clause *1.3.6 & 1.7.1*

b. Part 2: Financial Proposal

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and evaluated.
- Bidders quoting Lowest Bid Value i.e. **L1** for first year of service among technically qualified bidders shall be selected as successful bidder.
- Bidders are requested to refer Clauses *1.3.7 & 1.7.2*

B. Proposal validity shall be as per duration specified in Clause 1.14

1.3.1.2 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by “**CLIENT**” as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Client. All Proposals shall be prepared and submitted in accordance with

such terms. There should not be any overwriting allowed in the Financial Bid.

1.3.1.3 Client reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidder. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.3.2 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 interlineations or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections, interlineations or overwriting must be initialled by the authorised 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:

- 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.
- While making the proposal, the bidder must ensure that they provides all the information as sought by Tender Inviting Authority, failing which the proposal shall be considered as non-responsive.
- Detail working of the lump sum price must be submitted along with the Financial Proposal.
- The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder

and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in 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.

1.3.3 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:

Contact Person: < To be filled up by the Client>

Contact Number: < To be filled up by the Client>

Email for communication: < To be filled up by the Client>

The email subject / communication shall clearly bear the following identification/ title:

"Queries / Request for Clarification: Name of the Assignment"

The Bidder shall mention the name of firm and contact details of their representative on the envelope/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.

1.3.4 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".

1.3.5 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 clause 1.2.4 (Eligibility Criteria)

1.3.6 Submission for 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 5.

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

| Forms | Format Details |
|--------------|--|
| FORM-T1 | Covering Letter |
| FORM-T2 | A: Bidder's Organisation |
| | B: Financial Capacity of the Bidder |
| FORM-T3 | Power of Attorney |
| FORM-T4 | Past Experience in Similar Sector |
| FORM-T5 | Undertaking |
| FORM-T6 | Scope of the Work |
| FORM-T7 | Commitment for proposed Equipment and Materials |
| FORM-T8 | Proposed manpower deployment plan and standard operating procedure |
| FORM-T9 | Quality control mechanism |
| FORM | Anti-Collusion Certificate |

1.3.7 Submission for Financial Proposal

i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 6).

| Forms 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 is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.

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 First 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.

1.4. Preparation and Submission of Bids

1.4.1 Preparation of Bids

a) Bidders should take into account all clarifications / corrigendums / addendums to the RFP document published before preparation and submission of their proposals.

b) 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 covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

1.4.2 Submission of Bids

The bids shall be submitted through **SPEED POST / REGISTERED POST / COURIER** under two cover system i.e., viz., Technical Proposal (Cover-I) and Financial Proposal (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

1) Cover – I Technical Proposal :

- Bid Processing Fee and EMD as applicable.
- The documents as specified in clause 1.3.6 of this RFP are to be self-attested and furnished by the Bidder (i.e. checklist and Form T1 to T10).

- Signed copy of the RFP.
- All required documents

2) Cover – II Financial Bid (Check list):

- The formats as specified in clause 1.3.7 of this RFP are to be self-attested and to be furnished by the Bidder.

1.5 Modifications/ Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. In the event of withdrawal of the proposal by bidder, the EMD will be forfeited by “CLIENT”.

1.6 Opening of Proposal

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.

Stage 1: Opening of Cover 1 (Technical Proposal)

The documents in Cover I submitted by respective bidders will be opened on the date and time stipulated in the “Bidder Data Sheet”, processed & scrutinized to determine Non- Responsive Proposals. Prior to evaluation of Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- is received by the proposal due date pursuant to point 12 of the Bidder Data Sheet
- is submitted pursuant to Clause 1.3
- is accompanied by the Power of Attorney as specified in Form T3, as applicable.
- accompanied by Bid Processing Fee and EMD as applicable
- contains all the information as requested in the RFP;
- all pages of the Proposal are signed by Authorized representative of Bidder.
- contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any financial information

- Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by Client in respect of such Proposals.

Client would subsequently examine and evaluate Proposals in accordance with the selection process specified at Clause 1.7.1 and the criteria & bid evaluation parameters as set out in Clause 1.2.4 and 1.2.5 of this RFP.

Stage 2 : Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Client would prepare a list of technically qualified Bidder/s in terms of Clause 1.7.2 for opening of their Financial Proposals. Client will not entertain any query or clarification from Bidder/s who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.7.2.

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorised representative of the bidders and evaluated for compliance with the qualification criteria as defined in clause 1.2.5 of the RFP. The technically qualified bidders as per clause 1.2.5 would only be considered for Financial Proposal evaluation.

1.7.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (as indicated in clause 1.7.1) will only be opened and evaluated. Bidders quoting lowest Financial Quote i.e **L1** for Year 1 (as per Form T2), among technically qualified bidders shall be identified as **“Selected Bidder”**.

1.8 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, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. 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.

1.9 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 “Bidder Data Sheet”. 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.

1.10 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’;

1.10.1 Mobilisation Period

The Agency will be granted a 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.

1.10.2 Contract Period

The Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of 03 years (i.e 36 Months). The FMS shall provide a consolidated list of equipment’s procured by the FMS and update the Client on annual basis for records.

1.10.3 Payment Terms and Enhancement

i. The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal monthly instalments 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 :

| | |
|----------------------------|--|
| 1st Year | No enhancement |
| 2nd Year | 3% enhancement on Annual Comprehensive Facility Management Cost paid in 1 st Year |
| 3rd Year | 3% enhancement on Annual Comprehensive Facility Management Cost paid in 2 nd 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).

1.11 Performance Security

1.11.1 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 10% 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 [Insert Details]. Failure of the successful Bidder to comply with the requirements of Sub- clause 1.11.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

1.11.2 The performance security submitted shall be valid for a period of 3 Years 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.**

1.11.3 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.

1.11.4 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.

1.11.5 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.

1.11.6 Release of Performance Security

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

1.12 Bid Security/EMD

1.12.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. [2% of the Estimated Cost of the Service] through Demand Draft in favour of [Please Insert Details]. EMD shall remain valid for a period of Ninety days from the date of opening of the bid.

1.12.2 Bidder should prepare the EMD as per the instructions specified in the RFP document.

1.12.3 The EMD in the form of Demand Draft shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for “[Name of the Tender]”.

1.12.4 EMD should be enclosed along with Technical Bid. Tenders without EMD are liable to be rejected.

1.12.5 EMD of successful bidder shall be retained by the Client till Performance Security Deposit is furnished by the bidder. **EMD of unsuccessful Bidder/s will be returned within 30 days from the date of award of contract.**

1.12.6 The EMD shall be forfeited by Client in the following events:

a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.

b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;

c) If the Proposal is varied or modified in a manner not acceptable to Client after opening of proposal during the validity period or any extension thereof.

d) If the bidder tries to influence the Client during the the evaluation process.

e) In the case of Selected Bidder, fails within the specified time limit -

- to accept the LoA; and / or
- to sign the Service Agreement; and / or
- to furnish the Performance Security; and
- in case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.13 Power of Attorney

1.13.1 The Bidder should submit a Power of Attorney in the format specified at **Form T3** of Section 5 authorizing the signatory of the Proposal to commit the Bidder.

1.14 Proposal Validity

1.14.1 The Bidder Data Sheet Sl. No 21 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.

1.14.2 Bidders are requested to refer “Bidder Data Sheet” for applicable duration of validity.

1.15 Conflict of Interest

1.15.1 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/Ministry’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.

1.15.2 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.

1.16 Corrupt or Fraudulent Practices

1.16.1 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

1.17 Prohibition against collusion amongst bidder(s)

1.17.1 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 4 of the RFP document.***

1.18 Confidentiality

1.18.1 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.

1.19 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 – 2 : Key clauses of Service Agreement

2.1 Sub-contracting

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

2.2 Other contractors

2.2.1 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.

2.2.2 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.

2.3 Materials, Machinery & Equipment

2.3.1 The FMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply 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.

2.3.2 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.

2.3.3 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. 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.

2.3.4 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.

2.3.5 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.

2.4 Labour

2.4.1 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.

2.4.2 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 authorised 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.

2.5 Compliance with Labour Regulations

2.5.1 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.

2.5.2 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.

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

2.6 Insurance

2.6.1 The FMS shall provide, in the joint names of the Employer and the FMS, insurance cover from the Start Date to the end of the Maintenance Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risk:

- a. loss of or damage to the Works, Plant and Materials;
- b. loss of or damage to Equipment:
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
- d. Personal injury or death.

2.6.2 Policies and certificates for insurance shall be delivered by the FMS to the Client for the Client's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

2.6.3 If the FMS does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

2.6.4 Alterations to the terms of insurance shall not be made without the approval of the Client.

2.6.5 Both parties shall comply with any conditions of the insurance policies.

2.7 Safety

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

2.7.2 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.

2.7.3 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.

2.8 Liquidated Damages

2.8.1 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.

2.8.2 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 of contract price per month of further default subject to maximum limit of 10%..

2.9 Cost of Repairs

2.9.1 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.

2.10 Manuals & Registers

2.10.1 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.

2.10.2 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.

2.11 Force majeure

Force Majeure Event : 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

(a) 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.

(b) Radio active contamination, ionizing radiation

- (c) Epidemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- (e) Strikes or boycotts or industrial action or any public agitation of any kind;
- (f) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Event

- (a) 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;
- (b) 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.

2.12 Termination

2.12.1 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, **60 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.

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

a) Breach of contract by FMS

- i. 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;

- ii. the FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. 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;
- iv. the FMS does not maintain a Performance Security which is required;
- v. 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;
- vi. If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the FMS is a partnership firm or any other such legal entity having more than one constituent, the FMS shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/extent of partnership or other interest of the original constituents of the FMS shall not be diluted or varied during the subsistence of Contract.
- viii. 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.
- ix. 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, un workman 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.
- x. If the FMS commits any acts of defaults with respect to conditions of contract.

b) Breach of contract by Client

- i. 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.
- ii. the Client is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. 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.

2.12.3 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.

2.12.4 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.

2.12.5 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.

2.13 Payment upon Termination

2.13.1 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.

2.13.2 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 to 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.

2.13.3 No Compensation for Alteration in or Restriction in Works

2.13.4 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.

2.14 Obligations of Facility Management Contractor

2.14.1 General

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.

a. FMS not to benefit from commissions, discounts, etc.

i. The payment of the FMS pursuant to clause 1.10.3, 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.

b. 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.

c. 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.

D. 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.

E. 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.

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

2.15 Obligation of the Client

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 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.

2.15.5 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

2.15.6 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.

2.15.7 Miscellaneous Cost

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

2.15.8 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.

2.15.9 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.

2.16 Extension/Renewal of Contract

2.16.1 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.

2.16.2 The extension or renewal of the contract shall be as per the terms as approved by the Client.

2.17 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< 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. “**Mobilisation 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 1.7.2 of RFP.

Section – 3: Schedule of Requirements.

3.1 About the facility

[Please provide a detail write up about the office premise along with its surrounding areas / location / Coverage / Built up area, Carpet Area etc. with site map of the building/ site location]

3.2 Facility Area

3.2.1 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 Annexure III 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.

3.3 Purpose

3.3.1 [Name of the Client & Address] invites sealed proposals from all eligible bidder / service provider for providing comprehensive facility management services within the <Insert Location>. The broad scope of services required as below;

- a. Operation and Maintenance of all Electrical and Mechanical equipments
- b. Housekeeping and Sanitation services, c. Security Services,
- d. Horticulture and Plantation, e. Front Desk Management,
- f. Hospitality services in guest rooms and dormitories,
- g. Waste Management,
- h. Parking Management, i. Pest control,
- j. Reporting and Complaint Management, and
- k. Coordination with other service providers

Please refer **Form T6** for detailed scope of work and **Annexure III** for Specification and Location of Assets.

Section – 4 : Specifications and Allied Technical Details.

Please refer **Annexure III** for details.

Section 5: Technical Proposal

- i. Bidders need to submit all required information with supporting documents as per Form T1 to T10 and as per instructions provided in this RFP.
- ii. If necessary, additional sheets can be added by the Bidder.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Client.
- v. Incomplete bids shall be summarily rejected.
- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- x. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

FORM-T1: COVERING LETTER

(On the Bidder's Letter Head)

[Location,
Date]

To

**Designated Officer
Complete Address of the Client**

**Sub: Selection of Agency for Providing Comprehensive Facility
Management Services at [Insert Location]**

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 service [Name of the Service]**

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. *BIDDER'S 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 Organisation including details of its main lines of business :

4. Details 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) |
|---------------------------|--|--|--------------------|
| Technical Criteria | | | |
| A. | Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm | Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm. | |
| B. | Bidder should have undertaken similar work for minimum one year on at least one eligible project with minimum built up area of <Insert Details> in last 5 years. | Attach true copy of supporting work order, completion certificate as applicable along with duly filled Data Sheet as per Form t4of Section 4 Certified from Statutory Auditor/ Chartered Accountant. | |
| C. | 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. | Attested copies of PAN, GSTIN, Labour Registration, EPFO Registration and ESIC Registration shall be acceptable. | |
| D. | Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal. | Undertaking as per Form T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility and non-blacklist | |

| Criteria | Description | Required Supporting Document | Submitted (Yes/No) |
|--------------------------------------|--|---|--------------------|
| Financial Capability Criteria | | | |
| E. | Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. <Insert Details> for last five financial years, as on _____ | Duly attested copy from the statutory auditor/chartered accountant has to be provided certifying Organizations turnover during last five financial years. | |
| F. | Bidder, should have a positive net worth during the previous Five financial years | | |

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 BIDDER | |
| FORM-T3 | POWER OF ATTORNEY | |
| FORM-T4 | PAST EXPERIENCE OF THE BIDDER | |
| FORM-T5 | UNDERTAKING | |
| FORM-T6 | SCOPE OF WORK | |
| FORM-T7 | COMMITMENT FOR PROPOSED EQUIPMENT/S AND MATERIALS | |
| FORM-T8 | PROPOSED MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE | |
| FORM T9 | QUALITY CONTROL MECHANISM | |
| FORM T10 | ANTI COLLUSION CERTIFICATE | |

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 5 years 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 5 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 authorised 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 (Sq ft) | | |
| (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: SCOPE OF WORK FOR THE FACILITY

A1 Broad Description of Facility Management

A1.1. This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility as per the satisfaction of client / end user.

A1.2. Operation & Maintenance for the equipment / artefacts etc. will be carried out as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals provided by the Contractor/Project Management Service Provider (PMSP).

A1.3. The scope of work broadly includes the operation, maintenance and management of general building operations as described in this contract for the Project Facility. The FMS will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Facility Management Contractor (FMS) will be directly reporting to the officer authorised by the Client. The FMS shall deploy the adequate manpower and equipments as per the requirement

A1.4. This document describes the work to be carried out under the Facility Management Services for and draws attention to certain associated items that are to be completed. 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.

A1.5. The Broad Scope of services required as below;

- a. Operation and Maintenance of all equipment's and E&M services,
- b. Housekeeping and Sanitation services of the entire premises,
- c. Security Services,
- d. Horticulture and Plantation,
- e. Front Desk Management,
- f. Hospitality services in guest rooms and dormitories,
- g. Waste Management,
- h. Parking Management,
- i. Pest control,
- j. Reporting and Complaint Management, and
- k. Coordination with other service providers

Please refer **Annexure III** for details of various spaces.

A2 Facility Management Services

A2.1. The scope of work for facility management services is broadly divided into following categories:

a. 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

b. Maintenance

i. Breakdown Maintenance is defined as

The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown 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.

c. Management

- i. Co-ordination with Contractors for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.

- iii. Supervise, administer and certify works of Main Contractors/PMSP/ Vendors / Suppliers / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- iv. 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.
- v. MIS Reporting for overall management of services.
- vi. Co-ordination for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

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 scope in Form T-8.

A3 Scope of Work

Unless it is explicitly restricted, the scope of work under the Contract for Facility Management Contractor for providing facility management services including operation and maintenance of facilities constructed by the Client as implementation agency is as below:

I. Maintenance Services.

The FMS shall be responsible for breakdown maintenance as defined above at A2b(i). The FMS for preventive maintenance shall coordinate, administer and certify works of Main Contractor, Interiors Contractor, Vendors, Suppliers and Manufacturers, AMC service providers for rendering the services as per the terms and conditions stipulated in this document.

i. The FMS shall be liable to perform / undertake following services:

- a. Preserving the project, its equipment's and assets as per the satisfaction of the client
- b. Day to day repairs/service of the facilities
- c. AMC of all equipment's e procured by the Client from time to time.

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.

- d. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- e. Prepare list of probable spare parts, Electrical and Mechanical items, plumbing, AC spares including Chillers, split units etc. and DG spares and will coordinate and supervise for availability of these spares for items under AMC.
- f. Annual Building Survey and prepare program for Repairs and submit action plan.
- g. In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, starters, ballasts for common area and service, service rooms, sub-station and external lights including the landscaping, amphitheatres/OAT,
- h. Operation of all equipment in the project facility, including their minor repairs and replenishment.
- i. Providing and replacing Connectors, contactors, lugs, Belts, Bearings, Grease, Cotton Waste, Silica Gel, CTC and other similar minor items, PVC/GI couplings, bends, fuse and other similar minor items,
- j. Repair & rewinding of AHU, Ventilation Fans, Pumps, Motors etc., (After Defect Liability Period/Warranty Period).
- k. Computer stationary, CD's floppies, audio cassettes as required for BMS/LV Systems, Front desk, Reception desk,
- l. Ensure availability of Specialized Tools / Tackles such as Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc., required for operation and maintenance.

II. Operation Services

The operation services under the scope of work are subdivided into two categories namely

- i.** Operation of Equipment and Fixtures.
- ii.** Housekeeping and Front Desk Management.

II (1) 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 complains 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 upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMSP / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.

iv. The FMS shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, 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.

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 be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner. The FMS shall ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.

ix. The FMS shall operate and maintain the complete Access Control system, CCTV System, PA system and any other system as installed in the said premises.

x. The FMS shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artefacts as specified in the O&M manual carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artefacts / equipment's due to non-maintenance of required ambient room parameters will be the responsibility of FMS and shall make good the damaged exhibit / artefacts / equipment's at his own cost.

II. (2). Housekeeping and Front Desk Management

II (2.1) 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, carpets, 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 amphitheatres, 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. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean

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

II (2.2) 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.

II (2.3) 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

II. (2.4) 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
- d. Sanitation
- e. Chemical control
- f. 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 base

II (2.5) Hospitality Services

The FMS shall operate guest rooms and dormitories as per the guidelines provided by Client. These Services shall include managing bookings, rent collection and its reporting, room service, housekeeping, washing/ changing of bed covers and linen, operation of air conditioners, cleaning of rooms including toilets, keeping toilets well equipped with supplies, keeping furniture and furnishings arrangements in order, guiding visitors to their destinations in the premises, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

The helpdesk/front desk operations shall include responding and resolving the problems which may related to guests which may or may not be logged.

II (2.6) Help Desk, Front Desk Services

The FMS shall operate front desk/help desk as per the guidelines provided by Client. These Services pertain to the assisting/guiding the visitors, Client's staff, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

The helpdesk/front desk operations shall include responding and resolving the problems which may related to visitors/premises which may or may not be logged (problems such as failure of UPS, fire alarm etc.).

Primarily, Front Desk is required, one each, at Crafts Bazaar/Entrance Plaza during business hours and 24/7 at Guest Rooms and Dormitories.

II (2.7) Horticulture

The FMS shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be procured by FMS including grass cutting machine and other tools required for maintenance of horticulture areas. FMS shall provide seasonal plants and seasonal flowers as deemed fit by the FMS to maintain the horticulture/landscape as per the satisfaction of client/ end user. FMS shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Manures etc.

III. 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. Maintain a record of all the Equipments/ 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.
- v. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports,
- vi. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- vii. Co-ordinate with Main Contractor/PMSP/ Interior Contractor for rectifying of defects under the DLP period.
- viii. Assist the Client in payment of all utility bills,
- ix. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges on behalf of the Client and deposit the same with the Client.
- 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. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. FMS shall co-ordinate for:
 - Repair technician for doors, blinds and floor springs etc.
 - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, Plumbing Works (auto flush system, other sanitary fixtures), IT Installations (Computers, monitors, CPU's), AV Installations and related items covered under the scope of Main Contractor / Interior Contractor.
 - Works like painting, polishing, tiling, ceiling works etc.
- xiii. 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.
- xiv. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.

- xv. 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.
- xvi. 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.
- xvii. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.
- xviii. It is the responsibility of the FMS to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xix. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xx. Brief the representative on maintenance and operational proceedings on day to day basis.
- xxi. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xxii. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.
- xxiii. Provide support and guidance to the Client in all matters as requested
- xxiv. 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.

The FMS shall report to a Nodal Officer appointed by Client for the management services as and when required.

III (1). Complaint management

FMS shall create complaint kiosk with designated senior official of FMS managing the same with adequate infrastructure for time bound complaint management. FMS shall develop an online software based application for facilitating complaint raising by end-users where an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Client. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The following are defined SLA times for responding and closure of complaints by FMS and based on standards these present guidelines and may be changed by Client from time to time.

| Description of Complaints | Service required | Report | Complaint Closure time |
|-----------------------------|---|-------------|------------------------|
| For Minor Defects | Replacement without any replacement by FMS | Immediately | 2 hrs |
| For Major Defects | | | |
| Item available locally | Rectification / Replacement by external agencies (Main Contractor / Interior Contractor / Vendors / Manufacturer / Supplier | Immediately | 1 week |
| Item available domestically | | 24hrs | 2 weeks |

To the extent possible, FMS shall make ensure that Vendor/ Manufacturer performs their obligations as per Contract. Even after FMS making all the efforts, Vendor / manufacturer fails to perform its obligations, the FMS shall notify the Client and ask for necessary action.

Table: Service Level Agreement (Operations)

A. Daily services:

(First shift should be completed before 8:30 Am every day)

| Sl. No | Service Level Requirement | Min Requirement | Non Compliance Limit | Penalty Rate (INR) |
|--------|--|-----------------|----------------------|--------------------|
| 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 | Once / Day | Compulsory | 1000 / Day |

| | | | | |
|---|---|-------------|------------|------------|
| | off the same outside the premises as per applicable guidelines/rules of the local Client. Should be completed before 8:30 Am every 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, Drive way 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. Hospitality Services for Guest House / Dormitories

| Sl. No | Service Level Requirement | Min Requirement | Non Compliance Limit | Penalty Rate (INR) |
|--------|--|------------------------------------|----------------------|---------------------|
| 1 | Room Service | As per the request and requirement | Per requirement | 1000/- per incident |
| 2 | Washing and Cleaning of bed cover | Once/day | Per requirement | 1000/- per incident |
| 3 | Housekeeping Rooms and cleaning of toilets | Once/day | Per requirement | 1000/- per incident |
| 4 | Help Desk & Front Desk Service | 24 hrs | Per requirement | 1000/- per incident |

C. 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 |
| UG TANKS & WATER SUPPLY (As per scope of work) | | | | |
| 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 | 2000/15 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 / Theft 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 of theft | Once/15 Days | Compulsory | As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher. |
| SW DRAIN AND SEWAGE SYSTEM | | | | |
| 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 |
| PEST CONTROL | | | | |
| 1 | Disinfestations treatment | 1 Time / Fortnightly | 1 Day | 10,000/ Day |
| 2 | Rodent Control | 1 Time / Monthly | 1 Day | 10,000 /on repeated 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 |
| D- OTHERS | | | | |
| 1 | Repair and maintenance of sanitary fixtures, lavatories | 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, Maxican 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 |
| PUMP ROOM | | | | |
| 1 | Regular maintenance of VFD 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 the market rate of damaged / Theft fixture or 15000/ Day whichever is higher. |
| DRINKING WATER FOUNTAIN | | | | |
| 1 | Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition. | 1 Time / Day | 1 Day | 40000 / Day |
| 2 | Painting inside outside as per approved paints on railings and outer concrete face. | 1 Time /6 Months | 1 Month | 10000 / 15 Days |
| HORTICULTURE WORK | | | | |
| 1 | De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels. | Daily | Compulsory | 2000 / Day |
| 2 | Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required. | Daily or Twice Daily | Compulsory | 50000 / Day |
| 3 | Manual watering | Whenever Required | Compulsory | 1000 / Day |

| | | | | |
|---|---|--|------------|------------|
| 4 | Replacement of damaged grass, trees and shrubs. | Whenever Required (to be done immediately) | Compulsory | 1000 / Day |
| 5 | Anti-termite treatment for damages leaves and branches. | Whenever Required (to be done immediately) | Compulsory | 1000 / Day |

| GARDEN UTILITY | | | | |
|-------------------------------------|--|------------------------------------|-----------------------------|---------------------------|
| Sl. No. | Service Level Requirement | Schedule / Timing | Non Compliance Limit | Penalty Rate (INR) |
| 1 | Dusting of each and every benches and dust bin. | 3 Times / Day | 1 Day | 1000 / Day |
| 2 | Wiping the chairs | 1 Time / Day | 1 Day | 500 / Day |
| 3 | Cleaning, Repairing work for benches & dust bin. | On alternate days | 1 week | 22000 / Day |
| IRRIGATION / AUTOMATION UNIT | | | | |
| 1 | Regular maintenance and cleaning of all valves. | 1 Time / week | 1 Day | 15000/Day |
| 2 | regular maintenance for all main line, sub lines water supplies. | 1 Time / week | 1 Day | 10000/Day |
| 3 | Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves. | On alternate Days | 1 Day | 25000/Day |
| 4 | Replacement of damaged pipes, valves, cables, decoders if found damaged or theft. | immediate | Compulsory | 30000/Day |
| 5 | Regular maintenance for VFD pumps and electrical supplies. | 1 Time / week | 1 Day | 10000/Day |
| WATER BODY POND | | | | |
| 1 | Cleaning of pond, cleaning of waste, algae and garbage from pond. | 2 Time/Months | 15 Days | 10000/Day |
| 2 | Removal of weeds | 1 Time/ year | 15 Days | 15000/Day |
| 3 | Levelling of bottom soil surface disturbed the flow of water. | 1 Time/6 Month | 15 Days | 17000/week |
| 4 | Dry pitching with random rubble masonry work if required or found settlement including gaps filling with Murom or sand. | Whenever Required | Compulsory | 20000/week |
| 5 | Supply of water to maintain required water level. | 1 time/week | Compulsory | 20000/week |
| PATHWAY | | | | |
| 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 levels of interlocking paver blocks 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, porch etc. collection removal & transportation up to desired point. | on Alternate Days | 2 Days | 20000/Week |
| 5 | Removal and making of damaged kerb stone including plaster to provide wheel holes for water drainage to lawn areas. | on Alternate Days | 2 Days | 10000/Week |
| 6 | Painting work of kerb stone of approved shades. | 1 Times/ 6Months | 1 Month | 10000/Week |
| BOUNDARY WALL | | | | |
| 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 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. |
| 3 | Cleaning of all lamps, street light poles, railing lamps, foot lights. | On Alternate Days | 4 Days | 300/Day |

III (2.) Reporting

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

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. Prepare a foot fall report for the visitors.
- j. Customer Feedback Analysis
- k. Report on Audits/ drills etc.
- l. Complaint Management reporting.
- m. MIS on procurement, statutory payments & on any other invoices processed by Client.
- n. Any other reports as needed from time to time.
- o. IT assets, stationaries and operating cost required to prepare report is in the scope of FMS
- p. FMS has the option to use /implement any software for managing the Facility.
- q. FMS shall submit the Performa and format and the same shall be approved by Authorized Officer.
- r. **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 compliances.
- s. Any other reports / compliance certificates as needed from time to time

IV. Parking Management

Parking and Vehicle Management is in FMS scope. The activities and responsibilities of FMS are:

- a. Support for parking management
- b. Manage operations at Entry and Exit terminals,
- c. Vehicle and traffic management in Project Facility,
- d. Manage way - finding / space monitoring & guiding for parking,
- e. Coordination with local Client where required,

V. 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,
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- e. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- f. Prevent entry of stray animals like cow, dogs etc.,
- g. Round the clock patrolling of the Project Facility,
- h. Frisking and checking of visitors during and after operational hours,
- i. Hand held metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags,
- j. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- k. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Client,
- l. 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,
- m. Visitor's management in common, during events & exhibitions, and during other special occasions,
- n. Having effective control on movement of materials in / out,
- o. Physical guarding of entry / exit points,
- p. Screening / directing of visitors,
- q. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- r. Assisting the occupants during the emergency evacuation of the building,
- s. Rescue operation of passengers stranded in the lifts,

- t. Complete disaster management in case of emergencies/ disasters,
- u. Providing of adequate security as per the requirement,
- v. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- w. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- x. FMS shall provide a log book register for making entries by the security personnel of their presence at duty site.
- y. 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.
- z. 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.

A5 MANPOWER

A5.1 The FMS shall have the following minimum manpower to efficiently and effectively manage at the project location:

| <u>A) OPERATION AND MAINTENANCE</u> | | |
|--|------------------------|------------|
| <u>Civil Maintenance</u> | | |
| SN | Description | Qty |
| 1 | Mason | |
| 2 | Carpenter/ Fitter | |
| 3 | Sewer-man | |
| 4 | Plumber | |
| 5 | Multi-purpose / Beldar | |
| <u>Electrical Maintenance</u> | | |
| 1 | Supervisor | |
| 2 | Electrician /Wireman | |
| 3 | Helper / Khallasi | |

| <u>Operation & Maintenance of Specialised E&M Equipments</u> | | |
|---|--|------------|
| | <i>In-charge</i> | |
| 1 | Station Manager (at-least Graduate, Computer literate and having 10 years experience in Maintenance & Operation of a Govt. Office Complex) common for all services | |
| | <i>Operation of Fire Fighting, Fire Alarm, Public Address Systems (24 x 7 Hour basis)</i> | |
| 2 | Fire Supervisor (Passed out from any National Fire Training Institute) | |
| 3 | Fire Alarm Technician | |
| 4 | Fire Pump Operator | |
| | <i>Operation of Electric Substation (3x1600 KVA) and DG Sets (2*1500 KVA + 1*500 KVA) for 24 X 7 hour basis</i> | |
| 5 | Operator | |
| | <i>Operation of BMS system and CCTV on 24 x 7 hour basis</i> | |
| 6 | Operator | |
| | <i>Operation of Lifts (8+2 = 10 NOS. Lifts)</i> | |
| 7 | Lift Operator | |
| 8 | Graduate Lift Operator (specially for VIPs) | |
| | <i>Operation of Escalator (2 NOS.)</i> | |
| 9 | Operator | |
| | <i>Operation of 2 X 400 TR HVAC plant</i> | |
| 10 | AC Plant Operator | |
| | Helper | |
| | <i>Operation of Sewage Treatment Plant (STP)</i> | |
| 11 | STP Operator | |
| | <i>Operation of Bore-well / WTP and water pumps / RO Plant</i> | |
| 12 | Pump Operator | |
| <u>B) HOUSEKEEPING SERVICE</u> | | Qty |
| 1 | Supervisor (General & Housekeeping work) | |
| 2 | Housekeepers | |
| <u>C) HORTICULTURE WORKS</u> | | |
| 1 | Supervisor | |
| 2 | Gardner | |
| 3 | Helper | |
| <u>D) SECURITY SERVICES</u> | | |
| | <i>Providing Security Services (24 x 7 Hour basis)</i> | |
| 1 | Security Officer (Retired from CISF of at-least SI Rank or equal) | |
| 2 | Security Supervisor (Skilled) | |
| 3 | Gunman (Skilled) | |
| 4 | Security Guard (Semiskilled) | |

A5.2 Above is the minimum manpower requirement by the Client:

i. FMS shall provide the above minimum manpower to efficiently and effectively manage the facility However, FMS shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the FMS services at it's own cost.

- ii. Manpower related to following services are also required to be deployed for 24X7 shift.
 - a. Technical Services requiring following technician: Electrician, Plumber, Control room supervisor, BMS supervisor, Fire mechanic, Security personnel and any other personnel required for smooth functioning of the project.
 - b. Housekeeping and front desk management manpower
- iii. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.
- iv. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- v. The tentative duration of working hours/operational hours of memorial will be 8 hours, subject to finalization of timings by the client to be conveyed at the time of signing of agreement.
- vi. 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.
- vii. State minimum wages will be applicable for manpower deployment.
- viii. ***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.***

A6 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

| Description | Expected for upkeep | Minimum Obligation | Deduction recovery to be affected in the monthly bill |
|-----------------------------|--|--------------------|---|
| 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 |

| Description | Expected for upkeep | Minimum Obligation | Deduction recovery to be affected in the monthly bill |
|---|---------------------|--|---|
| HVAC systems for entire complex | 100% | 99.5% | 2% of the monthly bill |
| Elevators | 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 2 months' notice.

FORM-T7 : COMMITMENT FOR PROPOSED EQUIPMENTS AND MATERIALS

1. List of Proposed Equipments:

| 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-T8 : 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-T9: 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-T10: 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 sub-contractors, 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.....2018

Name of the Bidder

Signature of the designated person.....

Name of the designated person.....

Date of receipt of RFP

**Annexure I : Indicative list of Key Plant & Equipment to be deployed
by the FMS**

1. Engineering Tools

| Sr. No. | Name of Tools | Sr. No. | Name of Tools |
|---------|---|---------|--|
| 1 | Megger (0-500volts) | 2 | Gloves (Electrical) (HT/ LT.) |
| 3 | Multi-Meter (digital) – Texas Instruments/Fluke | 4 | Grease gun (heavy Duty) |
| 5 | Tong tester/Clamp Meter (Digital) | 6 | Chisel Small & Big (heavy duty) |
| 7 | Thermometer Digital | 8 | Safety Goggles |
| 9 | Air Blower (Hot) | 10 | Nose Pliers 9" |
| 11 | Punching Tools (set 3mm to 24 mm) | 12 | Tool Box metallic |
| 13 | Crimping Tools | 14 | Parrot Wrench 10" |
| 15 | Crimping Tool for Electrical | 16 | Safety helmet |
| 17 | Electric Drill M/C | 18 | Safety belt (with complete specifications) |
| 19 | Torch with cells | 20 | Cartridge fuses puller (HT / LT.) |
| 21 | Pliers | 22 | Measuring tape - 5 mtrs |
| 23 | Screw Driver Set | 24 | Pipe wrench 18" |
| 25 | Screw Driver Set | 26 | Bearing Puller |
| 27 | Screw Driver 8"/12" | 28 | Digital Anemometer |
| 29 | Pipe Wrench 12"/10"/8" (set 1 of each) | 30 | Water Testing Kit |
| 31 | Line Tester | 32 | Digital LUX Meter |
| 33 | D-Spanner Set | 34 | Db meter for noise level monitoring |
| 35 | Ring Spanner Set | 36 | IR GUN |
| 37 | Screw wrench | 38 | Torque spanner |
| 39 | Box Spanner Set | 40 | Ear Muffler |
| 41 | Bench Wise 6" | 42 | SAW |
| 43 | Hacksaw Frame | 44 | All Electrical /Carpentry / Plumbing works related Tools |
| 45 | Tool Bag | 46 | Hammer 1/2 lbs., 1 lbs, 11/2 lbs |

2. House Keeping Tools / Equipment

| Sr. No. | Name of Tools |
|---------|---|
| 1 | Commercial vacuum cleaner |
| 2 | High pressure jet cleaning machine |
| 3 | Puzzy machine to clean chairs and sofas |
| 4 | Floor scrubber / polishing machine |
| 5 | Wringer Mop Trolley |
| 6 | Motorized Grass cutter |
| 7 | Road sweeping machine |
| 8 | Telescoping ladder |
| 9 | Fork Lift |
| 10 | Equipment for cleaning facades of high rise buildings |

Note: The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work in FORM T8.

Annexure II: List of Consumables to be used

1. List of Consumables

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the FMS in his proposal. The FMS shall use consumables of the reputed brands as per the requirement and direction of the Client. The tentative list of consumables are as follows:

- i. Phenyl (to be used for housekeeping/cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite
- vi. Brasso
- vii. (Bathroom Cleaner)
- viii. (Glass Cleaner/Colin)
- ix. (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Baygon/ Mortein Spray
- xv. Binliners
- xvi. Odonil
- xvii. Urinal Cubes
- xviii. Hand Wash Liquid
- xix. Toilet Roll Paper
- xx. Tissue Box – premier for cabin use
- xxi. Hand Towel-Tissue Paper-C- Fold
- xxii. Dettol Antiseptic

Authorized Signature
[In full and initials]

Name and Designation of Signatory:

Name of the Bidder:

Address:

Annexure III: Details of Availability of the Assets at the Location

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

| Sl. No. | Name of the Asset (Machinery / Equipment) | Specification | Available Quantity | Remarks if any |
|---------|---|---------------|--------------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Authorized Signature
[In full and initials]

Name and Designation of Signatory:

Name of the Bidder:

Address:

Section 6 : Financial Proposal

Form F1: Financial Proposal Submission Form

(On the letterhead of the Bidder)

[Location,
Date]

[To be Inserted]

Name of the Designated Officer
Complete Address of the Tender Inviting Client

Sub: Selection of Agency for Providing Comprehensive Facility Management Service at [Insert Location]

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for **providing Comprehensive Facility Management Services at [Insert Location]**, 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 the captioned assignment as set out in the RFP; we are pleased to quote the following lump sum fees (exclusive of applicable taxes) for the proposed service for the 1st year as:

| | |
|-------------------|--|
| In Figures | |
| In Words | |

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,

Authorized Signature
[In full and initials]

Name and Designation of Signatory :
Name of Bidder :
Complete Address :

Form F2: Financial Bid

| Sl. No. | Item | Description | Unit | Financial Bid (INR) for first year of the contract |
|----------------------|--|--|----------|--|
| 1 | Comprehensive Facility Management Services at [Insert Name of the Office / Location] | Services 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 1st year (as provided by the bidder in S.No: 1 in the above table) payable to Facility Management Service Provider (FMS). Conditional price bid will be outrightly rejected.*
2. *Escalation on Annual Comprehensive Facility Management Cost would be applicable as per clause 1.10.3 of RFP.*
3. *FMS would not be paid any other costs apart from above service.*
4. *This RFP is for providing comprehensive facility management services as per the Service Level Requirements. The manpower indicated by the Client in this RFP is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except 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 shortlisted as per criteria mentioned in Clause 1.7.1. Bidder shall read the conditions very carefully. The financial bids would be ranked/ compared as per the quoted amount exclusive of GST.*

Authorized Signature
[In full and initials]

Name and Designation of Signatory:

Name of the Bidder:

Address:

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 year) (in INR) | Total cost (in INR) (for 1 years) |
| 1. | Remuneration of Manpower | | | | |
| a. | Supervisory Staff | | | | |
| b. | Staff for Façade and Floor Cleaning | | | | |
| c. | Garbage Collection & Disposal Staff | | | | |
| d.. | Garden & Lawn Maintenance Staff | | | | |
| e. | House Keeping Staff | | | | |
| f. | Toilet Cleaning Staff | | | | |
| g. | Security Staff | | | | |
| h. | Electrical/ Mechanical operation & maintenance support Staff for lifts, generators, air conditioning, pump sets, firefighting systems etc. | | | | |
| i. | Any other staff (please specify) | | | | |
| 2. | Charges towards hiring of Equipments and Consumables | Lump sum | | | |
| 3. | Other Expenses (Pl. Specify) | | | | |
| Total Cost (Rs.) | | | | | |
| In Words | | | | | |

Authorized Signature

[In full and initials]

Name and Designation of Signatory:

Name of the Bidder:

Address:

Section -7 Draft Contract

CONTRACT

[NAME OF THE SERVICE]

BETWEEN

[CLIENT]

AND

**[COMPREHENSIVE FACILITY MANAGEMENT COMPREHENSIVE FACILITIES
MANAGEMENT SERVICE PROVIDER]**

Dt.

[On Stamp Paper]

FORM OF AGREEMENT

This **CONTRACT** is made on the _____ between,
_____ (hereinafter called as the “**Client**”) which
expression shall where the context so requires or admits shall also include
its successors or assigns of the **one part**

AND

_____, registered under _____
with its principal place of business at _____
(hereinafter called the “**Comprehensive Facilities Management Service
Provider**”) of the 2nd Part represented by _____, which
expression where the context so requires or admits shall also
include its successors or assigns of the **other part**

WHEREAS

_____ (the Principal) issued RFP vide Letter
No. _____ Dated _____ to the Comprehensive
Facilities Management Service Provider for execution of [Name of the
Service] and the Comprehensive Facilities Management Service Provider
offered its willingness to execute the work as per terms and
condition of agreement vide it's Letter No. _____ Dated

AND

WHEREAS above stated offer and willingness conveyed under Letter dated _____ by the Comprehensive Facilities Management Service Provider has been duly accepted by the Client vide its Letter No. _____ dated _____ for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work :

The Comprehensive Facilities Management Service Provider shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Annexure-A.**

2. Agreement Period :

This Agreement shall remain valid for a period of 3 years effective from the _____ to _____ (both days inclusive).

3. Contract Value :

a) The total contract value is _____ [in words] only per Year for the period of contract except GST (as applicable) etc. pertaining to the [Name of the Service] as per the approved scope of work at Annexure-A. The list of Equipment to be used to render the service is at Annexure-B. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi-skilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.

b) No other terms and conditions put forth by Comprehensive Facilities Management Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 2.14.1 along with A 5.1 stipulations of the RFP and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

4. Terms of Payment :

a) [Name of the Department/Heads of Department/Other Office] will make payment on the basis of monthly bills furnished'

by the Comprehensive Facilities Management Service Provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 10 days from the date of submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the RFP and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

b) Security Deposit:

The Comprehensive Facilities Management Service Provider shall have to deposit an amount of @10%of the Annual contract value in shape of Performance Bank Guarantee in favour of [_____]. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

5. Schedule for the Service :

The schedule for the service will be provided by the Comprehensive Facilities Management Service Provider as per the agreed terms and conditions between the parties. The Comprehensive Facilities Management Service Provider shall deploy number of personnel for carrying out the services as described in **Annexure-C**.

6. Authorized Representative :

- a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- b) The Comprehensive Facilities Management Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

7. Risk & Responsibility:

- a) The Comprehensive Facilities Management Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at [Insert Name of the Location] against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client

will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the Comprehensive Facilities Management Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Comprehensive Facilities Management Service Provider shall reimburse such damages or compensation on demand.

- b)** The Comprehensive Facilities Management Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.
- c)** The Comprehensive Facilities Management Service Provider shall provide qualified uniformed staff to perform the services. The employees of Comprehensive Facilities Management Service Provider entering the premises of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.
- d)** The Comprehensive Facilities Management Service Provider shall conduct periodic general medical check up of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- e)** The Comprehensive Facilities Management Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- f)** The Comprehensive Facilities Management Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.

- g)** “Right man to for Right Job” shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Comprehensive Facilities Management Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- h)** The Service Provider should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorised officer from time to time.

8. Statutory Compliances :

- a)** The Comprehensive Facilities Management Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Comprehensive Facilities Management Service Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- b)** The Comprehensive Facilities Management Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.
- c)** The Comprehensive Facilities Management Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the client only upon the Comprehensive Facilities Management Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- d)** The Comprehensive Facilities Management Service Provider shall provide First Aid facilities at the work place according to

applicable laws.

- e) In the event of the Comprehensive Facilities Management Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Comprehensive Facilities Management Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Comprehensive Facilities Management Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

9. Liability and Indemnity :

The Comprehensive Facilities Management Service Provider shall be responsible and liable for and shall indemnify the client and keep [Insert Name of the Location], safe and harmless at all time against :

- a) any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the client directly or indirectly by reasons of.
 - I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Comprehensive Facilities Management Service Provider or its facility staff.
 - II. any theft robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff

10. Limitation of Liability :

In any case the liability of the service provider shall not exceed _____ per occurrence.

11. Sub-Contracting :

The Comprehensive Facilities Management Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent Client in case of emergency requirements.

12. Loss/ Theft / Damage:

The Comprehensive Facilities Management Service Provider shall responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belongs to the client because of any act of negligence, commission or omission of its employees while discharging their duties.

13. Exclusion of Consequential Loss :

The Comprehensive Facilities Management Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

14. Breach of Agreement, Penalty & Termination of Agreement :

a) Breach of Agreement :

In case of breach of Agreement or default by the Comprehensive Facilities Management Service Provider, the client shall have a right of lien and first charge over all the properties of the Comprehensive Facilities Management Service Provider lying in the premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money with liberty to the client to terminate the agreement.

b) Penalty :

- i. The in case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Comprehensive Facilities Management Service Provider.
- ii. A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Comprehensive Facilities Management Service Provider.
- iii. Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Comprehensive Facilities Management Service Provider, the client shall give a written notice of the default and or omission or commission and the Comprehensive Facilities Management Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.
- iv. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Comprehensive Facilities Management Service Provider for non-performance/unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c) Termination of Agreement :

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the client shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly the Comprehensive Facilities Management Service Provider shall have right to terminate the contract in case the client fails to pay the admissible dues stipulated under clause-4 hereof on more than 3 occasions in a calendar year.

15. Force Majeure :

Neither party shall be responsible for any damage caused by natural calamities' like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the client and such decision cannot be questioned in any court of law.

16. Post Termination Responsibility of the Comprehensive Facilities Management Service Provider :

Upon termination of this agreement, the Comprehensive Facilities Management Service Provider shall immediately deliver all the documents and any/all data, plant, machineries & equipments held by it and which are in possession/ custody/control of its facility staff to the client. The Comprehensive Facilities Management Service Provider shall also forthwith remove all its facility staff together with its machines./equipment whatsoever from the premises of the client under intimation of the designated Client.

17. Jurisdiction :

The court situated in the State of Odisha shall have jurisdiction to decide any disputes or litigations between the parties hereto.

18. The following documents attached hereto shall be deemed to be form an integral part of this Contract :

- Annexure- A** : Scope of Work
- Annexure- B** : List of Equipment and Consumables to be utilised for the purpose
- Annexure- C** : List of Manpower to be deployed at the project location
- Annexure- D** : Payment Term

Signature of Authorised Representative

(Client)

(Comprehensive Facilities Management Service Provider)

Witnesses:

On behalf of Client

- 1.
- 2.

On behalf of Comprehensive Facilities Management Service Provider

- 1.
- 2.

MODEL BIDDING DOCUMENT

“TENDER FOR OUTSOURCING OF SERVICES”

**FINANCE DEPARTMENT
GOVERNMENT OF ODISHA**

TENDER NOTICE

Bid Reference No. _____

Dated _____

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service provider for providing security services/maintenance of lawns and gardens/catering services for hostels and guest houses/housekeeping services/Data Entry and Office Support Services for Department/Office _____ at _____ (Insert Name of the Office). The details of the bidding process are as follows:

| Sl. No | Bidding Schedule | Deadline |
|---------------|---------------------------|-----------------|
| 1 | Date of Issue | T |
| 2 | Bid Due Date and Time | T + 15 |
| 3 | Opening of Technical Bid | T + 16 |
| 4 | Opening and Financial Bid | T + 23 |

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing “**Technical Bid**” and sealed Cover-II containing “**Financial Bid**” should be placed in a third sealed cover super-scribed “Bid for Outsourcing of _____ services” must reach the undersigned on or before _____ by ***Speed Post/Registered Post/ Courier*** only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the website _____ (*Insert Website Details*).

Complete address for submission of bid

Name and Designation of the Authority

INDEX

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SECTION-I

Instruction to Bidders

A. General Information:

1. _____ (Name of the Office) requires the service of reputed, well established, financially sound and registered Service Providers to provide (name of the service) by deploying adequately trained and disciplined man power at _____ (name of the place) as per the requirement.

2. The period of contract for providing the aforesaid service will be ideally (<1 year /1 Year/1-2 year) from the date of effectiveness of the contract. The contract may be extended for a period , not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.

3. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Eligibility criteria :

| Sl. No. | Eligibility Criteria | Supporting documents to be furnished along with the Technical Bid |
|---------|--|---|
| 1 | The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none">• Registered under the Companies Act 2013• Registered under the Indian Partnership Act 1932• Registered under the Indian Trusts Act 1882• Registered under the Societies Registration Act 1860.• Registered under the Limited Liability Partnership Act 2008. | Certificate of Incorporation/Registration |
| 2 | The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central/State Government/Autonomous bodies / agencies / societies / corporate bodies. | Copies of the work order from the previous authorities. |

| Sl. No. | Eligibility Criteria | Supporting documents to be furnished along with the Technical Bid |
|---------|--|--|
| 3 | The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha. | Valid address proof of the office (Copy of the Telephone / Electricity Bill) |
| 4 | Must have average annual financial turnover of Rs._____ during the last five financial years as on Dt. _____. <i>[The average annual financial turnover should be twice the estimated cost of the service]</i> | Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period. |
| 5 | Must have its own bank account in any scheduled bank situated in Odisha. | Copies of the pass book and transaction statement for the last 6 month. |
| 6 | The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this RFP | An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form - T2] |
| 7 | Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider | An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form - T3] |
| 8 | Other Statutory Documents: | Copies of : <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment year • Valid License under PSARA(Private Security Agencies Regulation Act.2005)(In case of Security Services) |

B. Submission of Bid :

The proposal complete in all respect as specified must be accompanied with a Non- refundable amount [*Insert Amount in INR*] towards **Bid Processing Fee** [To be determined by the Tender Inviting Authority] and **EMD** of [*2% of the estimated cost of the service*] in form of **Demand Draft** in favour of “[*Insert Details*]”, drawn in any scheduled commercial bank and payable at _____ failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier so as to reach the authority by _____ (*Insert Date and time*)

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing “**Technical Bid**” (name of the service) and “**Financial Bid**” (name of the service). Both sealed envelopes must be kept in a third sealed envelope super-scribing “Bid Document- (name of the service)

Selected bidder will have to deposit a Performance Security (**10% of the annual contract value**) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of (*Insert Details*) as per the prescribed format provided in the tender document at **Section - IX** for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid :

- a)** Covering letter along with power of attorney on the bidder’s letter head
- b)** Demand Draft in support of Bid processing fee as applicable
- c)** Demand Draft in support of EMD as applicable.

- d) Copy of Certificate of Incorporation of the firm / agency
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last three assessment years
- h) Copies of EPF&ESI Registration Number
- i) Copy of valid license under PSARA Act, 2005(in case of Security Service)
- j) Copy Bank Account details
- k) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- l) Copies of work orders from the previous organizations for providing services during last 3years.
- m) Undertaking regarding non-blacklisting (On stamp paper)
- n) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical Bid will be opened on *[Insert Date and Time]* in presence of the authorised representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on *[Insert Date and Time]* in presence of the authorized representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of

contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

A. SECURITY SERVICES

1. [Insert name of the office] invites sealed bids from the eligible bidders for providing the security service at [Insert location of the service].
2. The man power for the security services shall be round the clock. However, the deployment of the security personnel may be varied with respect to the scope of the service, which can be increased / decreased as per the convenience of the Authority.
3. The Service Provider shall ensure that the security personnel deputed are as per the scope of the work, physically and mentally healthy and not more than 35 years of age or less than 21 years of age.
4. The full particulars of the personnel to be deployed by the service provider including their names and addresses shall be furnished along with testimonials before they are actually deployed for the job.
5. Visitors shall be regulated as per the direction of the Authority and procedure and records thereof shall be maintained as stipulated therein.
6. A senior level representative of the Service provider shall visit the Office premises at least once a week and review the service performance of its personnel. During the weekly visit, Service provider's representative will also meet the representative of the Authority dealing with service under the contract for mutual feedback regarding the work performed and removal of deficiencies, if any, observed in their working.
7. The incidental expenses towards shoes, shocks, caps, torch stick, umbrella and raincoat etc. shall be borne / supplied by the service provider at its own cost.
8. The day to day functioning of the services shall be carried out in consultation with and under direction of the Authority. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the Service provider with the approval of the Authority.
9. Any loss caused to the Authority due to the lapse on the part of the security personnel discharging responsibilities, will be borne by the Service provider and in this connection, the Authority shall have the right to deduct appropriate amount from the bill of the Service provider to make good such loss besides imposition of penalty. In case of frequent lapses on part of the security personnel deployed by the Service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
10. The Service provider shall ensure that any replacement of the personnel as required by the Authority for any reason specified or otherwise, shall be effected promptly without any additional cost to the Authority. If the Service provider

wishes to replace any of the personnel, the same shall be done with prior intimation to the Authority at the Service provider's cost.

B. MAINTENANCE OF LAWN AND GARDEN

1. [Insert name of the Office] invites sealed bids from the eligible bidders for providing [Insert Service] at [Insert location of the service].
2. The broad scope of the work includes:
 - a. Maintenance and cleaning of lawns which includes applying manure and pesticides and using appropriate machines and tools etc.
 - b. Routine growing and nurturing of new plants (indoors and outdoors)
 - c. Growing and nurturing of seasonal flowers, plants, putting seeds and looking after the same.
3. Bidders having own nursery and at least five years of past experience in the similar service delivery field will be preferred.
4. The service provider will provide sufficient number of skilled man power.
5. The Service Provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. being used by its workers while carrying out works.
6. Copies of the routine maintenance work have to be submitted along with the invoice for the concerned period. There would be no increase in rates payable to service provider during the contract period.
7. The authority shall reserve the right to deduct the prorata charges for absence of any man power of the service provider.
8. Priority will be given to the service provider having the appropriate manpower and undergone such type of skill based training from any recognised vocational Institute.
9. The service provider has to perform the following activities :
 - a) Daily watering
 - b) Weed removing
 - c) Trimming and pruning
 - d) Soil mulching
 - e) Lawn mowing
 - f) Hedges and Shrubs cutting etc.
 - g) Cleaning Garden areas
 - h) Applying fertiliser or compost manure/vermi culture manure alternate month or as and when required.
 - i) Applying pesticides and fungicide alternate month or as and when required.
 - j) Maintenance of vermi compost pits
 - k) Disposal of dry/fallen leaves.
 - l) Seed collection and sowing.
 - m) Rising of Nursery.
 - n) Preparation and maintenance of Planting Materials.

- o) Operation of Tools, Machinery as required for the Garden.
- p) General maintenance of existing plants, Tools implements etc.

REPLACEMENT GUARANTEE

Any plant or shrubs or ground cover which die due to any reason, will be replaced with the items with same species immediately (size of the plant may vary as per availability), failing which the cost of the same will be recovered from the payment of the agency.

LAWNS

Forking the ground, cutting the grass, top dressing, flooding with water, de-weeding, light rolling, moving with lawn movers, manuring compost, chemical fertilisers including renovating barren patches, applying fertile chemicals, pesticides, etc.

GREEN, SEASONAL FLOWER BEDS AND NURSERY

Forking the ground, rotation of soil, removing and disposal of weeds, wild growth, top dressing, watering, cutting, pruning old leaves and unwanted growth, seed sowing of appropriate quality and species, growing seedling, transplantation of seedling to various beds, nurturing and growing flowers and leaves, grafting, manuring, compost, chemical fertilisers, applying anti termite chemicals, insecticides, supporting the growing plants with soil bamboo supports, providing temporary sheds over the growing seedlings, all as per samples, dosage and quality .

SHRUBS, TREES, GROUND, COVER, SHADE LOVING, FOLIAGES AND CREEPERS

Hoeing the ground, removing and disposal of weed/wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti termite chemicals and insecticides, fumigating as and when required, replacing worn-out creeper support, renovating barren strips of hedges, shrubbery, etc.

MATERIAL AT SITE

The service provider must ensure that all garden machineries, tools, hose pipe, sprinklers, manures, etc. are available at the site for operation as and when required and safely stored.

GENERAL MAINTENANCE

Clipping and trimming of hedges and edges, trimming of shrub plants, trees, creepers, bougainvillea's, etc. at regular intervals, stacking and disposing & removing the trimmed branches, and other related waste of the plants immediately from the site by making own arrangements at its own cost.

PRUNNING

Clipping and trimming of hedges and edges, trimming of shrub plants, trees, creepers and bougainvillea's etc. at regular intervals, stacking of plants as and when required/and as instructed by Officer-in-charge.

PLANT PROTECTION

Periodic check to be carried out for pests and diseases, in the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradication of the same. The Service Provider will supply pesticides, insecticides and fungicides as directed by the Officer-in-charge. Water charges, electrification and any other charges if any, chargeable will have to be borne by the Service Provider.

LAWN MOWING

Lawn mowing at regular interval of 7-10 days as per the direction of the authority.

FERTILISER

Manure and fertiliser specified shall be supplied by the contractor as required and under the direction of the authority at its own cost.

POTTED PLANTS

The existing potted plant beds to be maintained with minor alteration, if required by planting summer and winter seasonal plants. Seed/seedlings should be provided by the service provider. Preparation of seasonal flower beds plants, seeds etc. as directed by the authority.

RAISING AND MAINTENANCE OF PLANTING MATERIALS

Collect seeds, Raise seedlings, prepare Cuttings, Budding, Grafting etc as required from time to time.

OPERATION OF TOOLS AND IMPLEMENTS

The normal tools and implements like Sprayers, Weeders, Mow, etc. may be operated at the time of requirements.

C. CATERING SERVICES FOR HOSTELS AND GUEST HOUSE

1. *[Insert name of the Office]* invites sealed bids from the eligible bidders for providing *[Insert Name of the Service]* at *[Insert location of the service]*.
2. The service provider should provide manpower for cooking service and cleaning work.

3. The service provider must employ skilled manpower for cooking all kinds of vegetarian, non-vegetarian items as and when required as per the requirement of the Authority.
4. The service provider is required to make his own arrangements for cooking material, crockery, cutlery materials or any other material required for preparatory/cooking/serving/storage of food items.
5. Repair/maintenance charges incurred for various items and equipment, if any, provided by the Authority such as Refrigerators/Mixer grinder/Microwave Oven etc. need to be borne by the Service Provider. After expiry of the agreement, utensils and other items provided for the purpose are to be returned by the Service Provider to the Authority in good condition.
6. The service provider is required to provide packaged mineral water or any other packaged food material procured outside (including soft drinks) or any other items, at the rate not exceeding the MRP of such items, during programmes/events as per the requirement of the Authority.
7. A separate cooking arrangement and use of separate utensils etc. shall be ensured for Vegetarian and Non-Vegetarian dishes. Non-Vegetarian and Vegetarian items should be stored separately.
8. A high standard of catering should be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. All the materials used in preparation for food items should be of standard brands. All food items should be ISI certified and branded. The Authority will carry out periodical inspections of the catering services.
9. The service provider will have to supply the cleaning materials and cooking materials, get the gas refilled at his own cost, maintain the stock and also pay towards the electricity charges, utilised in the kitchen and dining area or any other area exclusively used for the purpose.
10. The service provider would have to provide additional manpower and materials for special events as and when required. He has to provide substitutes, if their regular staff will be on leave.
11. The service provider shall provide special lunch/dinner in buffet style whenever required as per the dates indicated in the canteen or in the lawn or any other place as indicated by the authority. The menu for the same shall be prepared in consultation with the Authority. Apart from the items indicated in the menu, the caterer has to supply on demand additional items for special lunch/dinner or snacks at the rates mutually agreed to (wherever no rate is quoted).
12. The service provider should arrange for cleaning of the Dining Hall, the kitchen area, toilets, and washing area and any other area under his control regularly and also immediately after any service is rendered. He should also provide clean napkins along with liquid wash provision near wash basin area.
13. The service provider should ensure that the entire catering premises are kept hygienic and clean. Preventive pest control measures will have to be done by him at

periodical intervals. Cleanliness, maintenance, garbage disposal of the service areas/cooking areas shall be the responsibility of the Service Provider.

14. The head gear for cooking and service staff in the catering area are also to be provided by the caterer. Strict personal hygiene viz: nail cutting, hair cutting and hand cleaning shall be ensured for the persons to be deployed for catering services.
15. The service provider shall be solely responsible for any consequences, if it is found that there is laxity on the part of the service provider on maintenance of proper hygiene in operations at the kitchen/dining halls in various points/surroundings, leaving or storing the crockery. /cutleries in places other than the proper locations, stains found due to improper cleaning of plates, utensils, water jugs, water glasses, service platforms, etc. Penalty may be levied for each of such violations. The decision of the Authority is final and binding on the Service Provider.
16. Cleaning of plates and utensils should be done with hot water, soap water and all items should be cleaned and dried.
17. Medical Certificate from registered medical practitioners as regards fitness of the person to be deployed for catering that he is free from contagious diseases is to be furnished.
18. Penalty as decided by the Authority will be imposed on the service provider, if there is any dereliction/irregularity or delay in service, if the food supplied by the service provider is sub-standard /poor in quality or insufficient quantity. Penalty will be recovered directly from the bill of the caterer and the decision of the Authority shall be final.
19. Any staff of the service provider, not acceptable to the Authority must be replaced.
20. Parallel cooking for commercial purpose is prohibited.

D. HOUSE KEEPING SERVICES

1. [Insert name of the Office] invites sealed bids from the eligible bidders for providing [Insert Service] at [Insert location of the service].
2. The broad scope of the work includes:
 - To ensure keeping up of interior furnishing of rooms and ancillary rooms.
 - To ensure cleaning of rooms and toilets of the premises.
 - To ensure cleaning of towels and napkins once in every week.
3. Proper registers/records for the jobs carried out daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Service Provider and will be counter-signed by the Officer-in-Charge at regular intervals and finally at the end of each month.
4. The required consumables used for the purposes should be provided by the Service Provider and must be of good quality.
5. To ensure maintenance of office interiors and furniture, fixtures and other decorative items.

SWEEPING AND CLEANING

1. Cleaning, sweeping, mopping and wiping of floors, staircase with phenyl, on daily basis or as required by Officer-in-Charge. Cleaning activity shall start in the morning at 7.00 A.M so as to complete all the dusting/cleaning/mopping work before 9.00A.M
2. Thorough cleaning of all toilets using required detergents by putting naphthalene balls and air purifier in all urinals, wash basins.
3. Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon and 3.30 P.M) with phenyl and detergent etc. and maintain the toilet floors dry during office hours. Cleaning of windows and window slits of all toilets to be done regularly. Wash basins, urinals are to be cleaned with suitable detergents. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the Service provider regularly to ensure continuous availability of these materials in requisite containers. A duty chart must be maintained by the Service Provider which shall contain the regular attendance of the personnel engaged in cleaning works.
4. Cleaning of attached toilets with phenyl, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier; toilet rolls/paper rolls and liquid soap are to be provided by the service provider regularly to ensure continuous availability of these materials in requisite containers.
5. Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filing Almirah, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning equipment, mopping of floors with phenyl.
6. Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location daily at 9 A.M .
7. Cleaning of chockage in sewer and pumping lines, drainage and manholes within the office premises as and when required.
8. Cleaning gulley trap and manholes within and surrounding of premises as and when required.
9. Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
10. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
11. Removal of beehives and cobwebs/honey webs from the office building and its premises and cleaning and sweeping of open area including balconies and roof tops.
12. The Service provider shall also be responsible for pest control in the office and shall carry out the adequate measures minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Rats, Mosquitoes, Cockroach, crawling insects in rooms etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
13. The Service provider should possess or procure required safety gadgets and other material for smooth services.

E. COOK CUM HOUSEKEEPER:

1. [Insert name of the office] invites sealed bids from the eligible bidders for providing the service of cook cum housekeeping service at [Insert location of the service].
2. The service provider shall deploy an experienced and competent Cook-cum-Housekeeper.
3. The deployed person should be within the age of 21 – 40 years and be physically fit to carry out the service.
4. The person should be able to prepare and provide vegetarian and non-vegetarian food and snacks along with tea, coffee and such other items as per the requirement of the guests staying in the IBs/Circuit Houses.
5. The cook-cum-housekeeper will be responsible for overall management regarding allotment of rooms, maintenance of records regarding room allotments, occupancy and collection of rents from the visitors and to deposit the collected amount in Government Account.
6. The cook-cum house keeper will prepare and serve the foods and other items to the guests as per their requirement. The service provider shall ensure that the person deployed for the purpose shall wear clean uniform, follow decency and maintain proper hygiene within the premises of the IBs/ Circuit Houses.
7. Strict personal hygiene viz: nail cutting, hair cutting and hand cleaning shall be ensured for the services.
8. The service provider shall deploy personnel on rotation basis for rendering services covering a period not less than 16 hours from 6:00 am to 10:00 pm.
9. In case the person deployed by the service provider goes on leave, then he should intimate the service provider well in advance about the same, so that necessary substitution can be made for un-interrupted service. There should not be any interruption in provision of the required service.
10. The deployed persons will also be overall responsible for upkeep of the premises of IBs/ Circuit Houses.
11. Disinfectants and cleaning equipment and materials required for the purpose must be supplied by the service provider.
12. The deployed person will also be responsible for cleaning of the rooms, furniture, fixtures and other decorative items available in the IBs/Circuit Houses.

Note- The above provision is meant for small guest house/IB having two /three suites, where one man will suffice. In case of IBs/ Circuit Houses of larger capacity, authorities can engage a manpower service providing agency as per their requirement.

F. Data Entry and Office Support Services

1. [Insert name of the office] invites sealed bids from the eligible bidders to provide the Data Entry and Office Support Services at [Insert location of the service].
2. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform data entry and office support services.
3. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately.
4. The manpower service provider should have an empanelled list of trained/experienced Data Entry Operators (DEOs) / Office Support Staff so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.
5. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Finance Department.
6. The manpower deployed by the service provider shall be required to report for work at 10.00 AM and leave office at 5.00 P.M. and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.

10. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
11. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
12. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.
14. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

(Prescribed Qualification & Experience of the Manpower)

| Sl. No. | Manpower | Age Limit | Qualification | Work Experience | Remuneration (Minimum Take Home Remuneration) | Job Description |
|---------|--|---------------|--|---|--|--|
| 1 | Data Entry Operator-cum-Office Support Staff | 21 to 35 year | <ul style="list-style-type: none"> • Bachelor's degree in any discipline from any Govt. recognised University / Institution. • Post Graduate Diploma in Computer Application • Good Proficiency in MS Office Tools, internet applications with efficient typing & data entry skill. • Sound knowledge to handle minimum hardware / software trouble shooting | S/he should have 1-3 years post qualification working experience in MIS / Administration / Management under any reputed central / state / PSUs / reputed corporate organisation | As per the notification of Govt. From time to time | <ul style="list-style-type: none"> • Responsible for carry out all administrative requirements of the Authority like day-to-day official work, file management, secretarial practices, data entry work & other related work • Management of day to day office work including travel and logistics of officials. • Responsible for Maintenance of office records with respect to general management and correspondences. • Assisting officials for generating reports / information for meetings and other official purposes. • Management of daily official work and logistics support to the officials and other staff. • Any other reasonable work assigned by authority |

SECTION -III

Schedule of Requirement :

Tentative requirement of Manpower / Machinery to be deployed for the proposed services given here as under :-

(To be filled up by the Tender Inviting Authority)

| Sl. No. | Description | Requirement |
|------------------|-------------|-------------|
| Manpower | | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Machinery | | |
| | | |
| | | |
| | | |
| | | |

[NB: All the scopes are tentative & can be modified as per the requirement of the tender inviting authority. Strike out the service which is not required for the purpose]

SECTION - IV

GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority’s location.
6. Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.

9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
16. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
19. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.

20. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
23. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
25. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
26. All disputes shall be under the jurisdiction of the court at ***[Insert Details]***.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents/ information, leads to termination of agreement.

SECTION – V

TECHNICAL BID

COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

**[Name and Designation of
Tender Inviting Authority]
[Office Address and Location]**

Sub : Tender for Outsourcing of [Insert Name of the Service] at [Insert Name of the Office / Location] [Technical Proposal]

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for [Insert Name of the Service] in accordance with your Tender Notice No.: _____, Dated _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

**Authorized Signatory
with Date and Seal**

Name and Designation: _____

Address of the Bidder: _____

(FORM - T1)

| | | |
|-----|---|-----------------------|
| 1. | Name of the Bidder | |
| 2. | Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details) | DD No.: |
| | | Date: |
| | | Amount (Rs.) |
| | | Drawn on Bank: |
| 3. | Name of the Director / | |
| 4. | Full Address of Registered Office | Postal Address: |
| | | Telephone No.: |
| | | FAX No.: |
| | | E-Mail Address: |
| 5. | Name & telephone number of the authorized person signing the bid | Name and Designation: |
| | | Mobile Number: |
| 6. | Bank Name | Account Number: |
| | | Bank and Branch Name: |
| | | IFSC Code |
| 8. | PAN No. (Attach self attested copy) | |
| 9. | GSTIN (Attach self attested copy.) | |
| 10. | E.P.F. Registration No. (Attach self attested copy.) | |
| 11. | E.S.I. Registration No. (Attach self attested copy.) Attach attested copy) | |
| 12. | PSARA Licence No. & Valid up to (Applicable In case of Security Services) | |

| | | |
|----|---|--|
| 13 | Acceptance to all the terms & conditions of the tender (Yes/No). | |
| 14 | Power of Attorney / authorization letter for signing the of the bid documents | |
| 15 | Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid. | |
| 16 | Kindly mention the total number of pages in the tender document. | |

17. Financial Turnover of the bidder for the last 5 financial years.(*)

| Financial Year * | Turn Over Amount (In INR) | Average Turnover (in INR] |
|------------------|---------------------------|---------------------------|
| FY1 | | |
| FY2 | | |
| FY3 | | |
| FY4 | | |
| FY5 | | |

**from the date of issue of tender*

18. Details of the similar type service provided by the bidder in last 5 years:

| Sl. No. | Period | Name of Authority with Complete Address & Fax no | Type of services provided with details of manpower /machinery deployed | Contract Amount (in INR) | Duration | |
|---------|--------|--|--|--------------------------|----------|----|
| | | | | | From | To |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

19. Declaration

I, Shri Son/Daughter/Wife of Shri _____
, Proprietor/ Director/ Authorized signatory of _____
(Name of the Service Provider), competent to sign this declaration and execute this
tender;

I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

The information and documents furnished along with the tender are true and
authentic to the best of my knowledge and belief. I am well aware of the fact that,
furnishing of any false information / fabricated document would lead to rejection of our
tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable

FORM-T2

UNDERTAKING

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

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and 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-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

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

Name and Designation of the Signatory:

Name of the Bidder and Address:

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the ***lowest and competitive evaluated bid price.***

SECTION – VI

FINANCIAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To

**[Name and Designation of
Tender Inviting Authority]
[Office Address and Location]**

Sub : Tender for Outsourcing of [Insert Name of the Service] at [Insert Name of the Office / Location] [Financial Proposal]

Sir,

I, the undersigned, offer to provide the services for *[Insert title of the Service]* in accordance with your Tender No. _____, Dated: _____. Our attached financial price is ***[Insert amount(s) in words and figures]*** for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

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

Name and Designation of Signatory with Date and Seal :

Address of the Bidder :

(FORM -F1)

(Administrative Charge)

| Manpower Details: | | | | | |
|--|--------------------------|-------------|--|---------------------|--------------|
| Sl. No. | Category of Manpower | Requirement | Cost per Unit in INR(Inclusive of remuneration and all statutory dues) | GST as (applicable) | Total |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| A. Sub Total (Manpower Cost) in INR | | | | | |
| Equipment Details | | | | | |
| Sl. No. | Description of Equipment | Requirement | Cost per Unit in INR | GST (as applicable) | Total in INR |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| B. Sub Total (Equipment Cost) in INR | | | | | |
| Consumables / Recurring Material Details | | | | | |
| Sl. No. | Description | Requirement | Cost per Unit in INR | GST (as applicable) | Total in INR |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| C. Sub Total (Consumable Cost) in INR | | | | | |
| D. Total in INR (A+B+C) | | | | | |
| E. Service Charges @ | | | | | |
| F. Total Administrative Charges (D+E) | | | | | |

- *Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.*
- *The bids with "Nil" or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage.*

Place:

Date:

(Sign and Seal of Authorised Representative)

SECTION – VII

BID SUBMISSION CHECK LIST

| Sl. No. | Description | Submitted (Yes/No) | Page No. |
|---------------------------------|---|--------------------|----------|
| TECHNICAL BID (ORIGINAL) | | | |
| 1 | Covering Letter in Bidders Letter Head | | |
| 2 | Bid Processing Fee | | |
| 3 | EMD | | |
| 4 | Copy of Incorporation / Registration Certificate of the Bidder | | |
| 5 | Copy of PAN | | |
| 6 | Copy of GSTIN | | |
| 7 | Copies of Income Tax Clearance Certificate for the last three Assessment years | | |
| 8 | Copy of Valid EPF & ESI Certificate | | |
| 9 | Copy of valid PSARA Licence (in case of Security Services)/Labour license | | |
| 10 | TECHNICAL BID duly filled in (Covering Letter, FORM- T1, T2 and T3) | | |
| 11 | Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years | | |
| 12 | Power of Attorney in favour of the person signing the bid on behalf of the bidder. | | |
| 13 | List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities | | |
| 14 | Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.(FORM- T2) | | |
| 15 | Undertaking for not having any police case pending against the bidder (FORM- T3) | | |
| FINANCIAL BID (ORIGINAL) | | | |
| 1 | Covering Letter in Bidders Letter Head | | |
| 2 | Duly Filled in Financial Bid (FORM- F1) | | |

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION – VIII

SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on _____ between, _____ (hereinafter called as the “**Authority**”) of the 1st Part and _____ its principal place of business at _____ (hereinafter called the “**Service Provider**”) of the 2nd Part.

WHEREAS

- (a) the “**Service Provider**”, having represented to the “**Authority**” that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- (b) the “**Authority**” has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: General Terms and Conditions

Appendix B: Scope of Work;

Appendix C: Contract Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular :
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. **Mode of Payment**

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. **Now this agreement witnesses as below:-**

- a) That in consideration of the payment to be made by the “**Authority**” to the “**Service Provider**”, the “**Service Provider**” hereby agrees with the “**Authority**” to provide manpower resources to be engaged in the [*Insert the location*] in conformity with the provisions of the terms and conditions of the contract.
- b) That the “**Authority**” hereby further agrees to pay the “**Service Provider**” the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to _____.

For and on behalf of [Tender Inviting Authority]

Witness 1:

Witness 2:

For and on behalf of [SERVICE PROVIDER]

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

To

**NAME & ADDRESS OF THE
TENDER INVITING AUTHORITY**

WHEREAS _____ (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract No. _____ dated _____ to undertake the service (description of services) (herein after called "**the contract**").

AND WHEREAS it has been stipulated by _____ (Name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the _____ day of _____ year. Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____ branch a written claim or demand and received by us at our _____ branch on or before Dt _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch

