

REQUEST FOR PROPOSAL(RFP)

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



**Director of Agriculture & Food Production, Odisha,
Bhubaneswar, 751012**

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Notice Inviting Tender (NIT)

Bid Identification: 1/DAFP-SUP-MAIN-0001-2022 Dated: 27.05.2022

Director, Agriculture & Food Production, Odisha, Bhubaneswar (“CLIENT”), invites sealed proposal from all interested Agencies under Facility Management Service for ‘**SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES AT KRUSHI BHAWAN, BHUBANESWAR, ODISHA**’.

Indicative Scope:

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

1. Operation and Maintenance of all Electrical and Mechanical equipment
2. Housekeeping and Sanitation services,
3. Caretaker & watchman services,
4. Help Desk & Front Desk Management,
5. Waste Management,
6. Parking Management,
7. General Pest control,
8. Reporting and Complaint Management, and
9. Coordination with other service providers

A. Contract Period:01 (One) year and can be extended up to 03(Three) years based on satisfactory performance and mutual consent.

B. Bid Document Fee (INR): 11,800/- (Eleven Thousand eight hundred Only) inclusive of GST

C. Earnest Money Deposit (INR):[NIL.(Only Bid Security Declaration in T-13 to be submitted)]

D. Mode of Bid Submission:

The duly completed proposal along with other prerequisite documents as per the RFP format must be submitted through Registered Post / Speed Post only latest by 02.07.2022,17.00 hours to the following address.

Director of Agriculture & Food Production, Odisha

Krusha Bhawan, Bhubaneswar, PIN-751001

To clarify the queries of the Bidder/s, a pre- bid meeting is scheduled to be held on [Krushi Bhawan, Bhubaneswar ,on 17.06.2022 at 15.30 hours].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:Chief Engineer (Agril),O/o Director, Agriculture & Food Production, Krushi Bhawan, Odisha, Bhubaneswar, Contact No- 9438478418

Sd-

**Director, Agriculture & Food Production,
Krushi Bhawan, Odisha, Bhubaneswar**

Bidder Data Sheet

S.N.	Particulars	Details
1.	Name of the Client	Director, Agriculture & Food Production, Krushi Bhawan, Odisha, Bhubaneswar
2.	Title of the RFP	Selection of an Agency for providing Comprehensive Facility Management Services at Krushi Bhawan, Bhubaneswar, Odisha.
3.	Broad Scope of Services	<ol style="list-style-type: none"> 1. Operation and Maintenance of all Electrical and Mechanical equipment 2. Housekeeping and Sanitation services, 3. Caretaker & watchman services, 4. Help Desk & Front Desk Management, 5. Waste Management, 6. Parking Management, 7. General Pest control, 8. Reporting and Complaint Management, and 9. Coordination with other service providers
4.	Method of Selection	Least Cost selection process (LCS)
5.	Proposal Validity	120 Days
6.	Date of Issue of RFP	02.06.2022
7.	Dead line for Submission of Pre-Proposal / Pre-Bid Queries	09.06.2022, 17:00 hours
8.	Issue of Pre-proposal Clarifications	17.06.2022, 15.30 hours
9.	Proposal Due Date	02.07.2022, 17:00 hours
10.	Date of opening of Technical Proposal	04.07.2022, 15:30 hours
11.	Date of Technical Presentation	To be intimated later
12.	Date of opening of Financial Proposal	To be intimated later
13.	Expected Date of Commencement of Assignment	To be intimated later

S.N.	Particulars	Details
14.	Site Visit	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.
15.	Pre-proposal meeting	<p>A pre-proposal meeting will be held on dt.17.06.2022 15:30 hours at 1st. floor Board room, Krushi Bhawan, Bhubaneswar-751012, Odisha. All queries should be received on or before dated, 09.06.2022 17:00 hours at Office of the Director, Agriculture & Food Production, Krushi Bhawan, Odisha, Bhubaneswar on e-mail in word format. The name, address, and telephone number of the nodal officer is: Chief Engineer (Agril), O/o Director, Agriculture & Food Production, Krushi Bhawan, Odisha, Bhubaneswar, Contact No- 9438478418, Mail Id- ceagri.dafpo@gmail.com</p> <p><i>All bidders are requested to mention their email id correctly in pre-bid query for the purpose of inviting for the pre-proposal meeting.</i></p>
16.	Bid Document Fee (Non-Refundable)	Rs11,800 /- (Rupees Eleven Thousand eight hundred Only) (including GST) in shape of Demand draft drawn in favour of DA& FP, Payable at Bhubaneswar. Bid without supporting Bid document fee shall be out rightly rejected.
17.	Earnest Money Deposit(EMD)/ Bid Security Declaration	NIL.(Bid Security Declaration Form-T13 to be submitted)
18.	Performance Bank Guarantee (PBG)	3 % of the Contract Value
19.	Contact Person	Chief Engineer (Agril), O/o Director, Agriculture & Food Production, Krushi Bhawan, Odisha, Bhubaneswar, Contact No- 9438478418/ Executive Engineer(Agril.), contact No- 9438380920

S.N.	Particulars	Details
20.	Place of Opening of Proposal	Krushi Bhawan, Odisha, Bhubaneswar
21.	Taxes	As per RFP
22.	Evaluation Criteria for Technical Proposal	Bidders are requested to refer RFP
23.	Signing of the Service Agreement (SA)	Within 15 (fifteen) days from the date of issue of LoA
24.	Mobilization Period and Commencement of Services	15 days from the signing of Service Agreement (SA)

Section-1: Instruction to Bidders

1.1. Project Introduction

Krushi Bhawan

Description	Areas
Land Area	87,120 Sq. ft.
Boundary Wall Surface Area (Inside + Outside)	20,500 Sq. ft. (Approx.)
Total built-up Area	222,640 Sq. ft.
Total Carpet Area	82,716 Sq. ft.
Common Area	20,800 Sq. ft.
Parking Area	Basement: 36,500 Sq. ft. Outside: 5620 Sq. ft.
Sand Stone, Laterite, Jindal Color Bricks, Bharat Bricks, Khandolite stones	182,988 Sq. Ft.
Windows & Types	Aluminum siding with power coated
<u>Number of Toilets : -</u> Toilets	a) Common toilet : 33 nos. b) Attached toilet : 35 nos.
Type of Flooring	Laterite, Kota flooring, vitrified and Khondalite flooring
Lawn area	6,240 Sq. ft.
Roof Top Planter Box	22 nos.(big),72 nos(small)

Note:

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

DETAILS OF AVAILABLE ASSETS AT THE FACILITY				
Sl. No.	Name of the Asset (Machinery/ Equipment)	Specification	Available Quantity	Remarks, if any
<u>ELECTRICAL</u>				
1.	All type of light fittings including internal and external	36,35,30,20,15,10,9, 7 & 3watt	2010 Nos.	
2.	DG set Make-Sterling	650KVA	1 No.	
3.	A. Cs			

3	Chiller Make-Bluestar	60TR with 1.5,2,2.5and 3.3 ton etc. of Indoor unit	2Nos. and 89Nos.	
	Cassette Make-LG	3Ton	5Nos.	
	VRF Make-Daikin	14Hp(Outdoor unit) Indoor(Split unit) Indoor(Cassette)	13No. 6 Nos. 72 Nos	8Hp-1No.
4.	Lifts - Make-Thyssenkrupp	1000kg 884kg	1 Nos. 1 Nos.	
5.	Fans			
	(a) Ceiling fan and wall bracket(USHA)	48", 56" & 16"	607Nos.	
	(e) Exhaust fan	450mm and 300mm	89Nos	
<u>Fire Detection, Alaraming& Hydrants System</u>				
6	Electrical Motor driven Back pullout type Centrifugal pump delivering 2280 LPM at 56 MWC head with CI casing bronze impeller and SS shaft for Hydrant & Wet riser system with 2 pole 45 HP TEFC motor suitable for operated on 415 V ,3 ph, 50 c/s AC supply as per TAC along with suitable size Aluminum XLPE Armored Power Cabling, all other accessories			
	Diesel Engine driven Back pullout type Centrifugal pump having 2280 LPM at 56 MWC head with CI casing bronze impeller and SS shaft and suitable diesel engine along with all accessories			
	Motor driven Back pullout type Centrifugal Jockey pump delivering 180 LPM and 56 MWC head with CI casing bronze impeller and SS shaft and 2 pole 10 HP TEFC electric motor suitable for operated on 415 V ,3 ph, 50 c/s AC supply along with suitable size Aluminium XLPE Armoured Power Cabling, all other accessories			
	Electric Motor Driven Pressurization Terrace Pump having discharge of 450 LPM at 35 MWC head complete with Pump Set, Electric Motor suitable for operation on 415 V ,3 ph, 50 c/s AC supply , Base Frame , 2 no. pressure switch, 1 no. pressure gauges, 2 nos. Butterfly valves, 1 no. NRV . PCC foundation and foundation bolts as required size Aluminium XLPE Armoured Power Cabling from pump panel to pump as required.			
	Dust and vermin proof front operated compartmentalized cubicle type control panel suitable for operation on 415 Volt, 3 ph, 50 c/s power supply with 630 Amp TPN Aluminiumbusbar fabricated out of 2 mm thick CRCA sheet duly powder coated after treatment in 7 tank process with top entry cable gland plate including interconnections, earth bus as required comprising of :			

	Floor/Wall mounted sectionalized, front operated top entry dust and vermin proof M.V.Panel Boards suitable for operation at 415V, 3 phase, 4 wire, 50Hz distribution system fabricated out of 2.0 mm thick CRCA sheet, insulated bus bar with heat shrinkable PVC sleeve, base frame, complete with all accessories		
7	Extinguisher System		
	Portable Fire Extinguisher System CO2 type Fire Extinguisher 4.5 kg capacity confirming to IS: 2878 made from ISI marked seamless cylinder confirming to IS: 7285, fitted with ISI marked controlled valve confirming to IS: 3224, high pressure 1mtr discharge hose & horn complete with initial gas charged with carrying handle & wall mounting bracket B219		
	ABC type fire extinguishers of 6 kg capacity		
	Mechanical Foam type 9 litre capacity Fire Extinguisher, ISI marked, IS: 10204, containing 540 ml AFFF liquid ISI marked, IS: 4989 Part II and a polyurethane coated CO2 Gas Cartridge, ISI marked, IS: 4947 complete with gunmetal union cap, nylon hose with plastic foam making branch and wall mounting bracket		
8	Automatic Fire Alarming and PA System		
	Microprocessor based Addressable Fire Alarm Control Panel (4 loop) suitable for serving the following detectors & Devices with LCD display, complete with 2 Nos 12 Volt 40 Ah SMF battery, 2 Nos potential free Normally open contact per loop, along with PA Controller including call station and 240 watt amplifier	2 nos	
	6W RMS Dual cone loudspeaker with 100 volt line matching transformer with integral spring clamp for mounting having sound pressure level (SPL) 108.8 DB/90.8 DB (SPL) , 150HZ-15KHZ as required for Public Address(PA) & emergency voice evacuation system Detector	2nos	
	Addressable Photoelectric type Smoke-Cum-Heat Detector	600nos.	
	Addressable Beam (Infrared) Detector including Transmitter & Receiver		
	Addressable Manual Pull Station, complete with addressable mini input module, back box.	20nos	
	Audio Visual Strobe, complete with mounting box	8 nos	
	Hooter Cum Strobe at 85 dBA @ 3m for Audible annunciation and 75cd flashing at 1 Hz for visual indication. With Control Module. The Hooter cum Strobe with Control Module shall be flush or surface mountable type	12 nos	

1.2. General

1.2.1.Scope of Tender

- a. Director, Agriculture & Food Production, Odisha, Bhubaneswar (hereinafter referred as “**Client**”) invites sealed bids from agencies for providing ‘Comprehensive Facility Management Services’ under Category-A, for providing Comprehensive Facility Management Services at Krushi Bhawan, Bhubaneswar, Odisha.
- b. The successful bidder will be expected to provide the Comprehensive facility management services for the intended period specified in the Bidder Data Sheet. Please refer **Form -T6** for scope of work for the proposed services.
- c. The successful bidder shall become Facility Management Service Provider (FMS) on completion of contract signing formalities.
- d. The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.

1.2.2.Reporting Officer

Chief Engineer (Agril),O/oDirector, Agriculture & Food Production, Krushi Bhawan, Odisha, Bhubaneswar, Contact No- 9438478418 , Mail Id- ceagri.dafpo@gmail.com

Eligibility Criteria

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

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

D.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service.	An under taking to this effect must be submitted on the Bidder Letter head.
E.	The Registered Office/Branch Office of the service provider must be located within jurisdictional area of Odisha.	Valid address proof of the Office (Copy of Landline Telephone Bill/ Electricity Bill/GSTIN of the Office.)
F.	Bidder should be registered with the Income Tax , Goods and Services Tax and also registered under the labour laws , Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN,GSTIN,IT returns for the last 03(Three) Financial Years , Labour registration, EPF registration certificates and valid Licence under PSARA(Private Security Agencies Regulation Act-2005) to be submitted along with the Technical proposal.
G.	The bidder must have executed comprehensive operation, maintenance and multifacility mechanized services in Central/State Govt./IT/ITes companies, High Rise Buildings , Institutional campus/Business Centers/ Hospitals/ Commercial Buildings in India(Preferably Bhubaneswar, Odisha) during last 03 financial Years as on date 31.03.2022 of Value specified herein in the relevant area as per the scope of work.: One project with minimum 01(One Lakh) square feet and not less than the contract value of Rs.7.00 Crores.	Copies of supporting work order /Work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per Form- T4
H.	Average annual turnover from Facility Management Services must be at least Rs.10.00 Crore in the last 03(Three) F.Y ending 31 st march'2021.	CA certificate to be submitted in T2 B.
I.	Must have Its own Bank account in any Scheduled bank situated in Bhubaneswar Bank.	Copy of the Pass Book along with self attested bank Account statement for the last One year period needs to be furnished.

1.2.3.Proposal Preparation Cost

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

1.2.4.Project Inspection and Site Visit

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

1.2.5.Only One Proposal

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

1.2.6.Taxes

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

1.3.Bidding Instructions

1.3.1.Special Instructions for Preparation of Proposal

- i. **Language:** - The proposal and supporting documents shall be in **English** language unless otherwise specified.
- ii. **Currency:** - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Client, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.
- iv. The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections, interlineations or overwriting must be signed by the authorized representative of the bidder. There should not be any overwriting in the financial bid. Client's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - 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 provide 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 (as per financial Bids submitted with the RFP).
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b) received all such relevant information as it has been requested from Client; and
 - c) made a complete and careful examination of the various aspects of the Project.

- vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the Proposal would be evaluated solely on the basis of available information.
- viii. Client shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
- ix. Client reserves the right to reject any or all proposals without assigning any reason whatsoever.
- x. Client also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- xi. Client reserves the right to verify any or all information furnished by the Bidder.
- xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Client shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3.2. Submission of queries

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

Contact Person: Chief Engineer (Agril) 0/0 DA&FP , Odisha , Bhubaneswar./ Executive Engineer(Agril.),

Contact Number: 9438478418/ 9438380920

Email for communication: < ceagri.dafpo@gmail.com>

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

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

1.3.3. Clarification and Amendment of RFP document

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

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

1.3.4. Bidder/s submission in support of Eligibility

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

1.4. Preparation and Submission of Bids

1.4.1. Preparation of Bids

- a) Detailed RFP may be downloaded from www.tendersodisha.gov.in/agriodisha.nic.in.
- b) Bidders should take into account all clarifications / corrigendum / addendums to the RFP document published before preparation and submission of their proposals.
- c) Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of files through which the bids have to be uploaded/submitted, the number of documents - including the names and content of each of the document that need to be submitted.

Any deviations from these may lead to rejection of the bid.

- d) 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.

1.4.2. Submission of Bids

The Bids shall be submitted through **Speed Post/Registered Post** under two cover system i.e ,viz., **Technical proposal (Cover-I) & Financial proposal (Cover-II)**. All the pages of Bid being submitted must be signed and sequentially numbered by the Bidder irrespective of the nature of content of documents. The proposals submitted through any other mode except **Speed Post/Registered Post** shall not be considered & will be out rightly rejected. No correspondence in this matter will be entertained.

I. **Technical proposal (Cover-I)**

- Bid processing fee & Bid security declaration
- The documents as specified in this RFP Clause 1.4.2.1 are to be self-attested & furnished by the bidder (Checklist and Form T1 to T13). An affidavit is to be submitted that the documents submitted are correct)
- Signed copy of RFP

II. **Financial proposal (Cover-II)**

- The formats as specified in the clause 1.4.2.2 of this RFP are to be self-attested and to be furnished by the bidder.

Any Proposal received after the date line will be out rightly rejected by the Client.

All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offers shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

1.4.2.1. Submission of Technical Proposal

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-3 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 3.

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

Forms	Format Details
FORM- T1	Covering Letter

FORM-T2	A: Bidder's Organization
	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- T10	Anti-Collusion Certificate
FORM- T11	Proposed work plan
FORM- T12	Description of approach and methodology
FORM- T13	Bid Security declaration

1.4.2.2.Submission of Financial Proposal

i.The Financial Proposal shall be prepared using the attached standard forms as per Section -4 given with this RFP document.

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

- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- iii. All information provided should be legible, and wherever the information the information is give in figures the same should also be mentioned in words.In case of conflict between amount stated in figures and words, the lowest 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 1st 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.

1.5.Modifications/ Withdrawal of Proposals

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

Opening of Proposal

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

1.6.Evaluation of Proposal

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

- a) **Preliminary Evaluation(1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the required conditions as described in RFP and the requisite documents / information have been properly furnished by the bidder or not. Thereafter, Client shall determine whether each bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:
 - o It is as per the format as described in the RFP;
 - o It is received by the Bid Due Date including any extension thereof pursuant to Data Sheet;
 - o It is accompanied by the Bid Document Fee as specified in this RFP;
 - o It is accompanied by the Power of Attorney as specified in T-3;
 - o It is accompanied by Undertaking for not having been black listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past;
 - o All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder;
 - o It contains all the information (complete in all respects) as requested in

this RFP and/or bidding document;

- It does not contain any condition or qualification and;
- It is not non-responsive in terms hereof.

- b) Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- c) **Technical Evaluation (Stage 2):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

S.N.	Bid Evaluation Parameters	Total / Maximum Marks
1	Turn Over	10
a	Average annual turnover from Facility Management Services from 10 Cr to Rs.15 Cr in the last 3 FY (ending 31 st March 2021)	5
b	Average annual turnover from Facility Management Services from more than 15 Cr in the last 3 FY (ending 31 st March 2021)	10
2	Experience of Bidder	50
A	Relevant Project Experience (in providing Comprehensive facility management services such as Operation, Maintenance and Multi facility Mechanized Services in Buildings/High rise Buildings/Institutional campus/Business centers/hospitals/ commercial buildings having built-up area minimum 01 Lakh Sq. ft.)	50
i	For minimum 2 assignments of similar or greater area in last 3 years (minimum continuous engagement of 24 months in the assignment). – Max 30 Marks	

ii	For each additional assignment of similar or greater area in last 5 years (minimum continuous engagement of 24 months in the assignment) 4.0 marks shall be given. Maximum 5 additional projects will be considered for evaluation – Max 20 marks	
3	‘Approach and Methodology’ and Work Plan (refer T-12 & T-11)	20
a	Overall Project Approach including Proposed Manpower, Standard Operating Procedure and Quality Control Mechanism	10
b	Work Plan, Manpower deployment modalities, Grievance redressal protocol, value provided to clients etc.	10
4	Technical Presentation	20
a	Manpower Deployment(80-100)Nos-5 Marks, (50-79)Nos-4 Marks,(30-49)Nos-03 Marks, < 30Nos - 0 Marks	05
b	Use of Technology in CFMS	05
c	Methodology for managing the open spaces / green area (excluding parking and built-up area)	05
d	Material procurement Methodology – Procurement, Safety stock calculation, Storage, Material issue and control	05

- (i). The total score obtained by the bidder above shall be the technical score (T) of the bidder.
- (ii). Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. Applicants should score **at least 70 marks** for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- (iii). Please note that the Technical presentation mentioned in the table above shall be a power-point presentation to be made by the bidders in front of the committee. The date, time and venue for the design is mentioned in the Bid Data Sheet.

d) **Financial Evaluation (Stage 3):**The financial 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 authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

1.7.Evaluation Process

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

Financial proposals are then opened for only eligible and responsive offers and are given a cost-score based on relative ranking of prices, with 100 for the lowest and pro-rated lower marks for higher priced offers.

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for evaluation of the Financial Proposal is 70.

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

The Selected Applicant shall be the First Ranked Applicant. The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

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

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.Mobilization Period

The Agency will be granted 15 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the ‘Effective Date’;

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

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 01 year (i.e.12 Months) and can be extended upto 03(Three) years based on satisfactory performance and mutual consent. The FMS shall provide a consolidated list of equipment’s procured by the FMS and update the Client for records.

1.10.3.Payment Terms and Enhancement

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

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

- a) Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 3% of the Annual Contract Value as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of DA& FP, Bhubaneswar. Failure of the successful Bidder to comply with the requirements of RFP shall constitute sufficient grounds for cancellation of the award.
- b) The performance security submitted shall be valid for a period of 1Year and 3 months from the date of effectiveness of the contract. The authenticity of the

PBG will be get properly verified by the Client from the local branch of the issuing bank prior to execution of the contract.

- c) It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- d) Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Client before the expiry date of the Bank Guarantee originally furnished.
- e) *Appropriation of Performance Security*

Performance Security submitted by the FMS shall be forfeited if the FMS fails to commence operations as per the requirements of this RFP.

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

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

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the FMS shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the FMS Default or to meet any Condition Precedent, and in the event of the FMS not curing its default or meeting such Condition Precedent within such Cure Period, the Client shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

f) Release of Performance Security

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

1.12. Bid Security/EMD

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

1.13. Power of Attorney

The Bidder should submit a Power of Attorney in the format specified at Form T3 of Section 3 authorizing the signatory of the Proposal to commit the Bidder.

1.14. Proposal Validity

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

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)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Client's sole discretion. The format for Anti- Collusion Certificate has been provided in Form T-10 under Section 3 of the RFP document.

1.18.Confidentiality

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

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

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

2.2. Other contractors

- a) 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.
- b) 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

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

- c) 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.
- d) 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.
- e) 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.
- f) 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

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

2.5. Compliance with Labour Regulations

- a) 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.

- b) 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.
- c) 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

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

- d) Alterations to the terms of insurance shall not be made without the approval of the Client.
- e) Both parties shall comply with any conditions of the insurance policies.

2.7. Safety

- a) The FMS shall be responsible for maintaining the safety of all activities on the site.
- b) 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.
- c) 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

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

2.9. Cost of Repairs

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

2.10. Manuals & Registers

- a) 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.

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

A. Non-Political Events

- i. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- ii. Radioactive contamination, ionizing radiation
- iii. Epidemic, famine.
- iv. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- v. Strikes or boycotts or industrial action or any public agitation of any kind;
- vi. Any event or circumstances of a nature analogous to any of the foregoing.

B. Political Event

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

The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight

Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if facts justify.

2.12. Termination

- A. The authorized officer on behalf of the Client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, **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.
- B. Fundamental breaches of Contract include, but shall not be limited to the following:
- I. Breach of contract by FMS
- a) The FMS stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
 - b) The FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - c) The authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMS fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
 - d) The FMS does not maintain a Performance Security which is required;
 - e) The FMS has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
 - f) If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - g) The FMS shall not engage the services of any Sub-FMS for the purposes of discharging entire obligation under the Contract without approval of the Client.

- h) If the FMS, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, 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.
- i) If the FMS commits any acts of defaults with respect to conditions of contract.

II. Breach of contract by Client

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

2.13.Payment upon Termination

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

2.14.Obligations of Facility Management Contractor

a) Standard of Performance

The FMS shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted

professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The FMS shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.

b) Law governing Services

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

c) Conflict of Interest

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

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

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

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

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

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

f) Prohibition of conflicting activities

The FMS shall not engage, and shall cause their Personnel not to engage, either

directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

g) Confidentiality

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

h) Liability of the FMS

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

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

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

2.15.Obligation of the Client

a) Assistance and exemptions

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

b) Access to Land

Client warrants that FMS shall have, free of charge unimpeded access to all land at Project Facility in respect of which access is required for the performance of the Services. The Client will be responsible for any damage

to such land or property thereon resulting from such access and will indemnify FMS and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of FMS or Personnel or any affiliate of them.

c) Change in Applicable Law related to taxes and duties

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

d) Services, facilities and property of CLIENT

Client shall make available to the FMS and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in the Scope of Work, Form – T8.

e) Payment

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

f) Office Space

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

g) Miscellaneous Cost

Miscellaneous Cost like AMC of equipment's, 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.

h) Basic Utilities

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

i) Statutory and regulatory compliances

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

2.16.Extension/Renewal of Contract

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

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 Service provider (FMS)”*** means the selected entity who has completed the agreement signing formalities with the Client for Comprehensive Facility Management Services at <Insert Name of the Location> in accordance with the terms & conditions of the Service Agreement.
- xi.** ***“Facility Management Services”*** means the providing comprehensive facility management services as per scope of work defined in Form T6.
- xii. ***“Mobilization Period”*** means period as defined in the RFP.
- xiii.** ***“Project Facility” or “Project Facility Area” or “Facility Area”*** means the premises as defined in the RFP.
- xiv.** ***“Request for Proposal” /“RFP”*** means Request for Proposal for selection of agency for providing ‘Comprehensive Facility Management Services <Insert Location> including all related attachment(s), amendment(s) and corrigendum(s).
- xv.** ***“Service Agreement” or “Contract” or “SA”*** means agreement signed between Client and Selected Bidder. (key clauses of Draft Service Agreement are mentioned in Section 2 of RFP)
- xvi.** ***“Selected Bidder”*** shall be as defined in clause 1.9 of RFP.

Section – 3: Schedule of Requirements.

3.1. About the facility

A. Krushi Bhawan

Programmatically, the facility comprises a learning centre, library, auditorium, training rooms, garden and a public plaza, while the offices have been moved to the upper floors. The roof top too has been opened up to the public as a demonstration of urban farming.

With the design team working closely with local consultants and craftsmen, the project promotes sensitization to local materials and looks at new way of integrating craft in a contemporary environment. The material palette uses a combination of exposed brick and local stones like laterite and khondolite; adapting local motifs to an unprecedented architectural scale, Krushi Bhawan emerges as an example of how the government can serve as the prime patron of regional crafts.

Creating a strong contextual identity, Krushi Bhawan imbues a beautiful regional narrative of local craftsmanship through handcrafted furniture, stone carvings bred from agricultural folklores and screens and installations in metal depicting local mythologies.



Krushi Bhawan – Internal View



Site Map of Krushi Bhawan

3.2. Facility Area

The Facility Area where services of FMS are required shall include all areas within boundary of the office premises including but not limited to all built-up areas, basements, landscape and open spaces. Refer Section-1 (Clause 1.1) for details of various spaces. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

3.3. Purpose

Director, Agriculture & Food Production, Odisha, Bhubaneswar invites proposals from all eligible bidder / service provider for providing comprehensive facility management services at Krushi Bhawan, Bhubaneswar, Odisha. The broad scope of services required as below;

- i. Operation and Maintenance of all Electrical and Mechanical equipment
- ii. Housekeeping and Sanitation services,
- iii. Caretaker & watchman services,
- iv. Help Desk & Front Desk Management,
- v. Waste Management,
- vi. Parking Management,
- vii. General Pest control,
- viii. Reporting and Complaint Management, and
- ix. Coordination with other service providers

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

FORM-T1: COVERING LETTER

(On the Bidder's Letter Head)

[Location,
Date]

To

**Director of Agriculture & Food Production,
Odisha, Krushi Bhawan, Bhubaneswar-751001**

Sub: Selection of Agency for Providing Comprehensive Facility Management Services at, Krushi Bhawan, Bhubaneswar, Odisha

Dear Sir,

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

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.
2. I shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating of the Proposal.
3. I acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public Client nor have had any contract terminated by any public Client for breach on our part.

5. I declare that:

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

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

c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and

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

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

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

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

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

Yours sincerely,

Authorized Signature

[In full and initials]: _____

**Name and Title of Signatory: Name
of Firm: Address:**

FORM-T2: INFORMATION ABOUT THE BIDDER

A. BIDDERS ORGANISATION

1 Title of Project:

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

3. State the following:

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

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)
A	<p>Bidder should be registered under appropriate client e.g:</p> <ul style="list-style-type: none"> • Indian companies Act 1956/2013 • Indian Partnership Act 1932 • Society Registration Act- 1860 • Limited Liabilities Partnership Act-2008 • Odisha Shops & Establishments Act-1956 	<p>Certification of Registration/Partnership Deed /LLP Deed shall be submitted.</p>	
B.	<p>Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any of the Govt. project as on date of proposal.</p>	<p>Undertaking as per Form TECH-6 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility not blacklisted to be furnished.</p>	
C.	<p>Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the Bidder due to prior , current, or proposed.</p>	<p>Self declaration from the Bidder as per Form TECH-7</p>	

D.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service.	An under taking to this effect must be submitted on the Bidder Letter head.	
E.	The Registered Office/Branch Office of the service provider must be located within jurisdictional area of Odisha.	Valid address proof of the Office (Copy of Landline Telephone Bill/ Electricity Bill/GSTIN of the Office.)	
F.	Bidder should be registered with the Income Tax , Goods and Services Tax and also registered under the labour laws , Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN,GSTIN,IT returns for the last 03(Three) Financial Years , Labour registration, EPF registration certificates and valid Licence under PSARA(Private Security Agencies Regulation Act-2005) to be submitted along with the Technical proposal.	
G.	The bidder must have executed comprehensive operation, maintenance and multifacility mechanized services in Central/State Govt./IT/ITes companies, High Rise Buildings , Institutional campus/Business Centers/ Hospitals/ Commercial Buildings in India(Preferably Bhubaneswar, Odisha) during last 03 financial Years as on date 31.03.2022 of Value specified herein in the relevant area as per the scope of work.: One project with minimum 01(One Lakh) square feet and not less than the contract value of Rs.7.00 Crores.	Copies of supporting work order /Work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per Form- T4	

H.	Average annual turnover from Facility Management Services must be at least Rs.10.00 Crore in the last 03(Three) F.Y ending 31 st march'2021.	CA certificate as per Form TECH-3	
I.	Must have Its own Bank account in any Scheduled bank situated in Bhubaneswar Bank.	Copy of the Pass Book along with self attested bank Account statement for the last One year period needs to be furnished.	

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	COMMITEMENT 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	
FORM- T11	PROPOSEDWORK PLAN	
FORM- T12	DESCRIPTION OFAPPROACH AND METHODOLOGY	
FORM- T13	BID SECURITY DECLARATION	

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

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:

Name of the Bidder:

B. FINANCIAL CAPACITY OF BIDDER

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

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

S. No.	Period (Last 3 FYs)	Financial Turnover from the	Average Turnover from the similar
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.

Executants

Signature of Attorney

(Name, Title and Address of the Attorney) Attested

Executants

Notes:

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

FORM-T4: PAST EXPERIENCE OF THE BIDDER

Name of Bidder:

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

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

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

Authorized Signature
[In full and initials]: _____

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

FORM-T5: UNDERTAKING

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

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

Yours sincerely,

Authorized Signature

[In full and initials]: _____

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

FORM-T6: SCOPE OF WORK FOR THE CFMS

1) The broad scope of services required as below;

- a) Operation and Maintenance of all Electrical and Mechanical equipment
- b) Housekeeping and Sanitation services,
- c) Caretaker & watchman services,
- d) Help Desk & Front Desk Management,
- e) Waste Management,
- f) Parking Management,
- g) General Pest control,
- h) Reporting and Complaint Management, and
- i) Coordination with other service providers

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

A. Maintenance:

i. Break down Maintenance is defined as

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

ii. Preventive Maintenance is defined as

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

iii. Management:

- a. Co-ordination with Contractors for rectification of defects falling under DLP.

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

B. Operation:

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

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

2) 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:

A. Maintenance Services

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

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

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

Regular checking and minor touch-up of polish and paint to all wood works.

- xii. Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis

B. Operation Services

The operation services under the scope of work are

I. Operation of Equipment and Fixtures

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

- viii. The FMS shall operate and maintain the complete Access Control system, Fire Alarm System, CCTV System, PA system and any other system as installed in the said premises.
- ix. 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. Housekeeping and cleaning Services -

a) General Cleaning Services: The FMS shall

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

required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.

- ix. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- x. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Polishing / vacuum cleaning / cleaning of floors, 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 amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean. (to be done in presence of the officials concerned).
- xvi. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvii. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

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

b) 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.

c) Waste Management

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

- v. Waste management methodology shall comply with the guidelines as laid down in applicable Waste Management Rules of Central / State Government and Local Authorities.
- vi. Renovation Debris is to be stored at designated space at designated area
- vii. The FMS undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load.
- viii. Cleaning of grease chambers of the kitchen.

d) General Pest Control

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

i. Disinfestations Treatment

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

The FMS shall take the following control measures:

- o Intensive / extensive spray with oil / water based chemicals.
- o 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:

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

iii. Fly Control

The FMS shall take the following control measures:

- o Sanitation

- Chemical control
 - 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:

- Residual Spot Spraying
- Fogging Operations
- Mist Blowing
- Frequency: Fortnightly as per client schedule and need basis

III. Help Desk & Reception 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.).

C. Management Services

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

- i. Provide required assistance to the Client during transition period of handover–takeover of the Project Facility from the Main Contractor including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Client, Contractors, Consultants and other agencies.

- iv. Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it was the particular use. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility (Refer Section 1, Clause 1.1). Such personnel shall be informed by office staff about meetings for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the Facility Manager to the Client. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.
- v. Maintain are cord of all the Equipment/assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.
- vi. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance
- vii. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- viii. Co-ordinate with Main Contractor/Interior Contractor/PMSP for rectifying of defects under the DLP period.
- ix. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. FMS shall co-ordinate for:
 - 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, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of Main Contractor.
 - Works like painting, polishing, tiling, ceiling etc.
- x. Calculation of common area maintenance charges
- xi. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and

machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.

- xii. Co-ordinate administer and certify works of Vendors/Manufacturers/ Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
- xiii. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xiv. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- xv. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Client.
- xvi. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.
- xvii. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xviii. Brief the representative on maintenance and operational proceedings on day to day basis.
- xix. The FMS, within its staff shall provide persons who are trained in first-aid/paramedics to coordinate with Wellness Centre/First Aid Room in case of emergency.
- xx. The FMS shall report to a Nodal Officer appointed by Client for the management services as and when required.

D. 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)

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

2) 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	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	20000/15 Days
3	Painting and erection of MS Ladder or replacement if required and if found theft or damaged.	Once a Month	Compulsory	As per twice the market rate of damaged /The fixture or 2000/ Day whichever is higher.
4	Chemical treatment of water for purification.	In Alternate Days	4 Days	500/Day
5	Maintenance of manhole cover including replacement if found damaged or theft	Once/15 Days	Compulsory	As per twice the market rate of damaged/Theft fixture or 2000/ Day whichever is higher.
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-
3	Fly Control	1 Time / Monthly	1 Day	10,000 /on repeated non-
4	Mosquito	1 Time / Fortnightly	1 Day	10,000 /on repeated non- compliance
D- OTHERS				
1	Repair and maintenance of sanitary fixtures,	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice themarket rateof damaged/ Theftfixture 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 themarket rateof damaged/ Theftfixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	On alternate days	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	immediate	Compulsory	As per twice themarket rateof damaged/ Theftfixture or 2000/ Day whichever is higher.
6	Regular maintenance of switchboards, 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

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 levelso finter lockingpaverblocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	20000/Week
4	Cleaning of pathway areas-removing of all wastage, polythene,garbage,weeds, dust,debris,leaf, polythene,porchetc. collectionremoval&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 which ever is higher.
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

E. 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, stationeries 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

F. 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,

G. Watchman 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. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- v. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- w. FMS shall provide a log book register for making entries by the security personnel of their presence at duty site.
- x. 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.
- y. 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.

H. MANPOWER

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

For Krushi Bhawan:

FACILITY MANAGER (OVERALL IN-CHARGE)		Qty - 1
A) OPERATION AND MAINTENANCE		
Civil Maintenance		
SN	Description	Qty
1	Mason	-
2	Carpenter/ Fitter	1
3	Sewer-man	4
4	Plumber	3
5	Multi-purpose / Beldar	1
Electrical Maintenance		
1	Supervisor	1
2	Electrician /Wireman (High Skilled)	4
3	Helper / Khallasi	2
Operation & Maintenance of Specialised E&M Equipments		
	<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	1
2	<i>Operation of Fire Fighting, Fire Alarm, Public Address Systems</i>	
	Fire Supervisor (Passed out from any National Fire Training Institute)	1
	Fire Alarm Technician	3
	Fire Pump Operator	2
3	<i>DG Sets and electric substation</i>	
	Operator	2
4	<i>Operation of BMS system, Sound (Audio & Video) and CCTV basis</i>	
	Operator	2
5	<i>Operation of Lifts</i>	
	Lift Operator	2
	Graduate Lift Operator (specially for VIPs)	-
6	<i>Operation of TR HVAC plant</i>	
	AC Plant Operator	3
	Helper	1
7	<i>Operation of Sewage Treatment Plant (STP)</i>	

	STP Operator	1
8	<i>Operation of Bore-well ! WTP and water pumps ! RO Plant</i>	
	Pump Operator	1
	Helper	-
B) HOUSEKEEPING SERVICE		
1	Supervisor (General & Housekeeping work)	4
2	Housekeepers	35
3	Audio Visual Equipment Operator cum Caretaker	2
C) SECURITY SERVICES		
1	Security Supervisor (Skilled)	2
2	Gunman (Skilled)	1
3	Security Guard (Semi-Skilled)	20

Above is the minimum manpower requirement by the Client:

- ii. 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 its own cost.
- iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the selected bidder during contract phase and as required from time to time. The payment of such manpower shall be consistent with the rate quoted by the bidder for such manpower in the financial proposal.
- iv. 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.
- v. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- vi. 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.
- vii. 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.
- viii. State minimum wages will be applicable for manpower deployment.
- ix. ***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.***

I. 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
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	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
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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 Equipment:

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

2. Proposed list of Materials / Consumables to be used

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

Note:

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

Yours sincerely,

Authorized Signature [In full and initials]

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

**FORM-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 :**

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

FORM-T11: PROPOSED WORK PLAN

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

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

Authorized Signatory(In Full and initials)_____

Name and Designation with date and Seal_____

FORM-T12: DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

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

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

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

B. Description of Approach and Methodology.

Key guiding principles for the study.

Proposed framework.

Information matrix.

Any other issues.

C. Methodology to be Adopted.

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

Detail research design including sample design and estimation procedure.

Field process protocol control.

Suggestive tools for data collections.

Analysis of field data and preparation of reports.

Any other issues.

D. Staffing and Study Management Plan.

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

(Graphical representation.)

Authorized Signatory(In Full and Initials)

Name and Designation with date and seal

FORM-T13: FORMAT FOR BID SECURITY DECLARATION

(On Bidder's Letter head)

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

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

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

Name of the Authorised Representative:

(Signature of the Authorised representative with date)

Address of the Bidder.

Annexure I : 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	Fuzzy 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 T6.

P.S – Since large areas are involved, use of mechanized cleaning will be preferred.

Annexure II: List of Consumables to be used

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. Brass
- 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

P.S - Disinfectant, sanitizers etc. are to be provided by CFM Agency as per the State/Central guideline.

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

Not Required , as scope of AMC is not covered under this Comprehensive Facility Management Services (CFMS) contract.

Authorized Signature [In full and initials]

Name and Designation of Signatory:

Name of the Bidder:

Address:

Section 4 : Financial Proposal

Form F1: Financial Proposal Submission Form
(On the letterhead of the Bidder)

Location & Date

To
The Director of Agriculture & Food Production,
Odisha, Krushi Bhawan, Bhubaneswar.

Sub: Selection of Agency for Providing Comprehensive Facility Management Service for the KrushiBhawan, Bhubaneswar

Dear Sir,

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

Having gone through the RFP and having fully understood the scope of work for captioned assignment as set out in the RFP; we are pleased to quote the following lump sum fees (exclusive of GST) for the proposed service for the 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,

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

Authorized Signature
[In full and initials]

Form F2: Financial Bid

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

Note: 1. Financial bid would mean Annual Comprehensive Facility Management Cost for 1st year (as provided by the Bidder in Sl .No. :1 in the above table) payable to Facility Management Service Provider (FMS)

Conditional price bid will be out rightly rejected.

2. Escalation on Annual Comprehensive Facility Management Cost would be applicable as per clause 1.10.3 of RFP.
3. FMS would not be paid any other costs from apart above service.
4. This RFP is for providing comprehensive facility management services as per Service Level Requirements. 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, equipments and consumables (expect fuel) etc. required for providing the services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid.
5. Bidder will be shot listed as per criteria mentioned in the RFP. Bidder shall read the conditions very carefully. The financial bids would be ranked/ compared as per the quoted amount exclusive of GST.

Name and Designation of Signatory:**Signature****Name of the Bidder:****Address:****Authorized****[In full and initials]**

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

Sl. No.	Description of Item	Qty (No.)	For 1 Year		
			Unit Price (per month inclusive of all statutory dues) (IN INR)	Total Price per month IN INR	Total Cost (IN INR) for one year
1	Remuneration of Man Power				
a.	House Keeping & sanitation services Staff				
b.	Caretaker & Watchman services staff				
c.	Parking management staff				
d.	Waste management staff				
e.	Pest management staff				
f.	Help desk and front desk management staff				
2.	Charges towards hiring of equipments & consumables	In Lump Sum			
3.	Cost of Operation and maintenance of all electrical & mechanical equipment				
4.	Other expenses (Pl. Specify)				
Total Cost (Rs.)					
In Words					

Authorized Signature
(In Full & Initials)

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

Section –5 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 fulfillment 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 nonperformance 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 utilized for the purpose

Annexure- C: List of Manpower to be deployed at the project location

Annexure- D : Payment Term

Signature of Authorized Representative

(Client)

(Comprehensive Facilities Management)

Witnesses:

On behalf of Client

1.

2. On behalf of Comprehensive Facilities Management Service Provider

1.

2.

