

# REQUEST FOR PROPOSAL

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## Selection of Agency for Comprehensive Facility Management Services for Mahodadhi Market Complex, Puri, Odisha



January 2023



**Secretary, Puri Konark Development Authority  
VIP Road, PKDA Square, Puri 752001.**

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("**RFP**") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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## GLOSSARY

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below.

<b>Addendum or Addenda</b>	means an addendum or addenda to this RFP.
<b>AMC</b>	means annual maintenance contract.
<b>AMC List</b>	has the meaning given to it in Clause 17.1.1(a) of the RFP.
<b>AMC Management Fees</b>	means the management fee to be paid to the CFMS Provider for managing the AMCs entered into for the equipment as per the AMC List.
<b>Annexure</b>	means an annexure to this RFP.
<b>Annual Comprehensive Facility Management Cost</b>	means the total cost quoted by a Bidder in its Financial Proposal for providing the Comprehensive Facilities Management Services for each year during the Contract Period, which must include all taxes and duties (except GST) and all other costs and expenses that may be incurred by the Bidder over the life of the Project.
<b>Applicable Laws</b>	means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, GoO, any government authority or any local government having jurisdiction over the Parties, the Facility or the Services, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement.
<b>Associate</b>	means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity.
<b>Bid Process</b>	means the bidding process undertaken by the Client to award the Services to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issuance of this RFP and will end on the date that the Agreement is executed with the Selected Bidder.
<b>Bidder</b>	means an interested Person which submits a Proposal to the Client in accordance with this RFP, and <b>Bidders</b> shall be construed accordingly.
<b>Bidder Data Sheet</b>	means the table with critical dates and milestones set out in Section 1 of this RFP.
<b>CFMS Provider</b>	has the meaning given to the term in Clause 16 of the RFP.
<b>Clause</b>	means a clause of this RFP.
<b>Client</b>	means Puri Konark Development Authority (PKDA).

<b>Comprehensive Facility Management Services</b>	means the entire set of services to be provided by the CFMS Provider to the Client in accordance with the Scope of Work.
<b>Conflict of Interest</b>	has the meaning ascribed to it in Clause 21.1.
<b>Contract Price</b>	means the total contract price payable to the CFMS Provider based on the Annual Comprehensive Facility Management Cost, but excluding any payments made for consumables, AMC costs (including AMC management fees) and other reimbursables.
<b>Contract Period</b>	has the meaning given to it in Clause 16.2.
<b>Control</b>	means, with respect to a Person: <ul style="list-style-type: none"> <li>(a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or</li> <li>(b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise,</li> </ul> and the term <b>Controlled</b> shall be construed accordingly.
<b>Eligibility Criteria</b>	means the eligibility criteria set out in Clause 9 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal.
<b>EMD</b>	means earnest money deposit.
<b>Facility</b>	means the <i>Mohadadhi Market Complex, Puri Town</i> Odisha at which the Selected Bidder is required to undertake and perform the Comprehensive Facility Management Services in accordance with the Services Agreement and the Scope of Work.
<b>Financial Proposal</b>	means the financial proposal to be submitted by a Bidder in accordance with this RFP.
<b>Financial Proposal Format</b>	means the excel sheet format for the Financial Proposal uploaded by the Client on the e-Procurement Portal.
<b>Financial Year</b>	means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
<b>First Ranked Applicant</b>	means the qualified Bidder with the lowest price offer in the Financial Proposal.
<b>GoI</b>	means the Government of India.
<b>GoO</b>	means the Government of Odisha.
<b>Good Industry Practices</b>	means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.

<b>LOA</b>	means the letter of award that will be issued by the Client to the Selected Bidder in accordance with Clause 20 of the RFP.
<b>O&amp;M</b>	means operation and maintenance.
<b>PBG</b>	means the performance bank guarantee to be submitted by the Bidder in accordance with Clause 18 of this RFP.
<b>Person</b>	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
<b>Pre-Proposal Meeting</b>	means the meeting to be held in accordance with Clause 6.2.
<b>Proposal</b>	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP.
<b>Proposal Due Date</b>	means the last date for submission of the Proposals specified in the Bidder Data Sheet.
<b>Qualification Criteria</b>	means the qualification criteria set out in Clause 11 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
<b>Qualification Proposal</b>	means the proposal to be submitted by each Bidder. As a part of its Technical Proposal, to demonstrate that it meets the Qualification Criteria as set out in Clause 11 of the RFP.
<b>RFP</b>	means this request for proposal dated [●] along with its Annexures and includes any Addenda, if issued.
<b>Rupees or INR</b>	means Indian National Rupees, the lawful currency of India.
<b>Scheduled Bank</b>	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
<b>Scope of Work</b>	means the scope of work to be undertaken by the Selected Bidder for providing the Comprehensive Facility Management Services, as set out in more detail in Section 5 of this RFP.
<b>Section</b>	means a section of this RFP.
<b>Selected Bidder</b>	means the eligible Bidder selected by the Client for award of the Comprehensive Facility Management Services.
<b>Services Agreement</b>	means the services agreement to be executed between the Client and the Selected Bidder, substantially in the format as set out in the RFP.

## Bidder Data Sheet

Sl No.	Particulars	Details
1.	Name of the Client	Puri Konark Development Authority
2.	Method of Selection	Least Cost Basis
3.	Proposal Validity	120 Days
4.	Date of Issue of RFP	17/04/2023
5.	Deadline for Submission of Pre-Proposal Queries	01/05/2023, 5:00 PM
6.	Issue of Pre-Proposal Clarifications	27/04/2023 , 5 :00PM
7.	Pre-proposal meeting	03/05/2023, 4:00PM
8.	Earnest Money Deposit (EMD)	Bid Security of <b>INR 10 Lakhs</b> (Bid Security in the form of an unconditional Bank Guarantee as per format provided in Tech-14 needs to be submitted)
9.	Place of Opening of Proposal:	Puri Konark Development Authority VIP Road, PKDA Square, Puri 752001
10.	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information. For more details on the site visit, please refer to Clause 9.
11.	Proposal Due Date	06/05/2023 at 5:00 PM
12.	Date of opening of Technical Proposal	20/05/2023 at 11:30 AM
13.	Date of Technical Presentation	Shall be intimated later
14.	Date of opening of Financial Proposal	Shall be intimated later
15.	Issuance of the Letter of Award	Shall be intimated later
16.	Signing of the Services Agreement	Within 15 days of issuance of Letter of Award
17.	Performance Bank Guarantee (PBG)	3% of the Annual Comprehensive Facility Management Cost
18.	Contact Person	<b>Secretary</b> Puri Konark Development Authority VIP Road, PKDA Square, Puri 752001 T: 06752-222655 E: <a href="mailto:pkdapuri@gmail.com">pkdapuri@gmail.com</a> ; <a href="mailto:pkdapuri.od@gov.in">pkdapuri.od@gov.in</a>

# Letter of Invitation

**Name of the Assignment: Selection of Agency for Comprehensive Facility Management Services for Mohadadhi Market Complex , Mochi Sahi, Puri Town, Odisha.**

1. The Secretary, Puri Konark Development Authority, Puri, Odisha (the “**Client**”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites reputed agencies, for providing Comprehensive Facility Management Services at for **Mohadadhi Market Complex, Puri Town**, Odisha.
2. A Bidder will be selected under the "**Least Cost Based Selection**" procedure as prescribed in the RFP in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 37323/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
3. The Proposals shall consist of 2 parts: a Technical Proposal and Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.
4. The Technical Proposal shall further consist of 2 sub-parts, an Eligibility Proposal and a Qualification Proposal. The Technical Proposal and Financial Proposal must be submitted on the e-Procurement Portal with all pages numbered serially, along with an index of submission. Submission in any other form shall not be acceptable. In the event that any of the instructions mentioned herein are not adhered to, the Client may reject the Proposal.
5. The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 10,000/- (Ten Thousand Only)** towards **Bid Processing Fee** as prescribed in the RFP failing which the Proposal will be rejected.
6. The last date and time for submission of Proposal, complete in all respect, on the tender portal, is as per the Bidder Data Sheet. The date and time of opening of the Technical Proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the Bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (Sl. NO.16). Representatives of the Bidders may attend the meeting accompanied with an authorization letter on behalf of the Bidder.
7. This RFP includes following sections:
  - a) Letter of Invitation [**Section – 2**]
  - b) Instruction to Bidder [**Section – 3**]
  - c) Terms of Reference [**Section – 4**]

- d) Technical Proposal Submission Forms [Section – 5]**
- e) Financial Proposal Submission Forms [Section –6]**
- f) Draft Contract [Section –7]**
- g) Performance Bank Guarantee [Section – 8]**
- h) Annexure 1 [Bid Submission Checklist]**
- i) Annexure 2 [ Job Specification for Facility Management Services]**
- j) Annexure 3 [ Details of available assets at the facility]**
- k) Annexure 4 [ Service Level Agreement]**
- l) Annexure 5 [ Minimum Manpower Requirement]**
- m) Annexure 6 [ Deduction for Non-Performance]**
- n) Annexure 7: [Indicative list of Key Plant & Equipment to be deployed by the CFMS]**
- o) Annexure 8: [List of Consumables to be used]**

- 8.** While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the Bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all Proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Secretary**

**Puri Konark Development Authority, Puri**

# Instruction to Bidders

## 1. Scope of the RFP

The Client wishes to receive Proposals in accordance with this RFP for award of the Comprehensive Facility Management Services to be provided at the **Mohadadhi Market Complex, Puri Town, Odisha**.

The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform the Client at the earliest. The Client will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the Service Agreement in relation to:

- (a) the Bid Process, the provisions of the RFP shall prevail; and
- (b) the scope of services or any other terms or conditions of the Services Agreement, the provisions of the Services Agreement shall prevail.

## 2. Acknowledgement by the Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Client under this RFP and the Bidder acknowledges that its submission of a Proposal that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;
- (b) received all relevant information requested from the Client;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (d) satisfied itself about all things, matters and information, necessary and required to submit a Proposal;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Services Agreement;
- (f) satisfied itself regarding the suitability of the site conditions to undertake and perform the Services; and
- (g) agreed to be bound by the undertakings provided by it under and in terms of this RFP.

The Client shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

## 3. Bid Processing Fee:

The Bidder must furnish, as part of the Technical Proposal, the required bid processing fee amounting to Rs. 10,000/- (Ten Thousand Rupees Only) through in shape of BD/DD, Drawn in favour of Secretary, PKDA, Puri, Payable in any Nationalized bank at Puri. The Details of PKDA Bank Account can be Downloaded for any of this purpose. After Transaction through NEFT, a line of Confirmation to be intimated along with the tender, failing which the Proposal will be rejected. If any Technical Proposal is not accompanied by the bid processing fee amount, then such Proposal shall be rejected by the Client as non-responsive.

**Details of Bank Account:**

**A/C no:** 2891000100020357

**IFCS:** PUNB0289100

**Bank:** Punjab National Bank, CT Road , Puri-752002

#### 4. Bid Security:

Each bidder shall furnish, along with the Technical Bid, a Bid Security amounting to INR 10 lakh (Rupees Ten Lakh only) in the form of Bank Guarantee for the Project. The Bid Security shall be in the form of an unconditional and irrevocable Bank Guarantee from a scheduled / nationalized bank in India (in the format as Tech-14) in favor of "Puri Konark Development Authority". The Bid Security shall remain valid for a period of 30 days beyond the original validity period for the bid. Any bid not accompanied by an acceptable Bid Security, in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.

The bid security of the bidders other than the preferred bidder will be returned as promptly as possible, but not later than (60) days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later. The bid security of the preferred bidder shall be extended by a period of 90 days beyond the original validity period or till submission of performance security, whichever is later. On submission of the performance security the bid security of the preferred bidder shall be returned.

The bid security will stand forfeited if:

- (a) Bids are withdrawn within the validity period;
- (b) Preferred Bidder fails to sign the Comprehensive Facility Management Services Contract;
- (c) Preferred Bidder fails to provide Performance Security within the stipulated time period;

#### 5. Validity of the Proposal:

Proposals shall remain valid for a period of 120 (One hundred and twenty) days from the date of opening of the Technical Proposal. The Client reserves the rights to reject a Proposal valid for a shorter period as non-responsive. The Client will make best efforts to conduct the evaluation of the Proposals and award the contract within the Proposal validity period. In exceptional circumstances, prior to the expiry of the Proposal validity period, the Client may request Bidders to extend the Proposal validity period.

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

##### 6.2 Clarifications and Queries

- (a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to PKDA through e-mail at [pkdapuri@gmail.com](mailto:pkdapuri@gmail.com). The e-mail must clearly bear the following subject: "PKDA CFMS Project (Mahodadhi Market Complex at Mochi Sahi, Puri Town): Clarifications or Request for Additional Information". All queries or clarification requests should be received on or before the last date for submission of such queries as per Bidder Data Sheet.
- (b) The Client shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bidder Data Sheet. However, the Client reserves the right to not respond to any query or provide any clarification, in its sole discretion. Any clarifications issued by the Client will be clarified through email to the respective Bidders for the purpose of preparation of the Proposal.
- (c) The Client may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Client shall be deemed to be part of this RFP. Should the Client deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under the relevant Clauses.
- (d) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

### 6.3 Pre-Proposal Meetings

- (a) All interested Persons shall be invited to attend the Pre-Proposal Meeting on the date, time and place mentioned in the Bidder Data Sheet. The Client may also choose to hold the Pre-Proposal Meeting through videoconferencing on the date and time mentioned in the Bidder Data Sheet. The purpose of the Pre-Proposal Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
- (b) All interested Persons may nominate up to 3 authorized representatives to participate in the Pre-Proposal Meeting, by confirming the participation of its authorized representatives at the Pre-Proposal Meeting at least 1 day prior to the date of the Pre-Proposal Meeting. Such confirmation shall be sent by e-mail to: [pkdapuri.od@gov.in OR pkdapuri@gmail.com].
- (c) During the course of the Pre-Proposal Meeting, all interested Persons will be free to seek clarifications and make suggestions to the Client.
- (d) Non-attendance at the Pre-Proposal Meeting will not be a cause for disqualification of an interested Person from participating in the Bid Process.

### 7. **Project Inspection and Site Visit**

The Bidder, at its own cost, responsibility and risk, is advised to 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 Bid Process. The Client shall facilitate such site visits provided that the Bidder gives the Client at least 3 days' prior written notice of its intention to visit the site.

### 8. **Preparation and Submission of Proposal:**

8.1 The Proposals submitted by the Bidders shall comprise of the following documents:

(a) Technical Proposal, consisting of:

- (i) an Eligibility Proposal including all documents listed in Section 3 Clause 10 below; and
- (ii) a Qualification Proposal, including all documents listed in Section 3 Clause 12 below.

(b) Financial Proposal in the excel document template uploaded by the Client on the e-Procurement Portal.

8.2 The duly completed Proposal along with other prerequisites documents as per the RFP, shall be submitted on or before the date, time and at the place specified in the Bidder Data Sheet. Proposals received by the Client after the specified time on the Proposal Due Date will not be eligible for consideration and will be summarily rejected.

8.3 It may be noted that the scanned copies can be prepared in PDF file format for the Technical Proposal and in excel format for Financial Proposal.

8.4 Each page of the Technical Proposal and Financial Proposal should be numbered and clearly indicated using an index page.

***Any deviation from the prescribed procedures / information / formats / conditions set out in this RFP shall result in out-right rejection of the Proposal. All the pages of the Proposal have to be signed by the authorized representative of the Bidder. Proposals with any conditional offer shall be out rightly rejected.***

### 9. Eligibility Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

Sl No.	Description	Supporting Document
1	Bidder must not have been barred by the GoI, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per <b>Form TECH-6</b> on stamp paper of appropriate value.
2	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 21 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per <b>Form TECH-7</b>
3	A Bidder must not have any pending judicial proceedings for any criminal offence as on the Proposal Due Date.	An undertaking to this effect must be submitted on the letterhead of the Bidder as per <b>Form TECH-15</b>
4	Bidder should have minimum average annual turnover for last 3 FY of Rs. 10 crores, preceding the year in which the tender is invited	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per <b>Form TECH-3</b>
5	In the 3 Financial Years immediately preceding the Proposal Due Date, the Bidder has not:  (i) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder;  (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities;  (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder.	An undertaking to this effect must be submitted on the letterhead of the Bidder as per <b>Form TECH-16</b>

**[Please Note: Consortium/JV is not allowed]**

### 10. Documents / Formats need to be submitted along with Eligibility Proposal:

The Bidders have to furnish the following documents duly signed in along with their Eligibility Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH- 1) on Bidder's letterhead.
- Bid Processing Fee as applicable
- General Details of the Bidder (TECH - 2)
- Power of Attorney (TECH - 4) in favor of the person signing the Proposal on behalf of the Bidder.
- Undertaking for Non-Blacklisting (TECH-6)

- Undertaking regarding Conflict of Interest (TECH - 7)
- Non-Collusion Certificate (TECH-11)
- Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
- Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead
- Format of Bid Security in the form of Earnest Money Deposit (EMD) (TECH-14)

***Bidders should submit the required supporting documents as mentioned above. Eligibility Proposals which do not conform to the Eligibility Criteria, including on account of non-submission of required documents as listed above, may be rejected. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Eligibility Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.***

## 11. Qualification Criteria

Evaluation of the Qualification Proposals will be done only for those Bidders who meet the Eligibility Criteria. The evaluation of each Qualification Proposal shall be undertaken based on the following criteria (**Qualification Criteria**):

<b>S. No.</b>	<b>Qualification Criteria</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Turnover</b>	<b>15</b>
1.1	Minimum average annual turnover for last 3 FY (preceding the year in which the tender is invited) is from Rs. 10 Cr to Rs. 20 Cr	10
1.2	Minimum average annual turnover for last 3 FY (preceding the year in which the tender is invited) is from Rs. 20 Cr to Rs. 30 Cr	12
1.3	Minimum average annual turnover for last 3 FY (preceding the year in which the tender is invited) is above Rs. 30 Cr	15
<b>2</b>	<b>Relevant Project Experience (in providing comprehensive facility management services similar in nature to the services being procured under this RFP, such as operation, maintenance and multi-facility mechanized services in Multi-level Car Parking, Bus Terminals, Market Complex, Commercial and Retail Malls, Buildings, or Institutional Campuses, having a minimum developed area of 1,00,000 Sq. ft.</b>	<b>25</b>
2.1	Minimum 2 assignments for an area equal to, or greater than, the Minimum Area in the last 7 years with a minimum continuous engagement of 12 months in the assignment.	10
2.2	For each additional assignment for an area equal to, or greater than, the Minimum Area in last 7 years, with a minimum continuous engagement of 12 months in the assignment, 5 marks shall be given. Maximum 3 additional projects will be considered for evaluation – Max 15 marks	15

<b>3</b>	<b>Resources &amp; Work Plan (refer Form-T9 &amp; Form-T13)</b>	<b>20</b>
3.1	Proposed manpower, standard operating procedure and quality control mechanism	10
3.2	Work Plan, manpower deployment modalities, grievance redressal protocol, value provided to clients etc.	10
<b>4</b>	<b>Technical Presentation</b>	<b>40</b>
4.1	Approach & methodology	20
4.2	Use of Technology in the Services & Innovation in proposed project	10
4.3	Case Studies and Success stories in existing/past projects	10

## 12. Documents to be submitted along with the Qualification Proposal

The Bidders have to furnish the following documents duly signed in along with their Qualification Proposal:

- Financial Capacity Certificate (TECH-3)
- Bidder's Past Experience (TECH-5)
- Commitment for Proposed Equipment & Material (TECH - 8)
- Proposed Technical Manpower Deployment Plan (TECH-9)
- Quality Control Mechanism (TECH-10)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 12)
- Proposed Work Plan (TECH - 13)

***Bidders should submit the required supporting documents as mentioned above. Qualification Proposals which do not meet the Qualification Criteria, including on account of non-submission of required documents as listed above, may be rejected. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Qualification Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.***

## 13. Opening of the Technical Proposal:

- (a) The Client will prepare a record of the opening of the Technical Proposals that will include, as a minimum, the names of the Bidders from whom Proposals have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record. The proposal should be received through Regd Post/Speed Post/Courier Services only within the stipulated date and Time.
- (b) The qualification of Bidders will be entirely at the discretion of the Client. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
- (c) Any information contained in a Technical Proposal will not in any manner be construed as binding on the Client, its agents, successors, or assigns; but will be binding on the Bidder.

- (d) Once the Technical Proposals have been opened, the Eligibility Proposals shall be evaluated, and all Bidders whose Eligibility Proposals meet the Eligibility Criteria, shall qualify for the evaluation of their Qualification Proposals. Once the Qualification Proposals have been evaluated, Bidders whose Qualification Proposals meet the Qualification Criteria will be informed of a date, time, and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present.

#### **14. Evaluation of Proposals:**

A three-step evaluation process will be conducted as explained below for evaluation of the Proposals:

##### **14.1 Preliminary Evaluation (1<sup>st</sup> Stage):**

(a) Responsiveness Check:

Prior to the evaluation of the Technical Proposal, the Technical Proposal shall be assessed to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:

- (i) the Proposal has been uploaded by the specified time on the Proposal Due Date;
- (ii) the Technical Proposal and all documents specified in Section 3 Clauses 10 and 12 are received in the prescribed formats;
- (iii) the Technical Proposal contains all the information and documents (complete in all respects) as requested in this RFP;
- (iv) the Proposal does not contain any conditions or qualifications;
- (v) the Technical Proposal has been signed in accordance with the requirements of this RFP.

(b) **Eligibility Check:**

Once a Technical Proposal is found to be responsive, the Eligibility Proposal shall be evaluated to determine if the Bidder meets the Eligibility Criteria as set out in this RFP.

***\* Proposals which do not comply with any of the above requirements will be out rightly rejected at the discretion of the Client. No request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposal.***

##### **14.2 Technical Evaluation (2nd Stage):**

- (a) Evaluation of the Qualification Proposal will be done only for those Bidders who meet the Eligibility Criteria. The Technical evaluation of each Qualification Proposal shall be undertaken based on the following Qualification Criteria set out in this RFP.
- (b) Prior to completion of the evaluation of the Qualification Proposal, the Bidder shall be invited to put forward a technical presentation. The date, time and venue for the technical presentation shall be intimated by the Client at a later stage.
- (c) For each Qualification 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 opening of the Financial Proposal is **70**.

##### **14.3 Financial Proposal**

- (a) The Bidders shall submit the Financial Proposal in the Financial Proposal Format (i.e. in excel format) as provided.

- (b) The Financial Proposal shall contain the Man Month Rate for each category of staff proposed to be deployed by the Bidder for the provision of the Comprehensive Facility Management Services.

#### **14.4 Financial Evaluation (3<sup>rd</sup> Stage):**

- (a) The Financial Proposals of only those Bidders who have passed the technical evaluation (2nd Stage) with a minimum score of 70 shall be opened in the presence of the Bidder's representatives who wish to be present with a proper authorization letter.
- (b) The name of the Bidder along with the quoted Annual Comprehensive Facility Management Cost will be announced during the Financial Proposal opening. If there is only 1 qualified Bidder, the Client may, at its sole discretion, decide to open this Bidder's Financial Proposal. The Annual Comprehensive Facility Management Cost for each Bidder shall be calculated by multiplying the Man Month Rate quoted by such Bidder for each category of staff in its Financial Proposal and the minimum number of staff to be deployed in such category (as set out in Financial Proposal Format) for the provision of Comprehensive Facility Management Services.
- (c) Following the opening of the Financial Proposals, the Client shall evaluate the Financial Proposals for responsiveness. If a Bidder quotes more than 1 (one) Man Month Rate for the same category of staff in its Financial Proposal, then such Financial Proposal shall be deemed to be non-responsive.
- (d) The Client shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.

#### **15. Financial Proposal Evaluation Process:**

- 15.1 **Least Cost (LC)** method will be followed to evaluate the Financial Proposals. In order for a Bidder to qualify for the opening of its Financial Proposal, it must obtain a minimum score of 70 out of 100 on its Technical Proposal.
- 15.2 The Financial Proposal with the lowest Annual Comprehensive Facility Management Cost shall be marked as the **First Ranked Applicant** while the next lowest Financial Proposal shall be marked as the **Second Ranked Applicant** and so on.

15.3 The **Selected Bidder** shall be the First Ranked Applicant. The Second Ranked Applicant 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.

15.4 For the purpose of evaluation of the Financial Proposals, the Annual Comprehensive Facility Management Cost quoted by the Bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the Client).

## 16. Implementation Process & Contract Period

The date on which the Service Agreement is signed between the Client and the Selected Bidder (i.e., the **CFMS Provider**), or any other date as may be mutually agreed on by the Client and the Selected Bidder, will be identified as the '**Commencement Date**'.

### 16.1 Mobilization Period

The CFMS Provider 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 is completed will be identified as the '**Effective Date**'.

The Client may request the CFMS Provider to mobilize a part of the team on priority (if need be) during mobilization period and the CFMS Provider shall extend any required assistance to the Client if such request is raised.

### 16.2 Contract Period

The Contract Period shall start from the '**Effective Date**' as defined above and shall be valid for a period of **3 years** (i.e., 36 Months), subject to review of performance at end of YEAR-ONE and so forth.

## 17. Payment Terms and Escalation

17.1.1 Payments to the CFMS Provider will be made as follows:

### (a) Payment for Annual Maintenance Contract (AMC) of branded items:

- Within [30 (thirty)] days from the Commencement Date, the designated engineer / nodal department in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require, or have, an AMC (AMC List).
- In accordance with Clause 7.16 of the Services Agreement, the CFMS Provider will enter into AMCs for the equipment as set out in the AMC List (except for the equipment for which there is an existing AMC) with the authorized service providers of the relevant equipment and will be reimbursed, on actuals, the cost of the AMCs for such equipment on submission of original bills. For the equipment in the AMC list for which there are existing AMCs, the CFMS Provider shall coordinate with the AMC service providers to ensure timely repair and maintenance of the relevant equipment.
- All technical assessment and adequate scope of the AMC providers will be identified and captured in the AMC by the CFMS.
- The CFMS Provider will be paid 5% of the total AMC charges in the billing period (for both AMCs directly entered into by the CFMS Provider and for AMCs executed by the

Client) as management fees (**AMC Management Fees**).

- The AMC terms and conditions shall be pre-approved by the designated engineer / nodal department in-charge;
- AMC for any 'branded item' not identified initially in the AMC List, or required later, can be given to the CFMS Provider in the same manner, and on the same terms, as described above.

**(b) Payment for manpower resources**

- The payment for the manpower deployed for the Comprehensive Facility Management Services, will be done through equal monthly instalments (depending on the actual manpower deployed and the Man Month Rates quoted by the CFMS Provider in its Financial Proposal) during Contract Period on submission of invoice for the preceding month by CFMS within 5 days and to be paid by Client not later than 7 days thereafter.
- The Client may, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel at the Facility over and above the minimum number of staff and personnel specified in Annexure 5 and the CFMS Provider shall, pursuant to receiving such instructions from the Client, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.
- If the CFMS Provider, in its discretion, needs to deploy any additional staff or personnel at any time during the Contract Period to perform the Services, it shall do so only with the prior written approval of the Client. Payments for such additional staff and personnel approved by the Client shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

**(c) Payment for specific services:**

The payment for certain specific services rendered by the Comprehensive Facility Management Services, will be made through equal monthly instalments (depending on the actual Rates quoted by the CFMS Provider in its Financial Proposal) during Contract

Period on submission of invoice for the preceding month by CFMS within 5 days and to be paid by Client not later than 7 days thereafter. These services are:

- General Pest Control, Disinfestations Treatment, Rodent Control, Fly Control and Mosquito Control
- Maintenance of doors/windows/Furniture & Furniture
- Maintenance of traditional Ceiling
- Other false ceiling

The requirements related to these services are detailed out in the 'Scope of Work' of this document. Please note that no separate costs related to manpower or consumables shall be payable for these services.

**(c) Payment for Consumables**

- An indicative list of consumables to be used in providing the Services is set out in Annexure 8. Within [30 (thirty)] days from the date of execution of the Agreement, the CFMS Provider will provide a 'List of Consumables' along with Rate (detailing the allowable usage of consumables based on the

scope of work and SLAs); to the ‘**Consumables Consumption cum Rate Approval Committee**’ formed by the Client.

- This committee shall also consult the CFMS Provider prior to issuing the approval. The Rates of Consumables shall be reviewed after every 6 months.
- The CFMS Provider shall be required to raise bills for the consumables as per the consumption and rates fixed by the above committees **on a monthly basis**. The quantities of the consumables for which the CFMS Provider will be reimbursed will not exceed the quantity approved by the Client's committee. Further, the cost of such consumables as set out in any bills raised by the CFMS Provider shall be calculated based on the rates approved by the committee.
- Any consumables which are not identified initially, but are required at a later stage, may be added in the same manner, and on the same terms, as described above.

**(d) Other items / spares (Safety Stock)**

- Within [30 (thirty)] days from the Commencement Date, the engineer appointed by the Client, along with the CFMS Provider shall prepare a safety stock list (**Safety Stock List**) detailing the monthly stock of items, spares, components etc. to be kept at the Facility for maintenance of the Facility (including electrical systems, horticultural services, sanitation and hygiene services or first aid services etc.). The Safety Stock List shall be updated on a monthly basis by the CFMS Provider to reflect the actual usage of such spares, components and items in order to prevent unnecessary accumulation of such spares, components and items at the Facility. The updated Safety Stock List shall be submitted by the CFMS Provider to the Engineer/Officer-in-Charge.
- Any replenishment of the items identified in the Safety Stock List will be done from the facility's stock and no additional payments will be made to the CFMS Provider for those items.

**(e) Escalation of Manpower Cost**

The Annual Comprehensive Facility Management Cost shall be escalated by **5% per annum** during the Contract Period against the Annual Comprehensive Facility Management Cost paid to the CFMS Provider for the immediately preceding year. The following example is for illustration purposes:

<b>1<sup>st</sup> Year</b>	No enhancement
<b>2<sup>nd</sup> Year</b>	5% enhancement on Annual Comprehensive Facility Management Cost paid in 1 <sup>st</sup> Year
<b>3<sup>rd</sup> Year</b>	5% enhancement on Annual Comprehensive Facility Management Cost paid in 2 <sup>nd</sup> Year

**(f) Change in Law**

If, after the Proposal Due Date, there is a Change in Law (as defined in the Services Agreement) which increases the minimum wages or statutory wages payable to workers and labor deployed by the CFMS Provider, the resultant increase in costs, including the basic differential cost of minimum wages for unskilled, semi-skilled and high skilled labor together with ancillary cost implications on aspects such as increased PF or ESI, will be to

the Client's account and shall be paid over and above the Annual Comprehensive Facility Management Cost payable to the CFMS Provider.

## **18 Performance Bank Guarantee (PBG):**

- 18.1 Within 7 days of issuance of the Letter of Award, the Selected Bidder shall furnish an unconditional, irrevocable, and on-demand Performance Bank Guarantee amounting to 5% of the Annual Comprehensive Facility Management Cost (as accepted) from a Scheduled Bank situated in Puri/ Bhubaneswar in favor of Secretary, Puri Konark Development Authority, as per the format at Annexure-II. The PBG shall be valid for a period of three months beyond the Contract Period (calculated from the Effective Date). The PBG shall secure the CFMS Provider's obligations under the Service Agreement. The PBG shall be released immediately after three months of expiry of the Contract Period provided there is no breach of contract on the part of the CFMS Provider and subject to the Client's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.
- 18.2 It is expressly understood and agreed that the PBG is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the PBG is not to be construed solely to cover all the damages payable by the CFMS Provider as detailed / stipulated in the Service Agreement.
- 18.3 Should the Contract Period, for whatever reason be extended, the CFMS Agency shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Client before the expiry date of the PBG originally furnished.
- 18.4 Appropriation of PBG in case of failure to commence operations: In addition to any other events for which the Client may have a right to forfeit the PBG under this RFP or the Service Agreement, the PBG shall be forfeited if the CFMS Provider fails to commence operations of the Comprehensive Facility Management Services as per the requirements of this RFP and the Service Agreement.
- 18.5 Upon occurrence of a CFMS Provider default under 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 PBG as damages for such default. Upon such appropriation from the PBG, the CFMS Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire PBG provide a fresh PBG, as the case may be, failing which the Client shall be entitled to terminate the Service Agreement.

## **19 Contract Negotiation**

After the Selected Bidder is chosen, the Client may choose to hold contract negotiations at a date, time and address to be intimated to the Selected Bidder. The Selected Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. The representative conducting negotiations on behalf of the Selected Bidder must have written authority to negotiate and conclude the contract. Negotiations may be undertaken on technical aspects, if any, and on the availability of proposed professionals, competence etc.

## **20 Award of Contract:**

- 20.1 After completion of any negotiations, the Client shall, issue the letter of award (LOA) to the Selected Bidder:
- (a) declaring it as the Selected Bidder;
  - (b) accepting its Financial Proposal;
  - (c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 days of

issuance of the LOA, indicating the date on which it proposes to execute the Service Agreement, which in no event shall be later than 15 days from the date of the LOA; and  
(d) requesting it to submit the PBG in accordance with Clause 18.

20.2 The Client shall also notify all other Bidders about the result of the selection process.

## **21 Conflict of Interest:**

21.1 A Bidder shall not have a conflict of interest (**Conflict of Interest**). A Bidder, shall be considered to have a Conflict of Interest if the Bidder or its Associate:

- (a) is under common Control with any other Bidder or Associate.
- (b) has direct or indirect shareholding or other ownership interest in any other Bidder, or its Associate; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or Associate in the other Bidder, or Associate is less than 5% of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act; or
- (c) receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or
- (d) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this RFP.
- (e) has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Client regarding the Bid Process; or
- (f) submits more than one Proposal under this RFP (including through its Associates). This will result in the disqualification of all such Proposals submitted by the Bidder and its Associates; or
- (g) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

21.2 A Bidder, or its Associate, shall also be deemed to have a Conflict of Interest in the following circumstances:

- (a) **Conflicting Assignment/job:** A Bidder or any of its Associates shall not be hired for any assignment/job/maintenance that, by its nature, may be in conflict with the Comprehensive Facility Management Services being procured under this RFP to be executed for the Client.
- (b) **Conflicting Relationships:** A Bidder that has a business or family relationship with a member of the Client or GoO's staff who is directly or indirectly involved in any part of:
  - (i) the preparation of the Terms of Reference.
  - (ii) the Bid Process, or
  - (iii) Supervision of the Service Agreement,

unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.

- 21.3 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 the Service Agreement.

## **22 Disclosure:**

- 22.1 Bidders have an obligation to disclose any actual or potential Conflict of Interest. Failure to do so may lead to disqualification of the Bidder or termination of the Service Agreement.
- 22.2 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 22.3 Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
- a criminal offence or other serious offence punishable under Applicable Law, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

## **23 Fraud and Corrupt Practices**

- 23.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Client may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- 23.2 Without prejudice to the rights of the Client under Clause 21(a) above, in the event that a Bidder is found by the Client to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Client, either indefinitely or for a stated period of time from the date such Bidder is found by the Client to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- 23.3 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of the Financial Proposals, and recommendation for award of contract, will result in the rejection of the Proposal.
- 23.4 For the purposes of this Clause 23, the following terms will have the meanings given to them below:
- (a) **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this RFP or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Client, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);

- (b) **fraudulent practice:** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- (c) **coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (d) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 21); and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

## **24 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 Proposals 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 shall be rejected by the Client. Bidders are required to submit a certificate in the format as set out in Form T-11 under Section 3 of the RFP document as a part of their Proposals.

## **25 Language of Proposals**

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

## **26 Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bid Process. A Bidder is not allowed to submit more than one proposal under the selection process.

## **27 Governing Law and Jurisdiction:**

The Bid Process, this RFP and the Proposals shall be governed by, and construed in accordance with, the laws of India. The competent courts at Puri/ Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Proposals.

## **28 Confidentiality:**

- 28.1 All documents and other information provided by the Client or submitted by a Bidder to the Client will remain or become the property of the Client, as the case may be. Bidders should not use any information provided by the Client in connection with the Bid Process for any purpose other than for preparation and submission of their Proposals.
- 28.2 The Client will treat all information, submitted as part of a Proposal as confidential and will

require all those who have access to such material to treat it in confidence. The Client may not divulge any such information or any information relating to evaluation of the Proposal or the qualification of Bidders unless:

- (a) such publication is contemplated under this RFP;
- (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Client or the Bidder on matters arising out of or in connection with the Bid Process;
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Client or as may be required by law (including under the Right to Information Act, 2005); or
- (e) in connection with any legal process.

### **29 Amendment of the RFP Document:**

At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum at <https://tendersodisha.gov.in>. Any such addendum will be binding on all the Bidders. The Bidders are required to read the RFP with any addenda/amendments that may be issued in accordance with this Clause 27. Any oral statements made by the Client or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP. To give bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals. The Client will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Proposal. The Client assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

### **30 Client's Rights**

- 30.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;
  - (c) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
  - (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
  - (e) reject any Proposal, if:
    - (i) at any time, a material misrepresentation is made or uncovered;
    - (ii) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal; or
    - (iii) the Client finds any Proposal to be unreasonable, impractical or unviable.
  - (f) accept or reject a Proposal, annul the Bid Process and reject all Proposals, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.
- 30.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the Selected Bidder for the Project gets disqualified or rejected, then the Client reserves the right to:

- (a) invite all the remaining qualified Bidders to match the quote offered by the Selected Bidder (i.e. the lowest quote);
  - (b) if only one qualified Bidder matches the quote of the Selected Bidder, then such qualified Bidder will be declared the Selected Bidder. If more than one qualified Bidder matches the Selected Bidder's quote, then the qualified Bidder who quoted the lower amount in the first round of bidding shall be declared the Selected Bidder;
  - (c) if no Bidder matches the Selected Bidder's quote, then the Client may, at its sole discretion, invite fresh Financial Proposals from all qualified bidders except the Selected Bidder or annul the Bid Process. If the Client invites fresh Financial Proposals, then only such Financial Proposals will be considered which are lower than the second lowest quote discovered through the first round of bidding.
- 30.3 If it is found during the Bid Process, at any time before signing the Service Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified. If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Service Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Client to the Selected Bidder.
- 30.4 Upon any disqualification, cancellation or termination in accordance with this Clause 28, the Client will not be liable in any manner whatsoever to the Bidder. Additionally, the Client will have the right to forfeit and appropriate the PBG if the Service Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Client as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that Client may have under the RFP, the Service Agreement or Applicable Laws.

### **31 Disqualification of Proposal:**

A Proposal is liable to be disqualified and rejected by the Client in the following cases:

- a) the Proposal has been submitted without the Bid Processing Fee;
- b) the Proposal has not been submitted in accordance with the procedure and formats as prescribed in the RFP;
- c) during the validity of a Proposal, as may be extended, the Bidder increases his Price Offer;
- d) the Proposal is received in an incomplete form;
- e) the Proposal is received after the Proposal Due Date;
- f) the Proposal is not accompanied by all the requisite documents / information;
- g) the Proposal submitted is with assumptions, conditions, qualifications, conditions or uncertainty;
- h) the Proposal is not properly sealed or signed;
- i) the Proposal does not conform to the requirement of the scope of the work of the assignment;
- j) the Bidder is in breach of Clause 21 of this RFP at any point of time during the Bid Process;
- k) if, the Technical Proposal (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the Bidder) is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Financial Proposal.

# Terms of Reference

## Project Background

The Government of Odisha has focused on development of basic infrastructure at Puri as the place has worldwide attraction for Mahaprabhu Shri Jagannath Temple. For this, ABADHA scheme was launched in 2017. Under this scheme Construction of **Mahodadhi Market Complex at Mochi Sahi** Chhak is one of the projects. The building has seven storied configurations (B+G+5) with 4-wheeler Parking for 90 Units, vending space for 204 Units of at 12 Sqm each, two floors (4th & 5th) Commercial Space and also providing fully Air conditioning except the parking location.

Site 3478.7 sq.m

Basement area Sqm 2883

Ground floor area Sqm 1462

First floor area Sqm 1297

Second floor area Sqm 1328

Third floor area Sqm 1456

Fourth Floor area Sqm 1211

Fifth Floor area Sqm 989

Parking for 4-wheeler Units 90 Nos.

Vending space @ 12Sqm each Units 204

## Project Objective

The objective is to select eligible Bidders to provide Comprehensive Facility Management Services to the Client at the Facility. The Service Agreement shall have an initial term of three years, which may be renewed for another year, subject to satisfactory performance of the CFMS Provider, with the mutual consent of both the parties. The broad services expected from the CFMS Provider are as follows:

- (a) supervision and maintenance of the market complex;
- (b) operation and maintenance of all MEP equipment;
- (c) housekeeping and sanitation services;
- (d) security, caretaker & watchman services;
- (e) horticulture, gardening, and landscape maintenance;
- (f) management of information desk;
- (g) waste management;
- (h) parking and visitor management;
- (i) general pest control;
- (j) reporting and complaint management;
- (k) coordination with other service providers;
- (l) cleaning of internal roads, building facade and drains;
- (m) building plumbing, carpentry and masonry services;
- (n) crisis management including primary firefighting and rescue operations;

## Scope of Services

The scope of work under the Service Agreement is as set out below:

### (a) Maintenance Services

The CFMS Provider shall be responsible for break down maintenance, preventive maintenance and shall coordinate, administer, and certify works of main contractors, manufacturers and AMC service providers as per the terms and conditions stipulated in this RFP. In particular, these activities shall mean:

1. Break down Maintenance:

The CFMS Provider shall be responsible for supervising and coordinating breakdown maintenance. If a breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, the CFMS Provider shall coordinate with the equipment suppliers/contractors to arrange for repair and rectification under the relevant defect liability period or equipment warranty period, as may be applicable.

2. Preventive Maintenance:

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

3. Management:

- Co-ordination with contractors for rectification of defects falling under warranty or defects liability periods.
- Co-ordination with vendors / suppliers /manufacturers for preventive maintenance.
- Supervise, administer and certify works of main contractors / manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- 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.
- MIS Reporting for overall management of services.
- Co-ordination (with PKDA Officials) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

**The CFMS Provider shall be liable to perform/undertake following services:**

- (i) Preserving the facility, its equipment 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 CFMS Provider, the same shall be procured by the CFMS Provider at their own cost for preservation of all project equipment.
- (iv) Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and coordinate with the engineer appointed by the Client to update such inventory on a weekly basis.
- (v) Prepare lists of probable spare parts, electrical and mechanical items, AC spares including split units etc. and DG spares and coordinate and supervise for availability of these spares for items under AMC.
- (vi) Prepare annual building surveys and a program for repairs along with submitting an action plan. (To be prepared in consultation with PKDA)
- (vii) Operation of all equipment in the facility, including conducting minor repairs and replenishment of items such as electric lights, LED bulbs etc.
- (viii) Repair & rewinding of ventilation fans, pumps, motors geyser, oil heater etc. (after the relevant defects liability period/warranty period).
- (ix) Daily operation of all electrical power system- incoming and outgoing and DG sets and minor

- maintenance including 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.
  - (xiii) Pre-start checks on all systems and facilities before putting the systems and facilities into operation in accordance with equipment manufacturers' start-up procedures;
  - (xiv) Operational start-up, running, monitoring and shutdown of equipment and facilities should meet and maintain demand loads, to ensure safe, efficient and reliable services to all installed facilities in accordance with the equipment manufacturers' standards and procedures;
  - (xv) Decommission/shutdown of an equipment service when required in accordance with the manufacturer's servicing and maintenance procedures;
  - (xvi) The submission of an equipment failure analysis report within 48 hours after the occurrence of failure indicating the equipment or component that failed, all the relevant information relating to the failure, the cause of the failure, the restoration of the equipment and the recommendations proposed to prevent or minimize recurrence of failure. Failure analysis report shall be comprehensive enough so that the root cause of recurring equipment failures or systems inefficiencies can be spotted and corrected.
  - (xvii) Witness testing and commissioning procedures for new equipment, installations, alterations and attend/undertake any required training to enable maintenance of said equipment/installations.

## **(b) Operation Services**

The operation services to be performed under the Scope of Work include:

### **I. Operation of Equipment and Fixtures**

- (i) The CFMS Provider shall ensure day to day unhindered running of the entire Facility as per the satisfaction of the Client and shall undertake day to day repairs as might be required.
- (ii) CFMS Provider 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 CFMS Provider shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with operation and maintenance manuals provided by contractors appointed by the Client or the manufacturers of such equipment and ensuring safety of equipment and personnel using it. (some details of pumps, AC, Lifts, Sewerage System, plumbing, Fire Fighting, and other electrical works are enclosed in the RFP).
- (iv) The CFMS Provider shall ensure that day to day 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 CFMS Provider will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- (vi) The CFMS Provider shall operate all equipment, 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 CFMS Provider shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.
- (viii) The CFMS Provider shall operate and maintain the complete access control system, Fire alarm system, CCTV System, PA system and any other systems as installed at the Facility.
- (ix) The CFMS Provider 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 manuals carefully, at all times throughout the Contract Period. Any damage done to the exhibits/ artefacts / equipment due to non-maintenance of required ambient room parameters will be the responsibility of CFMS Provider and the CFMS Provider shall make good the damaged exhibit / artefacts / equipment's at his own cost.

However, the services described above shall not be deemed to be exhaustive and shall include all other services required to be performed by the CFMS Provider for operating the Facility in accordance with Good Industry Practices and delivering the Services as per the satisfaction of the Client. The CFMS Provider shall maintain the service levels and maintain minimum manpower as per detailed scope described below.

## **II. Housekeeping and cleaning Services –**

### *a) General Cleaning Services: The CFMS Provider shall*

- (i) Perform routine cleaning of the internal and external areas to meet the required service standard.
- (ii) Ensure cleanliness of all common spaces and space inside the location within facility.
- (iii) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).
- (iv) Provide additional housekeeping services as and when required by the Client.
- (v) Deploy equipment 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 the CFMS Provider.
- (vi) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the premises at any time during the Contract Period other than for repairs. In case such repairs take more than a week, the CFMS Provider shall arrange to provide alternate equipment for the facility.
- (vii) Adopt a proactive approach to the delivery of these services. to the CFMS Provider shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.
- (viii) 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.
- (ix) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- (x) Polishing / vacuum cleaning / cleaning of floors and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry.
- (xi) Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Client.
- (xii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- (xiii) Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheatres, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- (xiv) 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).
- (xv) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- (xvi) 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.
- (xvii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- (xviii) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
- (xix) The CFMS Provider shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows,

glass, restrooms, etc.), that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process.

- (xx) The CFMS Provider shall be primarily responsible in the management of wastes from offices and restrooms including collection and storage. It shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the premises to the designated disposal site.
- (xxi) The CFMS Provider shall ensure that all consumables are always available for use by building occupants. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. CFMS Provider shall be required to manage and monitor inventories and inform the Client in good time to re-order. This shall also apply to building furniture and other miscellaneous equipment/facilities.

*b) Cleaning of Toilets*

- (i) All sanitaryware 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) CFMS Provider 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 the Client.
- (iii) CFMS Provider shall ensure that 100% of recyclable waste is being recycled.
- (iv) CFMS Provider 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 the GoI / GoO and Puri Municipality.
- (vi) Renovation debris is to be stored at designated space at designated area.
- (vii) The CFMS Provider 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.
- (ix) The CFMS Provider shall provide appropriate and road-worthy waste collection vehicle to prevent the spilling of garbage leachate and emitting odor while in transit from the premises to the accredited disposal area.
- (x) The CFMS Provider shall ensure that the garbage trucks, as may be required, are provided with sufficient tarpaulin sheets to cover the wastes collected. Preferably, the CFMS Provider shall use garbage trucks with compactor to collect and compact waste materials.
- (xi) The CFMS Provider shall clean the garbage disposal van or the garbage disposal site

including the adjacent areas affected by the hauling or removal of garbage before leaving the premises. The CFMS Provider shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

*d) General Pest Control*

The CFMS Provider 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 CFMS Provider shall take the following control measures:

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

(ii) Rodent Control

Pest Covered: Domestic/Field Rodents.

The CFMS Provider shall take the following control measures:

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

(iii) Fly Control

The CFMS Provider shall take the following control measures:

- Sanitation
- Chemical control
- Frequency: Monthly as per client schedule and need based.

(iv) Vector Control

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

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

**e) Housekeeping Monitoring and Control:**

For better management and smooth services, the following monitoring mechanism will be adopted by the CFMS Provider:

**1. Toilets Checklist:**

The CFMS Provider shall maintain a checklist covering cleaning and sanitation of toilets. This checklist is to be attached on the back of the toilet door. It is to be updated and filled up by the CFMS Provider on duty at regular intervals each time the toilet is cleaned.

**2. Common Areas Housekeeping:**

The CFMS Provider shall maintain a register covering details of the cleaning and

sanitation of common areas such as lobbies, corridors, temple, staircases etc. This register shall be updated and filled up by the CFMS Provider on duty at regular intervals each time such common areas are cleaned.

### **III. Operation & Maintenance of MLCP & Help Desk**

The CFMS Provider shall be responsible for Operation & Maintenance of MLCP as per the guidelines provided by the Client. These Services pertain to attending to problems and maintenance issues, which occur on day-to-day basis.

The CFMS Provider shall also undertake the following:

#### **1. Complaints Register:**

The CFMS Provider will maintain complaints register. Each complaint received from the customers, shop owners, or any users at the Facility in the course of provision of the Services will be recorded by the CFMS Provider in the complaint register and assigned a registration/ticket number.

The CFMS Provider will seek to resolve any complaint received within the shortest possible duration. Once a complaint has been satisfactorily addressed and closed, the CFMS Provider will update the status of the complaint in the register. The CFMS Provider will make the complaints register available to the Client and any other engineer/officer-in-charge for inspection, whenever requested by the Client or the engineer/officer-in-charge.

#### **2. Suggestions Book:**

The CFMS Provider will maintain a suggestions book in which any user of, or visitor to, the Facility can record suggestions for the betterment of the Services. To the extent practical, the CFMS Provider shall take on board these suggestions to improve the quality of the Services.

### **IV. Gardening**

The CFMS Provider shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be maintained by CFMS Provider including grass cutting machine and other tools required for maintenance of horticulture areas.

CFMS Provider shall grow seasonal plants and seasonal flowers as deemed fit by the Client to maintain the horticulture/ landscape as per the satisfaction of the Client. CFMS Provider shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc.

Broad Scope of Work will be as follows:

- (a) daily watering;
- (b) weed removing;
- (c) trimming and pruning;
- (d) soil mulching;
- (e) lawn mowing;
- (f) hedges and shrubs cutting etc.;
- (g) cleaning garden areas;
- (h) applying fertilizer or compost manure/vermi culture manure alternate month or as and when required;
- (i) applying pesticides and fungicide alternate month or as and when required;
- (j) maintenance of vermi compost pits;
- (k) disposal of dry/fallen leaves;

- (l) seed collection and sowing;
- (m) rising of nursery;
- (n) preparation and maintenance of planting materials;
- (o) operation of tools, machinery as required for the garden; and
- (p) general maintenance of existing plants, tools, implements etc.

**(c) Management Services**

The CFMS Provider 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:

- (a) 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.
- (b) Take ownership of all the services as described in scope of work and will work as an independent unit.
- (c) Co-ordination with all the stakeholders of the Client, contractors, consultants and other agencies.
- (d) Maintain a record 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.
- (e) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.
- (f) Maintenance of reports, log books etc. for operation & maintenance of various systems & equipment’s, maintenance of equipment history,
- (g) Co-ordinate with main contractor/interior contractor/PMSP for rectifying of defects under the defects liability period.
- (h) Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. The CFMS Provider 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.
- (i) 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.
- (j) Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- (k) 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.
- (l) 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.
- (m) Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.
- (n) Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- (o) Brief the representative on maintenance and operational proceedings on day to day basis.
- (p) The CFMS Provider, within its staff shall provide persons who are trained in first-aid /paramedics to coordinate with First Aid Room in case of emergency.

- (q) The CFMS Provider shall report to a Nodal Officer appointed by Client for the management services as and when required.

#### **(d) Complaint management**

CFMS Provider shall create a complaint kiosk under supervision of the Facility Manager with adequate infrastructure for time bound complaint management. CFMS Provider 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 defined SLA times for responding and closure of complaints by CFMS Provider and based on standards these present guidelines and may be changed by Client from time to time. These defined **SLA are provided in Annexure-4**

To the extent possible, the CFMS Provider shall ensure that vendor/ manufacturer performs their obligations as per their respective contracts. In spite of the efforts made by the CFMS Provider, should any vendors / manufacturers fail to perform their obligations, the CFMS Provider shall notify the Client and ask for necessary action.

#### **(e) Reporting**

The CFMS Provider shall establish a MIS system for reporting. The CFMS Provider 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;
- (d) Attendance Reports; and
- (e) Statutory compliance intimation report.

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Facility Inspection: The CFMS Provider 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 CFMS Provider shall indicate frequency of inspection covering all premises.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- Report on Audits/ drills etc.
- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Client.
- Any other reports as needed from time to time.
- IT assets, stationaries and operating cost required to prepare report is in the scope of CFMS Provider
- CFMS Provider has the option to use /implement any software for managing the Facility.
- CFMS Provider shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: CFMS Provider shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's,

etc. including their renewal dates. CFMS Provider shall monitor and intimate the Client minimum 30 days in advance before expiry of any such statutory or regulatory compliances.

- Any other reports / compliance certificates as needed from time to time

#### **(f) Parking Management**

The activities and responsibilities of the CFMS Provider with respect to parking and vehicle management are as follows:

- Support for parking management;
- Manage operations at entry and exit terminals;
- Adequate Ticketing at the Boom Barriers situated on Lower Ground and Upper Ground Levels;
- Vehicle and traffic management within the Facility;
- Manage way - finding / space monitoring & guiding for parking; and
- Coordination with Client where required.

#### **(g) Watchman and Security Services**

The activities and responsibilities of the CFMS Provider with respect to security services are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Guiding visitors to desired locations/concerned officials,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for checking and frisking of bonnet and boot of the vehicles,
- Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- 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,
- 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,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of visitors in a manner such that it does not affect the harmony of the MLCP,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the occupants during the emergency evacuation of the building,
- Rescue operation of passengers stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty site,
- Provide at its own cost:
  - a. proper clean uniform and badges and
  - b. photo identity cards as per laid down rules for Private Security Agencies.
- CFMS Provider 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. CFMS Provider 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) Overall Management and Manpower.**

**The CFMS Provider shall deploy one Manager for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of Work. The manpower should be briefed in a manner that they are ready to take additional/ alternate tasks in case there is a heavy rush in the MLCP.**

- i. The minimum manpower required to be provided by the CFMS Provider is as set out in Annexure 5.
- ii. CFMS Provider shall provide the above minimum manpower to efficiently and effectively manage the facility. However, CFMS Provider 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 CFMS Provider.
- iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the CFMS Provider during the Contract Period 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 BOQ.
- 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. 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 CFMS Provider should be complete and must be shared with the Client upon request.
- viii. The CFMS Provider shall comply with all Applicable Laws in relation to the payment of wages for any manpower deployed (Notification No: 6078/LC, Bhubaneswar, dated 19.10.2022 of Office of the Labour Commissioner: Odisha:Bhubaneswar).
- 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.
- x. The CFMS Provider will be required to provide an overall supervisor, preferably an ex-army man for the entire facility who may be required to co-ordinate with multiple resources, designated engineers/Nodal department In-charge of the facility as well as supervisor of other facilities.

**(i) Deduction for Non Performance**

Subject to the terms and conditions mentioned in the Contract, any deficiency by the CFMS Provider in the performance of its delivery obligations, shall render him liable to any or all of the penalties mentioned **in Annexure-6**

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.

# Technical Proposal Submission Forms

## Tech 1: Covering Letter

**COVERING LETTER**  
**(ON BIDDER'S LETTER HEAD)**

*[Location, Date]*

**To,**

**Secretary**  
**Puri Konark Development Authority**  
**VIP Road, PKDA Square, Puri 752001, Odisha**

**Subject: Proposal for providing Comprehensive Facility Management Services for Mohadadhi Market Complex, Puri Town, Odisha**

**Dear Sir,**

Please find enclosed our Technical Proposal in respect of the above-mentioned assignment and pursuant to the Request for Proposal (**RFP**) dated [*insert date*] issued by Puri Konark Development Authority (**PKDA**).

We hereby confirm the following:

1. The Technical Proposal is being submitted by \_\_\_\_\_ [name of the Bidder], who is the Bidder in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by PKDA. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Proposal.
3. We acknowledge that PKDA will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidder for implementing the Project, and we certify that all information provided in the Proposal and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. The information submitted with respect to our Eligibility and Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Proposal.
5. We shall make available to PKDA any additional information it may require to supplement or authenticate the Proposal.
6. We acknowledge the right of PKDA to reject our Proposal without assigning any reason and

we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.

7. We acknowledge the right of PKDA to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
  - (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
  - (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
  - (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
  - (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
  - (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
    - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
    - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
  - (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;
  - (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or
  - (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
10. We certify that we have not entered into a contract for operation of the e-Procurement Portal, which is currently valid and subsisting.
11. We certify that we have not been barred by GoI or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
12. We declare that:
  - (a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by PKDA;
  - (b) we do not have any Conflict of Interest in accordance with Clauses 19 of the RFP;
  - (c) we 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 Clause 23 of the RFP, in respect of this Bid Process; and

- (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Proposal, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
13. We understand that PKDA may cancel the Bid Process at any time and that PKDA is neither bound to accept any Proposal that it may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders.
  14. The Bidder satisfies the legal requirements and in our opinion by itself meets all the Eligibility Criteria and Qualification Criteria and laid down in the RFP.
  15. We declare that we and our Associates are not submitting separate Proposals for the Project.
  16. We declare that we are not submitting more than 1 (ONE) Proposal for the Project.
  17. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
  18. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the state or convicted by a court of law.
  19. We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.
  20. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform PKDA of the same immediately.
  21. We agree and undertake to abide by all the terms and conditions of the RFP.
  22. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by PKDA or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
  23. A Power of Attorney from the Bidder authorizing the undersigned as the authorized representative, and signatory who is authorized to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
  24. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against PKDA if the Project is not awarded to us or our Proposal is not opened.
  31. We have submitted all the relevant information as per the formats specified in the RFP, along with the Bid Processing Fee.
  25. Our Proposal will be valid for acceptance up to **120 Days** and we confirm that this Proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
  26. All the information and statements made in this Technical Proposal are true and correct and we accept that any misinterpretation contained in it may lead to disqualification of our Proposal. If negotiations are held during the period of validity of the Proposal, we undertake that the undersigned shall negotiate on the basis of the Proposal submitted by us. Our

proposal is binding upon us and subject to the modifications resulting from contract negotiations.

32. We agree to bear all costs incurred by us in connection with the preparation and submission of this Proposal and to bear any further pre-contract costs.

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

## Tech 2: Bidder's Organization Details

### TECH -2

#### Bidder's Organization (General Detail)

Sl. No.	Description	Details
1	<b>Name of the Bidder</b>	
2	<b>Address for communication:</b> Tel : Fax: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No. : Email id :	
4	<b>Organization Details:</b> <ul style="list-style-type: none"><li>• Registration No:</li><li>• Registered address :</li><li>• Year of Incorporation :</li><li>• Year of commencement of business :</li><li>• Principal place of business :</li><li>• GSTIN :</li><li>• PAN :</li></ul>	
5	<b>Local office in Odisha</b> <b>If Yes, Please furnish contact details</b>	Yes / No
6	Willing to carry out assignments as per the scope of work of the RFP	<b>YES</b>

7	Willing to accept all the terms and conditions as specified in the RFP	<b>YES</b>
<b>8.</b>	Brief description of the Bidder [ <i>Note. Such description shall not exceed 3 (three) type-written pages.</i> ]	

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

**Name and Designation with Date and Seal:** \_\_\_\_\_

### Tech-3: Financial Capacity of the Bidder

#### TECH - 3

#### Financial Capacity of Bidder

Financial Information in INR				
Details	<u>FY19-20</u>	<u>FY 20-21</u>	<u>FY21-22</u>	Average
Annual Turnover (in Crore) from Facility Management Services.				
<b>Supporting Documents:</b>  Audited certified financial statements for the last <b>Three FYs (preceding the Financial year in which the proposal is due)</b> (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 21-22 are not available, bidder may provide provisional statement for the same.  <b><i>Filled in information in this format must have to be jointly certified and sealed both by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></b>				

\_\_\_\_\_ **Signature and Seal of the Company Auditor with Date in original**

Authorized Signatory [*In full initials with Date and Seal*]: \_\_\_\_\_

Communication Address of the Bidder: \_\_\_\_\_

**[NB: No Scanned Signature will be entertained]**

## Tech 4: Power of Attorney

### TECH - 4

#### FORMAT FOR POWER OF ATTORNEY

##### **(On Stamp Paper)**

Know all men by these presents, We ..... [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), .....and presently residing at ....., who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing Comprehensive Facility Management Services to Puri Konark Development Authority (**PKDA**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to PKDA, representing us in all matters before PKDA, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with PKDA in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with PKDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

## Tech 5: Bidder’s Past Experience

### TECH - 5

#### (BIDDER’S PAST EXPERIENCE DETAILS)

Details of the similar assignments undertaken / completed during the last Seven 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
						Developed Area (Lawn + Building+ Parking + Pathway) in Sq. Feet		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

Name and Designation with Date and Seal: \_\_\_\_\_

**Note: Bidders are requested to furnish the list limited to 8 assignments of similar undertaken during the last 7 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.**

## **Tech 6: Undertaking for Non-Blacklisting**

### **TECH - 6**

#### **Undertaking for Non-Blacklisting on Stamp Paper**

***[On the Stamp Paper of appropriate value in shape of a notarized affidavit]***

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

**Authorized Signature**

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

**Name and Designation of the Signatory:**

**Name of the Bidder and Address**

## Tech 7: Undertaking on Conflict of Interest

### TECH 7

#### ON THE BIDDER'S LETTER HEAD

We, hereby declare that ..... [*insert name of Bidder*] does not have any Conflict of Interest as defined in Clause 21 of the RFP.

We also acknowledge that in case of any misrepresentation in this regard, our Proposal, or the Service Agreement (if executed), shall be rejected or terminated, as the case may be, by the Client which shall be binding on us.

**Authorized Signatory [*In full initials with Date and Seal*]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

## Tech 8: Commitment for Proposed Equipment & Material

### TECH -8: Commitment for Proposed Equipment & Material

#### 1. List of Proposed Equipment:

SL. No.	Equipment	Proposed 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)		Proposed Utilization		
			Per day	Per week	Per month
	Consumable	Make / Brand			

#### **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.*

*The details provided in this TECH-8 is for information purposes and shall neither be used to evaluate the Bidder's Proposal nor bind the Client in any manner. The Client shall constitute a committee to approve the allowable usage of consumables for the performance of the Services and such committee may consider the information provided by Bidders in this TECH-8 in relation to the equipment, materials and consumables likely to be used at the Facility. The final quantities approved by the committee constituted by the Client may be lower than the quantities mentioned by the Selected Bidder in this TECH-8.*

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

**Name and Designation with Date and Seal:** \_\_\_\_\_

## **Tech 9: Proposed Manpower Deployment**

### **TECH-9: PROPOSED TECHNICAL MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE FOR THE REQUIRED SERVICE**

[The bidder shall submit their proposed Technical Manpower Deployment Plan and standard operating procedure for the required services within 3 -4 pages]

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

**Name and Designation with Date and Seal:** \_\_\_\_\_

## **Tech 10: 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 Signatory [*In full and initials*]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

## **Tech – 11: Non-Collusion Certificate (on letterhead of Bidder)**

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:
  - i. Communicate to any person other than the Client /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal
  - ii. Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
  - iii. Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) or (ii) above.
2. We further certify that the principles described in paragraphs 1 (i) and 1(iii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.
3. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
4. In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this \_\_\_\_\_ days of 2023

Name of the Bidder \_\_\_\_\_

Signature of the designated person \_\_\_\_\_

Name of the designated person \_\_\_\_\_

Date of receipt of RFP \_\_\_\_\_

## **Tech – 12: 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 objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the ToR here.

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

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

### **C. Methodology to be adopted:**

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

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

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

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation).

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

**Name and Designation with Date and Seal:**

**Tech 13: 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 (Inception. and Final Reports) and other associate sub-activities*

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

**Name and Designation with Date and Seal:** \_\_\_\_\_

## Tech-14: Bid Security

### PRO-FORMA OF BANK GUARANTEE FOR BID SECURITY (To be executed on appropriate value of Non-Judicial Stamp Paper)

WHEREAS, (name of the Bidder) wishes to submit his Bid for the **Selection of Comprehensive Facility Management Services provider for Mohadadhi Market Complex, Puri Town, Odisha**, hereinafter called "the Bid",

KNOW ALL MEN by these presents that we (name of bank) of (city and country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the **Puri Konark Development Authority** or its successor, (hereinafter referred to as "PKDA" in the sum of Rs. \_\_\_\_\_ (In Words) \_\_\_\_\_ which payment can truly be made to PKDA. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended as per RfP, issued by PKDA; or
- (b) If the Bidder, for the period of the Bid Validity as per RfP in PKDA's opinion, commits a material breach of any of the terms and / or conditions contained in the RfP Document and / or subsequent communication from PKDA in this regard; or
- (c) If the Bidder refuses to accept the correction of errors in the Bid; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the PKDA:
  - (i) fails or refuses to sign the CFMS Contract for the **Comprehensive Facility Management Services provider for Mohadadhi Market Complex, Puri Town, Odisha**;
  - (ii) Fails or refuses to provide the performance security (Performance Security) to the PKDA in accordance with, and when required by (within the stipulated time;
  - (iii) Fails or refuses to meet the obligations within the Commencement Date and mobilize the men and materials within the Effective Date;
  - (iv) Material Variation / Material fact suppression/ other non fulfilment of conditions specified in RfP documents;

We agree and undertake, absolutely, irrevocably and unconditionally meet the above conditions, as the case may be, without protest, delay or demur upon receipt of PKDA's first written communication or the Letter of Award, without the PKDA having to substantiate its requirement, provided that the requirements are in conformity to the occurrence of one or more of the conditions set out in the RFP document, specifying the required conditions or requirement.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by PKDA at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Bid Security shall remain in force until the provision of the Performance Guarantee are fulfilled by the Bidder  
OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the announcement of award of the Project to the Preferred Bidder and the issue of the Letter of Award awarding the same (provided, however, that in the event that the Bidder is declared Technically Non Responsive, then the Bid Security of such Bidder can cease to be in force upon return of the unopened financial proposals of his Bid).

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Puri/ Bhubaneswar and the Indian law shall be applicable.

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_

## **Tech-15: Undertaking For Pending Judicial Proceeding**

### **UNDERTAKING FOR PENDING JUDICIAL PROCEEDINGS**

**(On Bidder's Letter Head)**

We hereby confirm and declare that we, M/s-----, do not have any pending judicial proceedings for any criminal offence as on the Proposal due date.

**Name of the Authorized Representative:**

\_\_\_\_\_  
**(Signature of the Authorized Representative with Date)**

***Address of the Bidder:***

## **Tech-16: Undertaking For Ethical Conduct & Fraud Form**

### **UNDERTAKING FOR ETHICAL CONDUCT & FRAUD**

**(On Bidder's Letter Head)**

We hereby confirm and declare that we, M/s-----, in the three  
(3) Financial Years immediately preceding the Proposal due date, have not:

- (i). failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against us;
- (ii). been expelled from any project or contract by the GoI or any state government, or its instrumentalities;
- (iii). had any contract terminated by the GoI or any state government, or its instrumentalities for breach by us.

**Name of the Authorized Representative:**

\_\_\_\_\_  
**(Signature of the Authorized Representative with Date)**

***Address of the Bidder:***

## **Financial Proposal Submission Forms**

*Please refer to BOQ and submit rates as per the BOQ uploaded on the e-Procurement Portal*

# Draft Contract

*[To be executed on stamp paper of requisite value]  
[The Draft Contract is generic in nature and will be finalized before execution]*

## COMPREHENSIVE FACILITY MANAGEMENT SERVICES CONTRACT

BETWEEN

[CLIENT]

AND

[•]

[COMPREHENSIVE FACILITIES  
MANAGEMENT SERVICE PROVIDER]

Date:

(On Stamp Paper)

## SERVICES AGREEMENT

This Comprehensive Facilities Management Service Agreement (**Agreement**) is made on [●] at Puri, Odisha:

### **BETWEEN**

\_\_\_\_\_ (hereinafter referred to as the "**Client**") with its with its registered office at [●], (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the **ONE PART**;

AND

\_\_\_\_\_, registered under \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "**CFMS Provider**"), (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the **OTHER PART**

The Client and the CFMS Provider may, where the context permits, be collectively referred to as the "**Parties**" and individually as a "**Party**".

### **WHEREAS**

- (a) The Client intends to engage an agency to provide comprehensive facility management services (**Services**) to the Client at [*insert location at which the Services are to be provided*] (the **Facility**) for the duration of the Agreement Period.
- (b) In this regard, the Client issued a Request for Proposal vide Letter No. \_\_\_\_\_ Dated \_\_\_\_\_ (**RFP**) inviting interested parties to submit their technical proposals and financial proposals to the Client for undertaking the Project.
- (c) Pursuant to the terms of the RFP, the Client received proposals from various bidders, including a proposal submitted by the CFMS Provider on [insert date].
- (d) Following a process of evaluation of technical proposals and financial proposals submitted by the Bidders (including the CFMS Provider), the Client has accepted the proposal submitted by the CFMS Provider for the Project and issued the letter of award dated [●] to the CFMS Provider (the **LOA**).
- (e) The CFMS Provider has accepted the LOA and has agreed to provide the Services in accordance with the terms of this Agreement.
- (f) The Client and the CFMS Provider are now entering into this Agreement to record the terms and conditions on which the Services shall be provided by the CFMS Provider.

### **NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **1. Definitions**

In this Agreement, unless the context otherwise requires, the following capitalized terms, together with their respective grammatical variations and cognate expressions, shall have the meaning given to them as follows:

**Affected Party** has the meaning given to it in Clause 21.1.

**Agreement** means this Comprehensive Facility Management Services Agreement.

**Agreement Period** shall have the meaning ascribed to it in Clause 3.2.

**Affiliate** shall mean, with respect to a Party, an entity which:

- (a) is, directly or indirectly, Controlled by such Party;
- (b) directly or indirectly Controls such Party; or

(c) is, directly or indirectly, Controlled by a company or corporation that also, directly or indirectly, Controls such Party.

**AMC** means annual maintenance contract.

**List** has the meaning given to it in Clause 7.16(b).

**AMC Management Fee** has the meaning given to it in Clause 4.3(b).

**Annual Comprehensive Facility Management Cost** means the total cost quoted by the CFMS Provider in its Financial Proposal for providing the Services for each year during the Agreement Period, which includes all taxes and duties (except GST) and all other costs and expenses that may be incurred by the CFMS Provider over the life of the Project.

**Applicable Law(s)** or **Law** means any statute, law, bye-law, enactment, regulation, ordinance, policy, rule, clearance, approval, notification, direction, directive, guideline, authorization, order, decree, judgment, or any restriction, requirement, condition or similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority having jurisdiction over the subject matter of this Agreement, whether in effect as of the date of execution of this Agreement or thereafter, and in each case as amended from time to time.

**CFMS Provider** has the meaning given to it in the array of Parties.

**CFMS Provider's Representative** has the meaning given to it in Clause 10.2.

**Change in Law** means any of the following, if it occurs after the date of execution of this Agreement:

- (i) the enactment, coming into effect, adoption, promulgation, notification, amendment, modification or repeal (without re-enactment or consolidation) of any Applicable Laws;
- (ii) the imposition of a requirement for obtaining any Government Approvals not currently required;
- (iii) a change in interpretation of any Applicable Laws by a Government Authority having the legal power to interpret or apply such Law or as finally determined by the highest judicial body; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms and conditions for obtaining such Government Approvals; or
- (v) any (a) change in the rate of an existing Tax; or (b) introduction of a new Tax made applicable on the provision of the Services,

but shall not include a change in any direct Taxes.

**Claim** shall mean any claim, proceeding, cause of action, action, suit, demand, liabilities, judgements, investigation (including by way of contribution or indemnity) at law or in equity.

**Client** has the meaning given to it in the array of Parties.

**Client Indemnified Party** has the meaning given to it in Clause 13.1.

**Client's Representative** means the person nominated by the Client, from time to time, as its representative in accordance with and for the purpose of performing its obligations under this Agreement, in accordance with Clause 10.1.

**Confidential Information** shall have the meaning given to the term in Clause 28.1.

**Contract Price** shall have the meaning given to the term in Clause 4.1.

**Control** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law,

and the term **Controlled** and **Controlling** shall be construed accordingly.

**Effective Date** shall have the meaning given to the term in Clause 3.1.

**ESI** means Employees State Insurance.

**Facility** shall have the meaning given to the term in Recital A.

**Financial Proposal** has the meaning given to it in the RFP.

**Force Majeure Event** shall have the meaning given to the term in Clause 21.

**Good Industry Practices** shall mean those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.

**Government Approval** shall mean any and all necessary and required authorizations, consents, grants, approvals, licenses, leases, permits, exemptions, concessions, filings, clearances, orders, publications, notices, declarations or regulations, issued by any Government Authority in connection with the performance of obligations of the respective Parties under this Agreement.

**Government Authority** shall mean the Government of India, any state government in India, any local authority constituted under an act of legislature, any governmental or statutory authority, government department, agency, commission, board, tribunal or court or any other entity exercising any power or function in pursuance of an act of parliament, state legislature or any rules and regulations made thereunder, authorized to make or interpret or adjudicate upon Applicable Law or having jurisdiction over any matter arising from or in connection with this Agreement, and any successor thereof.

**Liquidated Damages** has the meaning given to it in Clause 18.

**Losses** shall mean any and all losses, liabilities, damages, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrator's fees), charges and expenses or other losses or damages of whatsoever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party on account of a Claim against a Party by the other Party or a third party as a result of any act or omission in the course of or in connection with the performance, non-performance, deficiency or omission to perform any of the obligations under this Agreement.

**PBG** means the unconditional, irrevocable, and on-demand performance bank guarantee to be submitted by the CFMS Provided in accordance with Clause 6.

**PF** means provident fund.

**RFP** means the request for proposal No. [●] issued by the Client dated [●] for procuring the Services.

**Safety Stock List** has the meaning given to it in Clause 7.18.

**Services** means the comprehensive facility management services to be provided by the CFMS Provider under this Agreement in accordance with the Terms of Reference, the Scope of Work, Applicable Laws and the terms of this Agreement.

**Services Schedule** means the schedule of activities and milestones in relation to the Services, to be provided by the CFMS Provider to the Client in accordance with Clause 9.1.

**SLA** means service level agreements.

**Scope of Work** shall mean the activities and tasks to be performed by the CFMS Provider under this Agreement to perform and complete the Services in accordance with Annexure [●], Applicable Laws and the terms of this Agreement.

**Taxes** shall mean any fees, taxes, levies, interest, penalties, charges or other sum levied pursuant to any Applicable Law, including but not limited to all goods and service taxes, excise and storage taxes, license and permits fee, entry taxes, levies, octroi, cess, import duties, imposts, deductions, charges, withholdings and duties.

**Terms of Reference** means the terms of reference for the comprehensive facility management services as set out in Annexure [●]<sup>1</sup>.

Any capitalized terms used, but not separately defined herein, shall have the meaning given to the term in the RFP.

## 2. **Scope of Work**

The CFMS Provider shall engage efficient and experienced personnel to render the required Services at the Facility in accordance with the scope of work as described in Annexure-A (**Scope of Work**) and the Terms of Reference.

## 3. **Mobilization, Effectiveness and Agreement Period**

3.1 The CFMS Provider shall be required to mobilize its resources in accordance with the Scope of Work within 15 days from the date of execution of this Agreement. The date on which this mobilization period expires shall be the effective date of this Agreement (**Effective Date**).

3.2 This Agreement shall remain valid for a period of 3 years from the Effective Date (**Agreement Period**).

## 4. **Contract Price**

4.1 The total price payable to the CFMS Provider for the provision of the Services under this Agreement for Year 1 is \_\_\_\_\_ [in words] , inclusive of all Taxes except GST (as may be applicable) (**Annual Comprehensive Facility Management Cost**). The cumulative amount of the Annual Comprehensive Facility Management Cost to be paid to the CFMS Provider for the entire Agreement Period shall represent the **Contract Price**.

4.2 The Annual Comprehensive Facility Management Cost payable to the CFMS Provider shall be escalated every year during the Agreement Period by 5%. The escalation in a particular year shall be calculated on the Annual Comprehensive Facility Management Cost paid to the CFMS Provider in the previous year.

4.3 AMC Charges

(a) In addition to the Annual Comprehensive Facility Management Cost, the Client shall also pay to the CFMS Provider, all costs incurred by the CFMS Provider in relation to the AMCs for branded items/equipment at the Facility in accordance with this Services Agreement, at actuals.

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<sup>1</sup> The Terms of Reference forming part of the RFP should be set out as an annexure to this Agreement.

- (a) For managing, supervising, and coordinating the AMCs for branded equipment and items (including the AMCs which have been directly entered into by the Client), the Client shall also pay the CFMS Provider an additional fee equal to 5% of the total AMC charges (**AMC Management Fees**).

#### 4.4 Cost of Consumables

- (a) An indicative list of consumables to be used in providing the Services is set out in Annexure 8. Within [30 (thirty)] days from the date of execution of this Agreement, the CFMS Provider will provide a 'List of Consumables' along with Rate (detailing the allowable usage of consumables based on the scope of work and SLAs); to the '**Consumables Consumption cum Rate Approval Committee**' formed by the Client. This committee shall also consult the CFMS Provider prior to issuing the approval. The Rates of Consumables shall be reviewed after every 6 months.
- (b) The CFMS Provider shall be required to raise bills for the consumables as per the consumption and rates fixed by the above committees on a monthly basis. The quantities of the consumables for which the CFMS Provider will be reimbursed will not exceed the quantity approved by the Client's committee. Further, the cost of such consumables as set out in any bills raised by the CFMS Provider shall be calculated based on the rates approved by the committee.
- (c) Any consumables which are not identified initially, but are required at a later stage, may be added in the same manner, and on the same terms, as described above.

### 5. **Terms of Payment**

- 5.1 The Client will make payments to the CFMS Provider on the basis of monthly invoices to be furnished by the CFMS Provider. Each monthly bill should, at the minimum, set out the following details:
  - (i) a brief description of the Services rendered;
  - (ii) costs towards any AMCs entered into by the CFMS Provider on behalf of the Client and the applicable AMC Management Fees;
  - (iii) costs towards the Annual Comprehensive Facility Management Costs for personnel and labor actually deployed;
  - (iv) subject to Clause 4.4(c), the costs towards consumables procured and/or utilized;
  - (v) any other costs incurred by the CFMS Provider for which the Client is liable under this Agreement; and
  - (vi) receipts of PF and ESI deposits made by the CFMS Provider for the employees deployed at the Facility for the preceding month.
- 5.2 For each monthly invoice submitted by the CFMS Provider, the Client shall, within 7 days from the date of receipt of such invoice, either:
  - (a) approve the invoice for payment to the CFMS Provider; or
  - (b) issue a notice to the CFMS Provider disputing the invoice and directing the CFMS Provider to issue a revised invoice. If the Client disputes only a part of the invoice, then it shall certify the undisputed portion of the invoice for release of such undisputed amounts to the CFMS Provider. The CFMS Provider shall issue a revised invoice after rectifying the errors or discrepancies identified by the Client and this process will be repeated until the Client approves an invoice.

- 5.3 Within 7 days from the date on which the Client has approved an invoice under Clause 5.2(b) above, the Client shall pay the amounts due under such invoice to the CFMS Provider by way of a direct bank transfer to the following bank account of the CFMS Provider:

[●].....

- 5.4 Any payments to be made to the CFMS Provider under this Agreement shall be subject to deduction of any amounts due from the CFMS Provider to the Client, including any Liquidated Damages due and payable.

## 6. Performance Bank Guarantee

- 6.1 The CFMS Provider shall have, prior to entering into this Agreement, submitted to the Client an unconditional, irrevocable, and on-demand Performance Bank Guarantee (**PBG**) amounting to **3%** of the Annual Comprehensive Facility Management Cost to be paid for the first year of the Agreement Period. The PBG shall be provided to secure the CFMS Provider's obligations under this Agreement. This bank guarantee shall be issued by a Scheduled Bank situated in Puri/ Bhubaneshwar and shall be substantially in the format included in Annexure [●]. The CFMS Provider shall ensure that the PBG is valid and enforceable until the expiry of 3 months from the end of the Agreement Period.
- 6.2 The PBG will be released to the CFMS Provider immediately after the expiry of 3 months from the end of the Agreement Period provided there is no existing breach of the Agreement on the part of the CFMS Provider and subject to the Client's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.
- 6.3 Should the Agreement Period be extended, the CFMS Provider shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Client before the expiry date of the PBG originally furnished.
- 6.4 If the PBG is scheduled to expire before the validity period set out in Clause 6.1 above, then the CFMS Provider shall arrange for an extension of the PBG at least [30] days prior to such expiration. If the CFMS Provider fails to procure such extension or replacement, the Client shall be entitled to drawdown the total amount available under such PBG and retain such amount as cash security until such time that the CFMS Provider submits an extension or replacement of the PBG.
- 6.5 Notwithstanding anything contained in this Agreement, the Client shall be entitled to invoke the PBG to recover any payments due from the CFMS Provider to the Client under this Agreement.

## 7. CFMS Provider's Obligations

- 7.1 The CFMS Provider shall comply with all Applicable Laws and all rules and regulations of relevant Government Authorities having control or jurisdiction over the Facility while providing the Services. The CFMS Provider represents that it is fully aware of, and shall comply with, all Applicable Laws which must be complied with while performing the Services. The CFMS Provider shall, without any additional cost to the Client, furnish to the Client, promptly upon request, such information regarding itself and its personnel as the Client may require to furnish to any relevant Government Authority. The Client shall notify the CFMS Provider in writing of any relevant local customs to be adhered to by the CFMS Provider, and the CFMS Provider shall, after such notification, respect such customs.
- 7.2 The CFMS Provider agrees to co-operate with all Client's personnel and contractors (as well as any personnel of any Government Authority), as have been, or may be engaged by the Client to perform other works at or adjacent to the Facility. In this regard, the CFMS Provider shall, if required, share any service areas with other contractors, occupants, operators or public authorities associated with the Client.

- 7.3 The CFMS Provider shall be responsible for performing all the obligations assigned to it under the RFP, this Agreement, the Terms of Reference and the Scope of Work in accordance with the terms set out herein. The CFMS Provider shall ensure that its employees and personnel deployed at the Facility shall adhere to the highest moral standards, consistent with the Client's policies, rules and regulations and shall be physically healthy and capable to carry out the Services to the satisfaction of the Client. The CFMS Provider shall also provide facilities and services for any other contractors engaged at the Facility as described in more details in Schedule [●].
- 7.4 The CFMS Provider shall provide qualified, uniformed staff and personnel (such uniforms shall have been approved by the Client and shall be distinguished from the uniform prescribed for other categories of staff employed at the Facility) to perform the Services. Such staff and personnel shall carry badges for identification and shall display such identification proof on their person in the course of duty. All staff, employees and personnel appointed by the CFMS Provider who are in managerial/ supervisory positions shall be equipped with mobile phones by the CFMS Provider.
- 7.5 The CFMS Provider agrees and acknowledges that any information received from the Client pursuant to this Agreement shall not in any way relieve the CFMS Provider from its responsibility for providing the Services in accordance with the terms of this Agreement. The CFMS Provider shall also perform any incidental work which may not have been specifically mentioned in the Scope of Work, the Terms of Reference and this Agreement but is necessary for ensuring that the Services are performed to the satisfaction of the Client.
- 7.6 The CFMS Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with Good Industry Practice and shall employ appropriate technology and safe and effective equipment, machinery, materials and methods. The CFMS Provider shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.
- 7.7 The CFMS Provider shall minimize any inconvenience or disturbance caused to the users/occupants of the Facility due to provision of the Services and shall ensure that its staff and personnel are courteous and polite at all times with the users/occupants of the Facility.
- 7.8 The CFMS Provider shall undertake pest control activities and shall ensure that that the Facility premises are free of all animals (quadrupeds), and other pests such as insects (wasps, bees, flies), bats, pigeons, etc.
- 7.9. The CFMS Provider and/or its employees, staff and personnel shall lodge a complaint regarding any stolen, missing or defective material, machinery or equipment at the Facility with the Client's Representative, failing which, the CFMS Provider shall have the responsibility to repair or replace such material, machinery or equipment.
- 7.10 The CFMS Provider shall ensure that all waste from the Facility is categorized and disposed off in accordance with Applicable Laws.
- 7.11 Materials, Machinery and Equipment
- (a) The CFMS Provider shall arrange and supply, at its own cost, all material, machinery, equipment, plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings, and temporary works, required for the proper and effective execution of the Services in accordance with the RFP, the Scope of Works, Applicable Laws and this Agreement.
- (b) The CFMS Provider shall also be responsible for arranging transportation of any materials, machinery and equipment to and from the Facility while performing the Services. The CFMS Provider shall bear all costs associated with the transportation, loading, unloading, stacking, storage, safekeeping against the damage due to sun, rain, dampness, fire, theft etc., of all

machinery, materials and equipment required for the provision of the Services.

- (c) All the material, machinery and equipment brought to the Facility shall be duly accounted for by the CFMS Provider and shall be insured against any loss due to any reason whatsoever. The CFMS Provider shall submit proof regarding such insurances to the Client's Representative as and when requested to do so. The Client may summon the complete record of the procurement of materials from the CFMS Provider at any time, if needed.
- (d) All the material, machinery and equipment brought to the Facility by the CFMS Provider shall be strictly as per the specifications set out in the RFP and the Scope of Work, or any other specifications as may be approved in writing by the Client.
- (e) The CFMS Provider shall store all material, machinery and equipment brought onto the Facility in accordance with Good Industry Practice. The CFMS Provider shall remove any damaged or inferior material from the Facility within 7 days from the date on which the Client's Representative (or any engineers in charge appointed by the Client) orders such removal.

#### 7.12 Labor and Personnel

- (a) The CFMS Provider shall be responsible for the engagement of all staff and labor, local or otherwise, as may be required for the provision of the Services in accordance with the terms of this Agreement and the Scope of Work. The CFMS Provider shall be responsible for payment of all wages, housing, food and transport of all staff and labor engaged under this Agreement.
- (b) The CFMS Provider shall, if required by the Client, deliver to the Client reports, in such form and at such intervals as the Client may prescribe, detailing the staff and labor employed at the Facility.
- (c) The CFMS Provider shall undertake appropriate diligence and background verification (including police verification, where necessary) of all staff and personnel deployed at the Facility. The CFMS Provider shall be solely responsible for the acts and omissions of its employees, staff members, and personnel at the Facility. In the event that any employee or member of the staff or personnel is, in the sole discretion of the Client, not performing duties as specified in this Agreement or engages in any misbehavior, such person(s) shall be replaced immediately.

#### 7.13 Service Level Agreement (SLA)

- (a) The CFMS Provider shall ensure that the Services provided under this Agreement meet the relevant Service Level Agreements (**SLA**) set out in Annexure 4 of this Agreement.
- (b) If the Services provided fail to meet any of the SLAs set out in Annexure 4 of this Agreement, then the CFMS Provider shall be liable to pay liquidated damages to the Client in accordance with Clause 17 of this Agreement.

#### 7.14 Conflict of Interest

The CFMS Provider shall hold the Client's interests paramount when performing the Services, without any consideration for future works, and shall strictly avoid conflict with other assignments or its own corporate interests. The CFMS Provider shall also comply with the following:

- a. CFMS Provider not to benefit from commissions, discounts, etc.

- (i) The payments contemplated to be made to the CFMS Provider pursuant to Clause 4 of this Agreement, shall constitute the only payments due to the CFMS Provider in connection with this Agreement and, the CFMS Provider, or its employees, staff and personnel deployed at the Facility, shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder.
  - (ii) Furthermore, the CFMS Provider shall comply with the Client's applicable procurement guidelines for procurement of goods, works or services (available on [www.odisha.gov.in](http://www.odisha.gov.in)) pursuant to this Agreement.
- b. CFMS Provider's Affiliates not to be otherwise interested in the Project  
The CFMS Provider agrees and acknowledges that, during the Agreement Period, the CFMS Provider's Affiliates shall be disqualified from providing goods, works or services resulting from or directly related to the Services to be provided by the CFMS Provider under this Agreement.
- c. Prohibition of conflicting activities  
The CFMS Provider, or its employees, staff and personnel deployed at the Facility, shall not engage, either directly or indirectly, in any business or other activities which would result in a conflict with the activities assigned to it under this Agreement.

#### 7.15 Safety

- (a) The CFMS Provider shall be responsible for maintaining the safety of all structures on and persons at the Facility.
- (b) In respect of all labor directly or indirectly employed in the performance of the Services, the CFMS shall, at its own expense, arrange for all safety provisions and facilities as per the Client's safety code framed from time to time.

#### 7.16 Coordination

- (a) The CFMS Provider shall also be responsible for co-ordination and management of delivery of services from AMC service providers, suppliers, other contractors, third party delivery agents, including ensuring safety compliance by such vendors, suppliers, contractors and agents. The CFMS Provider is required to monitor the delivery of service by such entities and shall provide the Client with a report in case of non-compliance with any requirements immediately.
- (b) Within [30 (thirty)] days from the date of execution of this Agreement, the designated engineer / nodal department in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require an AMC (**AMC List**). The Client's decision with respect to the contents of the AMC List shall be final and binding. The AMC List will also specify the equipment for which there are existing AMCs executed by the Client.
- (c) The CFMS Provider shall engage AMC service providers for the equipment and machinery for which there is no subsisting AMC, on terms and conditions beneficial to the Client, and in no event less favorable than market standard AMCs for the relevant equipment/machinery. Prior to entering into any AMC, draft copies each AMC (or renewals) shall be submitted to the Client by the CFMS Provider for its approval.
- (d) The CFMS Provider shall ensure that the AMCs shall be terminable at the sole discretion of the Client at the CFMS Provider's cost and risk.

- (e) The CFMS Provider shall coordinate with and supervise the AMC service providers (including AMC service providers directly engaged by the Client) to ensure that the periodic maintenance services covered under each AMC as well as any emergency maintenance services in case of a breakdown of any equipment or machinery are duly performed and shall provide the Client with a report in case of non-compliance with any requirements immediately.
- (f) The CFMS Provider shall maintain a record of: (i) all parts, equipment or machinery which are replaced by AMC service providers; and (ii) all payments made and due to the AMC service providers and shall make such records available to the Client at all times upon request.
- (g) During the Agreement Period, AMCs for any 'branded items' not identified initially in the AMC List, and which may be required later, may be entered into in the same manner, and on the same terms, as described in this Clause 7.16.
- (h) If there is a breakdown of any equipment for which there is an AMC but the cost of repair or replacement of the equipment in case of such breakdown is not covered under the AMC price/cost, then the CFMS Provider shall submit the following options to the engineer/officer-in-charge for its approval:
  - (i) the cost of repairing/replacing the equipment through the AMC service provider; and
  - (ii) the cost of repairing/replacing the equipment through a third party.

Based on the option approved by the engineer/officer-in-charge, the CFMS Provider shall liaise with the relevant AMC service provider/third party to repair or replace the defective equipment at the earliest. The approved cost of such repair or replacement will be reimbursed to the CFMS Provider at actuals. In complying with its obligations under this clause, the CFMS Provider shall ensure that the downtime of the defective equipment is minimized, and that the equipment is restored to working condition within the shortest possible timeframe.

#### 7.17 Additional Personnel

- (e) The Client may, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel at the Facility (over and above the minimum number of staff and personnel specified in Annexure 5) and the CFMS Provider shall, pursuant to receiving such instructions from the Client, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.
- (f) If the CFMS Provider, in its discretion, needs to deploy any additional staff or personnel at any time during the Contract Period to perform the Services, it shall do so only with the prior written approval of the Client. Payments for such additional staff and personnel approved by the Client shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

#### 7.18 Safety Stock List

Within [30 (thirty)] days from the date of execution of this Agreement, the engineer appointed by the Client, along with the CFMS Provider shall prepare a safety stock list (**Safety Stock List**) detailing the monthly stock of items, spares, components etc. to be kept at the Facility for maintenance of the Facility (including electrical systems, horticultural services, sanitation and hygiene services or first aid services etc. The Safety Stock List shall be updated on a monthly basis by the CFMS Provider to reflect the actual usage of such spares, components and items in order to

prevent unnecessary accumulation of such spares, components and items at the Facility. The updated Safety Stock List shall be submitted by the CFMS Provider to the engineer/officer-in-charge.

## **8. Obligations of the Client**

### **8.1 Assistance and exemptions**

The Client shall provide reasonable assistance to the CFMS Provider in obtaining any necessary Government Approvals, as may be required under Applicable Laws for providing the Services as per the Scope of Work.

### **8.2 Access to Facility**

The Client warrants that CFMS Provider shall have, free of charge, reasonable access to the Facility as may be required for the performance of the Services.

### **8.3 Change in Law**

- (a) If, after the Proposal Due Date, there is any Change in Law, which increases or decreases the cost incurred by the CFMS Provider in performing the Services, on account of a change in the rate of existing Taxes, or on account of the introduction of any new Taxes or repeal of any existing Taxes, then the Annual Comprehensive Facility Management Cost otherwise payable to the CFMS Provider under this Agreement shall be increased or decreased accordingly through mutual agreement between the Parties.
- (b) If, after the Proposal Due Date, there is a Change in Law which increases the minimum wages or statutory wages payable to workers and labor deployed by the CFMS Provider, the resultant increase in costs, including the basic differential cost of minimum wages for unskilled, semi-skilled and high skilled labor together with ancillary cost implications on aspects such as increased PF or ESI, will be to the Client's account and shall be paid over and above the Annual Comprehensive Facility Management Cost payable to the CFMS Provider.
- (c) The CFMS Provider shall be required to give prompt notice to the Client of any Change in Law by providing evidence of such change and its impact on the Annual Comprehensive Facility Management Cost, which shall in no event be later than 7 days from the date of such Change in Law.
- (d) The CFMS Provider shall, upon the occurrence of any Change in Law impacting its obligations under this Agreement, act in good faith at all times so as to minimize the impact of such Change in Law.

### **8.4 Services, facilities and property of Client**

The Client shall make available to the CFMS Provider, for the purpose of the Services and free of any charge, the facilities, items and property described in the Scope of Work, Form – T-12.

### **8.5 Office Space**

The Client will provide office space to the CFMS Provider. However, any furniture, hardware and software infrastructure that may be required to operationalize such office space shall be arranged by the CFMS Provider.

### **8.6 Basic Utilities**

Basic utilities like water, power supply and internet facilities will be provided by the Client to CFMS

Provider for performance of the Services. However, any infrastructure required by the CFMS Provider for use of the water and power supply or internet facilities shall be the responsibility of the CFMS Provider.

#### 8.7 Statutory and regulatory compliances

Procurement or renewal of Government Approvals related to Client's assets shall be the responsibility of the Client. If so required by the Client, the CFMS Provider shall provide reasonable assistance or advice in relation to such procurement or renewals.

### 9. **Services Schedule**

- 9.1 Within 7 days from the date of execution of this Agreement, the CFMS Provider shall prepare and submit to the Client a schedule according to which those aspects of the Services which can be planned/scheduled are to be performed (**Services Schedule**). The Services Schedule shall also include the annual maintenance schedule of all equipment, machinery and systems (such as lifts, electrical works, power backup systems and water tanks). The Services Schedule shall be prepared in a manner so as to be consistent with the requirements set out in the RFP, the Scope of Work and this Agreement. If the Client has any comments on the Services Schedule, such comments shall be provided to the CFMS Provider not later than 7 days from the date on which the Services Schedule is submitted by the CFMS Provider. The CFMS Provider shall incorporate the Client's comments on the Services Schedule and shall, thereafter, submit a revised Services Schedule to the Client.
- 9.2 During the execution of the Services, the CFMS Provider shall also submit a revised Services Schedule which accurately reflects the actual progress of the Services, whenever the Services Schedule ceases to reflect actual progress or is otherwise inconsistent with the CFMS Provider's obligations under this Agreement.
- 9.3 The CFMS Provider shall deploy such number of personnel for carrying out the Services as described in **Annexure-5**.
- 9.4 The CFMS Provider shall coordinate with all equipment manufacturers or suppliers to rectify any defects in the equipment and systems installed at the Facility in order to minimize any downtime in this regard. The Client shall provide details of all equipment suppliers and original equipment manufacturers to the CFMS Provider, including details of any subsisting equipment warranties. When dealing with any supplier or original equipment manufacturer, the CFMS Provider shall ensure that it effectively manages any subsisting equipment warranties.

### 10. **Authorized Representatives**

- 10.1 The Client shall notify the CFMS Provider of the name, position and contact details of the Client's representative (**Client's Representative**) on or prior to the Effective Date.
- 10.2 The CFMS Provider shall notify the Client of the name, position and contact details of the CFMS Provider's representative (**CFMS Provider's Representative**) on or prior to the Effective Date. The CFMS Provider's Representative should have the authority to commit the CFMS Provider in all matters under the Agreement and shall be responsible for issuing to and receiving from the Client all notices, information, instructions, certificates and decisions.
- 10.3 Any notice or intimation by either Party to the other pursuant to this Agreement shall be signed by their respective representatives identified pursuant to this Clause 10.
- 10.4 The CFMS 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 the Client's Representative.

### 11. **Risk & Responsibility**

- 11.1 The CFMS Provider shall, without limiting its obligations and responsibilities under this Agreement,

obtain and maintain adequate insurance for its employees and personnel deployed at the Facility against any and all liabilities that may arise on account of the death or personal injury due to any accidents in the course of performing the Services. The Client will neither be responsible, nor be held liable, for any such death, personal injury or accident to the employees and/or any other personnel deployed by the CFMS Provider. In the event that the Client is made liable to pay any damages or compensation in respect of death, personal injury or accident to any employees or personnel deployed by the CFMS Provider, the CFMS Provider shall indemnify the Client for and against any Claims or Losses in this regard.

- 11.2 The CFMS Provider shall conduct periodic general medical check-ups of its employees, staff and personnel deployed at the Facility at its own cost and shall provide copies of medical certificates for each employee and staff member engaged at the Facility to the client once every six (6) months from the Effective Date of this Agreement certifying that: (i) such employee/ staff member is free from any contagious disease; and (ii) such employee/ staff member is medically fit to discharge the duties assigned to them. In the event of any employee or member of the staff or personnel is found to be suffering from any communicable disease, such person(s) shall be replaced immediately.
- 11.3 The CFMS Provider's Representative shall be present at the Facility during working hours to ensure satisfactory performance of the Services under this Agreement. The CFMS Provider's Representative shall further exercise due and adequate control over all personnel deployed at the Facility and shall ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- 11.4 The CFMS Provider shall ensure that its employees, staff and personnel observe all required standards of cleanliness, decency and decorum, safety and general discipline while carrying out their obligations under the Agreement and follow such other instructions or guidelines as may be issued by the Client's Representative.
- 11.5 It shall be the duty of the CFMS Provider to ensure that critical tasks are carried out by such employees or personnel that are professionally and technically competent enough to perform such particular tasks.
- 11.6 The CFMS Provider should install a biometric system with computer assisted information capturing modalities, as well as carry out manual entries, in relation to the attendance of its employees, staff and personnel deployed at the Facility. The CFMS Provider shall also ensure that any reports generated by the biometric system will be made available for verification by the Client's Representative from time to time.

## **12. Compliance with Applicable Law**

- 12.1 The CFMS Provider shall ensure compliance with all Applicable Laws when performing the Services under this Agreement.
- 12.1 The CFMS Provider shall be responsible for compliance with and coverage of its employees under, all labor related Applicable Laws and schemes such as Employees State Insurance Scheme (ESI), Provident Fund (PF), Workmen's Compensation Act, Minimum Wages Act, Contract Labor (Regulation & Abolition) Act, etc., including any labor codes and rules which may replace these statutes or schemes. The CFMS Provider shall maintain proper records and documents of all statutory compliances in this regard and shall produce them to the Client's Representative as and when required.
- 12.2 The CFMS Provider shall obtain all requisite Government Approvals, including all relevant labor registrations, required to render the Services and shall furnish copies thereof to the Client's Representative as and when requested to do so.
- 12.3 The CFMS Provider shall be solely responsible for the payment all of wages and other statutory payments/legal dues to its staff and other personnel deployed under this Agreement. The payment of the Contract Price in accordance with Clause 4 of this Agreement shall be released by the Client

only upon the CFMS Provider producing online PF & ESI deposit receipts for the preceding month.

- 12.4 The CFMS Provider shall provide first aid facilities at the Facility in accordance with Applicable Laws.
- 12.5 The CFMS Provider shall indemnify and hold harmless the Client its directors, employees, officers, advisers, representatives, personnel and Affiliates from and against all Claims and/or all losses incurred or suffered, including for Claims made by a third party, which arise in connection with the CFMS Provider's failure to comply with any labor related Applicable Laws. The Client may set-off any amounts due from the CFMS Provider pursuant to any indemnity claim under this Agreement against the payments due to the CFMS Provider under this Agreement.
- 12.6 The employees, staff and personnel of the CFMS Provider shall in no case be treated as the employees of the Client. Further, the Client is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the employees, staff and personnel of the CFMS Provider.

### **13. Indemnity**

- 13.1 The CFMS Provider shall indemnify and hold harmless the Client, its directors, employees, officers, advisers, representatives, personnel and Affiliates (**Client Indemnified Party**) from and against all Claims and Losses, incurred or suffered by a Client Indemnified Party, including for Claims made by a third party, which arise in connection with:
- (a) any failure to pay Taxes as per Applicable Law;
  - (b) any non-compliance or violation of Applicable Law;
  - (c) breach of the CFMS Provider's representations and warranties contained in this Agreement;
  - (d) bodily injury, sickness, or death of any person whatsoever;
  - (e) loss of or physical damage to any property;
  - (f) any criminal, fraudulent or other wrongful act or omission by the CFMS Provider, its employees, staff and personnel deployed at the Facility; or
  - (g) any negligence or misconduct by the CFMS Provider, its employees, staff and personnel deployed at the Facility.

### **14. Limitation of Liability:**

- 14.1 Without prejudice to any other terms and conditions as agreed between the Parties on the liability of the CFMS Provider, the aggregate liability of the CFMS Provider under this Agreement, shall not exceed the Contract Price.
- 14.2 The CFMS Provider agrees that the cap on the limitation of liability as set out in Clause 14.1 above shall not be applicable and its total liability to the Client shall be unlimited in respect of:
- (a) any Claim and/or Loss suffered and/or incurred by the Client on account of any harm, sickness, death or grievous bodily injury to the personnel of the Client or any third person, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
  - (b) any Claim and/or Loss suffered and/or incurred by the Client on account of any damage and/or destruction of the property of the Client and/or any third party, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
  - (c) any Claim and/or Loss suffered and/or incurred by the Client due to any fraud, misconduct or negligence of the CFMS Provider;
  - (d) any Claim and/or Loss suffered and/or incurred by the Client due to breach of Applicable Laws or terms and conditions of Government Approvals; and
  - (e) any amounts spent by the CFMS Provider on rectification/remedying any damage caused to the Facility (including any equipment, machinery, installations or other infrastructure at the Facility) by it, its employees, staff or personnel while undertaking the Services under this Agreement.

- 14.3 The CFMS Provider agrees and acknowledges that under no circumstances whatsoever shall the liability of the Client towards the CFMS Provider exceed the Contract Price agreed under this Agreement.

## **15. Sub-Contracting**

The CFMS Provider shall not sub-contract any of its rights and obligations under this Agreement to any third party. Provided that, if the CFMS Provider is required to subcontract any part of the Services in certain exceptional circumstances, it may only do so with the prior written permission of the Client. The CFMS Provider acknowledges that the grant of any permission by the Client under this Clause 15 shall be at the Client's sole discretion depending on the circumstances prevalent at the time and shall not in any manner relieve the CFMS Provider of its obligations under this Agreement. The CFMS Provider shall continue to remain liable for all acts and omissions of its subcontractor(s).

## **16. Loss/ Theft / Damage**

The CFMS Provider shall be responsible for any theft nuisance or damage to any area, equipment, installations, fittings and fixtures, goods, roads, footpaths, conduits, and other works at the Facility, or any adjoining properties, because of any act of negligence, commission or omission of its employees, staff and personnel while discharging their duties under this Agreement. The CFMS Provider shall make good any Losses incurred by the Client on account of any such theft, nuisance or damage so caused.

## **17. Insurance**

- 17.1 The CFMS Provider shall procure and provide, in the joint names of the Client and the CFMS Provider, insurance cover from the Effective Date to the end of the Term, in the amounts and deductibles stated in Schedule [●] for the following events:

- (i) loss of or damage to the Facility;
- (ii) loss of or damage to the equipment, machinery and materials brought onto the Facility;
- (iii) Personal injury or death of any person on or about the Facility.

- 17.2 The CFMS Provider shall provide copies of the relevant insurance policies and certificates to the Client for its approval at least 7 days prior to the Effective Date. If the CFMS Provider fails to obtain the requisite insurances in accordance with this Clause 17 or fails to provide the Client with copies and certificates of such insurance policies, the Client may take and maintain in effect any such insurances and may from time to time deduct any premium that the Client shall have paid to the insurer from any amount due to the CFMS Provider under this Agreement or may otherwise recover such amount as a debt due from the CFMS Provider.

- (a) The insurances taken by the CFMS Provider under this Agreement shall in no way affect, nor are they intended as a limitation of, the CFMS Provider's liability with respect to the performance of the Services.
- (b) Any and all deductibles and all losses or damages in excess of the insured limits (unless expressly provided otherwise herein) in the insurance policies required by this clause shall be assumed by, and be to the account of the CFMS Provider, unless otherwise expressly stated in this Agreement.
- (c) Any amendments to the terms of any insurance policy shall not be made without the approval of the Client.
- (d) With respect to insurance claims, the CFMS Provider shall not give any release or make any compromise with the insurer without the prior written consent of the Client.

- 17.3 The insurance proceeds from the insurances taken by the CFMS Provider shall be promptly applied by the CFMS Provider towards repair, renovation, restoration or re-instatement, as the case may be,

of the item which has been damaged or suffered a loss, if any, or applied towards reimbursement of the money already spent by the CFMS Provider towards repair, renovation, restoration or reinstatement of the item which has been damaged or suffered a loss.

## **18. Liquidated Damages**

- (a) If the Services provided by the CFMS Provider under this Agreement fail to meet any of the SLAs set out in Annexure 4 of this Agreement, then the CFMS Provider shall pay liquidated damages (**Liquidated Damages**) to the Client to be calculated in accordance with Annexure 4. The total amount of Liquidated Damages payable in a year under this Agreement shall not exceed 10% of the Annual Comprehensive Facility Management Cost.
- (b) The Liquidated Damages may be recovered by either invoking the PBG or by setting-off such amounts from any payments due to the CFMS Provider under this Agreement.
- (c) The Parties acknowledge that the Liquidated Damages prescribed under this Agreement are a genuine pre-estimate of and reasonable compensation for the Loss and damage that shall be suffered by the Client due to a failure by the CFMS Provider to meet the SLAs set out in this Agreement and are not in the nature of a penalty.
- (d) The payment of the Liquidated Damages pursuant to this Clause 17 does not in any way relieve the CFMS Provider from any of its obligations to perform the Services, or from any other obligations and liabilities of the CFMS Provider under this Agreement.
- (e) If, at any point in time during the Agreement Period, the CFMS Provider breaches any SLA 3 times within a period of 30 days, the rate of Liquidated Damages payable for a breach of such SLA shall be escalated by 10%. By way of an illustration:
  - (i) *A breach of the SLA pertaining to routine housekeeping carries Liquidated Damages of INR 500 per day. If the CFMS Provider breaches this SLA 3 times within a period of 30 days, the rate of Liquidated Damages payable for a breach of this SLA will be increased to INR 550 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.*
  - (ii) *If the same SLA (i.e., pertaining to routine housekeeping) is breached another 3 times within a consecutive period of 30 days, then the rate of Liquidated Damages payable will be further enhanced by 10%, i.e., to INR 605 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.*

## **19. Exclusion of Consequential Loss**

Except as otherwise provided in this Agreement, the Parties will not be liable to each other for any indirect or consequential Losses that may arise out of the performance of this Agreement.

## **20. Suspension**

If the Client or the Client's Representative notifies the CFMS Provider of any non-compliance with the terms of this Agreement, the CFMS Provider shall immediately, if so directed, or in any event not more than 1 day after receipt of such notice, make adequate efforts to correct such non-compliance. If the CFMS Provider fails to do so, the Client may suspend all or any part of the Services. When the CFMS Provider has undertaken satisfactory corrective action in line with this Agreement, the Client shall lift the suspension of the Services. The CFMS Provider shall not claim any extension of time to complete the Services or additional fees due to any such work suspension.

## **21. Transition of Services**

### 21.1 Transition of Services

- (a) Upon the expiry of the Agreement Period, or the early termination of this Agreement, the performance of the Services will be taken over by a replacement service provider to be appointed by the Client.
- (b) The CFMS Provider shall facilitate the seamless transfer of the Services to the replacement service provider appointed by the Client, by:
  - (i) liaising with the replacement service provider appointed by the Client and providing reasonable assistance and advice regarding the Services and their transfer to the replacement service provider;
  - (ii) making available to the replacement service provider all records maintained by the CFMS Provider for the Services provided;
  - (iii) providing copies of all subsisting AMCs to the replacement service provider and assisting the replacement service provider with liaising with the AMC service provider to ensure uninterrupted performance of the AMC contracts;
  - (iv) participating in any briefing/handover meetings with the replacement service provider organized by the Client, in which the CFMS Provider will give the replacement service provider a detailed update regarding condition of all equipment, installation and facilities covered with under the scope of the Services, status of completion of annual maintenance and other periodic services such as pest control and fumigation of premises, replacement schedule for major equipment and systems and all other information and operational data which the Client or the replacement service provider considers relevant.
  - (v) providing access to any replacement service provider appointed by the Client, to inspect the Facility and responding to queries and clarifications, if any, sought by such replacement service provider prior to transfer of the Services to such service provider; and
  - (vi) providing an inventory of all unused materials, spares, chemicals, cleaning agents, consumables, and items procured by the CFMS Provider for the Facility (and paid for by the Client), which shall be made available to the replacement service provider to perform the Services.

21.1 The Parties agree that this Clause 21 shall survive early termination or expiry of the Agreement.

## **22. Termination**

### 22.1 Termination by the Client

The Client shall have the right to terminate this Agreement upon the occurrence of any of the following events of default of the CFMS Provider, provided that such event of default has not occurred due to a Force Majeure Event or Client default:

- (a) the CFMS Provider stops work for 30 days when no stoppage of work is shown on the Services Schedule and the stoppage has not been certified by the Client's Representative;
- (b) (i) the CFMS Provider is admitted into a corporate insolvency resolution process under

the Insolvency and Bankruptcy Code 2016; (ii) the CFMS Provider has entered into liquidation or similar state; (iii) if any order is made for the compulsory winding up or dissolution of the CFMS Provider; (iv) if the CFMS Provider becomes unable to pay its debts; (v) if a receiver or administrator is appointed in respect of the CFMS Provider, its business and assets; or (vi) if any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the CFMS Provider's ability to fulfil its obligations under this Agreement is being undertaken.

- (c) The CFMS Provider fails to provide and/or maintain the PBG in accordance with this Agreement;
- (d) If the CFMS Provider has, in the judgment of the Client engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or is in breach of Clause 7.9 of this Agreement.
- (e) If the CFMS Provider fails to rectify, reconstruct or replace any defective work, equipment, installations, machinery or continues the execution of the work or Services in an inefficient, improper, un-workman like manner which is contrary to Good Industry Practice or the SLAs.
- (f) If the CFMS Provider is in material breach of any of its obligations under this Agreement;
- (g) If the cap on Liquidated Damages set out in Clause 18 has been breached; or
- (h) If the CFMS Provider is in breach of any of its representations and warranties under this Agreement.

Upon the occurrence of any of the events of default mentioned above (with the exception of the event of default specified in Clause 22.1(b) above), the Client may issue a notice of termination to the CFMS Provider providing the CFMS Provider with a cure period of 60 days, commencing from the date of the notice, within which to cure the default mentioned in the notice. Upon cure of the default, the notice of termination shall be deemed to have been revoked by the Client. However, if the CFMS Provider fails to cure the default within the cure period provided, the Agreement shall stand terminated at the end of the 60-day period commencing from the date of the notice. Upon the occurrence of the event of default mentioned in Clause 22.1(b) above, the Client shall have a right to terminate this Agreement immediately, without providing any additional cure period.

## 20.2 Termination by the CFMS Provider

The CFMS Provider shall have the right to terminate this Agreement upon the occurrence of any of the following events of default of the Client, provided that such event of default has not occurred due to a Force Majeure Event or CFMS Provider default:

- (a) The Client instructs the CFMS Provider to suspend the provision of the Services in accordance with Clause 20 above and such instruction is not withdrawn within 30 days from the date on which the non-compliance, pursuant to which the suspension notice was issued, has been rectified by the CFMS Provider;
- (b) Any payment certified by the Client's Representative is not paid by the Client to the CFMS Provider within 60 days of the date of certification by the Client's Representative.

Upon the occurrence of any of the events of default mentioned above, the CFMS Provider may issue a notice of termination to the Client providing the Client with a cure period of 60 days, commencing from the date of the notice, within which to cure the default mentioned in the notice. Upon cure of the default, the notice of termination shall be deemed to have been revoked by the CFMS Provider. However, if the Client fails to cure the default within the cure period provided, the Agreement shall

stand terminated at the end of the 60-day period commencing from the date of the notice.

### 20.3 Consequences of Termination

- (a) Upon termination of this Agreement for either Party's default, the CFMS Provider shall cease the provision of Services immediately, hand over all the assets of the Client under its control (including any documents, reports, records and data, plant, machinery, equipment, spare parts, consumables and other materials procured for provision of the Services) and remove from the eave the Facility all employees, staff and personnel.
- (b) Upon termination of this Agreement for either Party's default, the CFMS Provider shall provide transitional support in accordance with Clause 21.
- (c) The Client shall be at liberty to get the balance work or Services executed through any third party contractor and the CFMS Provider shall have no Claim against the Client in this regard.

### 20.4 Payment upon Termination

- (a) If the Agreement is terminated due to an event of default by the CFMS Provider, the CFMS Provider's Representative shall issue a certificate for the value of the Services performed as on the date of termination, less:
  - (i) any sums due from the CFMS Provider to the Client; and
  - (ii) any Taxes due to be deducted at source as per Applicable Laws

If the total amount due to the Client exceeds the amounts due to the CFMS Provider, the difference shall be recoverable from the CFMS Provider. If the total amount due to the Client is less than the amount due to the CFMS Provider, the Client shall pay such balance amounts to the CFMS Provider within 30 days from the date of verification by the Client's Representative of such amounts. Provided that, in each case, upon termination of this Agreement for a CFMS Provider's default, the Client shall forfeit the PBG and shall have the right to blacklist the CFMS Provider from participating in any future tenders issued by the Client.

- (b) If the Agreement is terminated due to an event of default of the Client, the Client shall pay for:
  - (i) services performed by the CFMS Provider up until the date of termination; and
  - (ii) cost of any equipment, consumables and material brought to the Facility and available for use by the Client (to the extent not already covered under the payment under (i) above;less:
  - (iii) any sums due from the CFMS Provider to the Client; and
  - (iv) any Taxes due to be deducted at source as per Applicable Laws

The CFMS Provider shall issue a certificate setting out the amounts due to it in accordance with this Clause 22.4(b). The Client shall, within 14 days from the date of receipt of such certificate, either approve the certificate or raise any objections. If the Parties are unable to agree upon the amounts due to the CFMS Provider under this Clause, such dispute shall be referred to dispute resolution in accordance with Clause 25. Provided that, the Client shall release any undisputed payments to the CFMS Provider within 30 days from the date of receipt of the invoice from the CFMS Provider.

## **23. Force Majeure**

23.1 **Force Majeure Event** shall mean any event or circumstance, or a combination of events and circumstances, occurring in India, that wholly or partly prevents or unavoidably delays a Party (**Affected Party**) in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Good Industry Practices:

### 23.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Affected Party; and (ii) any of the following events, except to the extent that they are consequences of a Force Majeure Event:

- (a) delay in the performance of the CFMS Provider;
- (b) strikes or labor disturbance at the facilities of the Affected Party;
- (c) insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- (d) Non-performance caused by, or connected with, the Affected Party's:
  - (i) negligent or intentional acts, errors or omissions;
  - (ii) failure to comply with an Applicable Law; or
  - (iii) breach of, or default under this Agreement.

### 23.3 Notice of Force Majeure Event

The Affected Party shall give Notice to the other Party of any Force Majeure Event as soon as practicable, but not later than 7 days after the date on which such Party knew, or should reasonably have known, of the commencement of the Force Majeure Event.

### 23.4 Effect of Force Majeure

Subject to this Clause 21, upon the occurrence of a Force Majeure Event affecting the CFMS Provider, the Parties shall mutually discuss to arrive at an arrangement that ensures an appropriate level of service is continued to be provided by the CFMS Provider during the subsistence of the Force Majeure Event, including the minimum number of staff and personnel that are required to continue working at the Facility for such purposes. The CFMS Provider shall not be held to be in breach of this Agreement if the performance of its obligations is hindered, prevented or delayed due to a Force Majeure Event. The CFMS Provider shall be exempt from paying any Liquidated Damages for a failure to meet the SLAs during the subsistence of the Force Majeure Event.

## **24. Reduction in Scope**

If at any time, after the commencement of the Services, the Client, for any reason whatsoever, does not require the any part of the Scope of Work to be carried out, the Client's Representative shall give notice in writing of the fact to the CFMS Provider. The Contract Price payable to the CFMS Provider shall be reduced accordingly and the CFMS Provider shall have no Claim to any payment or compensation whatsoever on account of any loss of profit or income, which it might have otherwise derived from the execution of the Services in full.

## **25. Governing Law, Disputes and Jurisdiction**

- 25.1 This Agreement shall be governed by the laws of India. The courts of [●] shall have jurisdiction over the matters relating to this Agreement.
- 25.2 In the case of dispute arising upon or in relation to or in connection with this Agreement, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an arbitral tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the CFMS Provider and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as the presiding arbitrator. The seat and venue of arbitration shall be at Bhubaneswar, India. The arbitration shall be conducted in the English language.

## **26. Assignment**

The Parties agree that they shall not assign their rights, interests, and obligations under this Contract without the prior written consent of the other Party.

## **27. Representations and Warranties**

Each of the Client and the CFMS Provider represent and warrant for itself that as on the date of execution of this Agreement:

- (a) it is a company duly organized, validly existing and in good standing under the laws of the country of its incorporation;
- (b) it is qualified to do business in India;
- (c) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and will not violate any Applicable Laws, any provision of its charter or bylaws or any indenture, agreement, or instrument to which it is a party or by which it or its property may be bound or affected;
- (d) this Agreement constitutes a valid and binding agreement, enforceable against it in accordance with the terms thereof;
- (e) no suits, Claims, actions, proceedings, investigations, arbitrations, or legal, administrative or other proceedings is pending before any court or before any other judicial, quasi-judicial or other authority or, to the best its knowledge, threatened against it that would affect the validity or enforceability of this Agreement or the outcome of which individually or in the aggregate may result in a material adverse effect on its ability to perform its duties, commitments, undertakings and obligations under this Agreement;
- (f) it has obtained and maintained in full force and effect all Government Approvals, required to be obtained or maintained under all Applicable Laws to perform its obligations under this Agreement;
- (g) no agreements to be executed by it with any party other than the other Party shall have the effect of amending or modifying this Agreement;
- (h) it is not in conflict with or result in any material breach or default under any agreement, instrument, regulation, license or authorization to which it is a party and /or is binding upon it or any of its assets;
- (i) it is not in conflict with or result in any material breach or default under any agreement, instrument, regulation, license, or authorization to which it is a party and /or is binding upon it or any of its assets; and

(j) it has the financial capability to undertake its obligations under this Agreement.

## **28. Confidentiality**

- 28.1. The terms and conditions of this Agreement and non-public information (including without limitation technical, industrial, operational, financial and commercial information) exchanged by the Parties by virtue of this Agreement (Confidential Information) shall be kept strictly confidential. The receiving Party shall use the Confidential Information only as required for the full and complete performance of this Agreement and shall limit the disclosure of such Confidential Information to: (i) its representatives, personnel, employees or agents who have a need to know such Confidential Information for the performance of their obligations under this Agreement; (ii) its auditors in the framework of their ordinary auditing competences; (iii) to legal and technical advisors, to the extent required for finalization and execution of this Contract; and (iv) with respect to Client, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions, provided that, the recipients of the Confidential Information shall also be bound in writing by confidentiality terms no less restrictive than those contained in this Clause 25.
- 28.2 The confidentiality obligation shall not apply to any disclosure of information: (i) that is in or enters the public domain through no fault of the receiving Party; (ii) that was in the possession of the receiving Party prior to receipt under this Agreement (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required under Applicable Law or through an order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible. In the event of a disclosure required under Applicable Law or pursuant to an order of a Government Authority, the disclosing Party shall use all reasonable efforts and co-operate with the other Party's efforts to obtain confidential treatment of the material so disclosed.
- 28.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.
- 28.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of this Agreement and shall certify in writing that it has done so.
- 28.5 Confidential Information disclosed shall be and remain the property of the disclosing Party.
- 28.6. This Clause 26 shall be binding on both the Parties for a period of [3 (three)] years from the Effective Date and shall survive the termination of this Agreement.

## **29. Miscellaneous**

### **29.1. Survival**

The rights and obligations of the parties in respect of its obligations under this Agreement, including other representations, warranties, covenants and provisions contained herein, including in any schedule or annexures to this Agreement that by their nature survive, shall survive the expiry or termination of this Agreement. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty or damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the expiry date or termination.

### **29.2. Waiver**

No forbearance, acquiescence, indulgence, relaxation or inaction by the Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of that Party to require performance of that provision. Any acquiescence on or waiver by the Party of the performance or non-performance of the obligations of the other Party under this Agreement and/or any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Contract.

29.3 Maintenance of Accounts

The Parties' respective accounts shall be maintained in accordance with generally accepted accounting principles in India.

29.4 Severability

If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction be severed from this Agreement and be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

29.5. Costs

Each Party must bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this Agreement.

29.6. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior memoranda of understanding / letters of intent / meetings and minutes thereof / past correspondence / letters executed / exchanged / verbal communication between the Parties hereto in respect of the subject matter of this Agreement.

29.7. Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold itself out as an agent for the other, except with the express prior written consent of such other Party.

Any rule of interpretation interpreting contracts against a Party primarily responsible for drafting the Agreement shall not be applicable.

29.8 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute the same instrument.

29.9 Recovery of sums due

All costs, damages or expenses which the Client may have paid, only after mutual agreement with CFMS Provider, for which under the Agreement, the CFMS Provider is responsible or liable, may be recovered by the Client from the CFMS Provider. It is clarified that the Client has the right to set off any such amounts against the dues payable by the Client to the CFMS Provider under this Agreement. If the sum due to the CFMS Provider is not sufficient to recover the recoverable amount, the CFMS Provider shall pay to the Client, on demand, the balance amount.

29.10 Payments, etc. not to affect rights of the Owner

Any sum paid or not paid by the Client under the Agreement, or any extension of time granted by the Client, shall not affect or prejudice the rights of the Client against the CFMS Provider, or relieve the CFMS Provider of its obligation for the due fulfillment of this Agreement.

**30. 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** \_\_\_\_\_

(Client)

**Signature** \_\_\_\_\_

(Authorized representative of Comprehensive Facilities Management Service Provider)

Witnesses:

**On behalf of Client**

- 1.
- 2.

**On behalf of Comprehensive Facilities Management Service Provider**

- 1.
- 2.

# Performance Bank Guarantee

## PERFORMANCE BANK GUARANTEE FORMAT

To,

**Secretary**

**Puri Konark Development Authority**

**VIP Road, PKDA Square, Puri 752001, Odisha**

**B.G. No. [\_\_\_\_] Dated:**

**THIS DEED OF GUARANTEE** is executed on this [insert day] day of [insert month and year] at [insert place] by [insert name of bank] with its registered office at [insert address], (hereinafter referred to as the Bank, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns),

IN FAVOUR OF:

**Puri Konark Development Authority (PKDA)**, with its registered office at VIP Road, PKDA Square, Puri 752001, Odisha (hereinafter referred to as the Client, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns), represented by the [INSERT DESIGNATION OF AUTHORIZED REPRESENTATIVE].

**WHEREAS** (Name and address of the CFMS Provider) (hereinafter called “the **CFMS Provider**”) has undertaken, in pursuance of RFP No \_\_\_\_\_ dated \_\_\_\_\_ for “**Selection of Facility Management Services for Mohadadhi Market Complex, Puri Town, Odisha**” (hereinafter called the **RFP**) to perform comprehensive facility management services subject to, and in accordance with, the provisions of the Services Agreement executed between the CFMS Provider and the Client (**Services Agreement**).

**AND WHEREAS** with the Agreement requires the CFMS Provider to furnish a bank guarantee for a sum of INR [●] (**Guaranteed Amount**) as security for the due and faithful performance by the CFMS Provider of its obligations under the Agreement.

**AND WHEREAS** we have agreed to give the CFMS Provider this bank guarantee;

**NOW THEREFORE** the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

- (a) Capitalized terms used herein but not defined shall have the meaning ascribed to them in the RFP or Services Agreement, as the case may be
- (a) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the CFMS Provider's obligations during the Agreement Period, under and in accordance with the Services Agreement, and agrees and undertakes to pay to the Client, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the CFMS Provider, such sum or sums up to an aggregate of the Guaranteed Amount as the Client shall claim, without the Client being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- (b) This Guarantee shall be irrevocable and remain in full force until 3 months from the expiry of the Agreement Period, or for such extended period as may be mutually agreed between the Client and the CFMS Provider, and agreed to by the Bank, (the "**Guarantee Period**") and shall continue to be enforceable till all amounts under this Guarantee have been paid. The Bank further agrees that this Guarantee does not limit the number of claims that may be made by the Client against the Bank.
- (c) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Client receives the full amount due hereunder, as if no such withholding had occurred.
- (d) The Bank shall, pay to the Client sums not exceeding the Guaranteed Amount, within 5 (five) business days of receipt of a written demand from the Client stating that the CFMS Provider has failed to observe or perform any of the terms, conditions or provisions of the Services Agreement or to discharge any of its liabilities under the Services Agreement, including where the CFMS Provider fails to replace this Guarantee in accordance with the Services Agreement. The Bank further agrees that the Client shall be the sole judge as to whether the CFMS Provider is in default in due and faithful performance of its obligations during the Guarantee Period under the PPP Contract and its decision that the CFMS Provider is in default shall be final, and binding on the Bank, notwithstanding any differences between the Client and the CFMS Provider, or any dispute between them pending before any court, tribunal, arbitrators.
- (e) The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Services Agreement or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the CFMS Provider or any change in ownership of the CFMS Provider or any purported assignment by the CFMS Provider or any other

circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

- (f) If, and to the extent that, for any reason the CFMS Provider enters or threatens to enter into any proceedings in insolvency, bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the CFMS Provider of the Guaranteed Amount becomes impossible, then the Guaranteed Amount shall be promptly paid by the Bank to the Client on demand.
- (g) It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the CFMS Provider before presenting to the Bank its demand under this Guarantee.
- (h) The Client shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Services Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the CFMS Provider contained in the Services Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the CFMS Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Services Agreement and/or the securities available to the Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the CFMS Provider or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- (i) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Services Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the CFMS Provider under the Services Agreement.
- (j) The Bank represents and warrants to the Client that:
  - (i) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
  - (ii) the Bank has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency,

moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(iii) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any applicable law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

(iv) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(v) the Bank is not suffering from any act of insolvency.

(k) If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Client to replace the invalid, illegal or unenforceable provision.

(l) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guaranteed Amount and unless a demand or claim in writing is made by the Client on the Bank under this Guarantee, during the Guarantee Period, all rights of Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

(m) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

(n) The Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the CFMS Provider for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by the Client in accordance with the Services Agreement.

(o) This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Services Agreement.

(p) This Guarantee shall be governed by and construed in all respects in the accordance with the laws of India. The courts of the Bhubaneshwar shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee.

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

.....

**Name and designation of the officer**

.....

.....

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

## Annexures

### Annexure – 1: Bid Submission Checklist

Bid Submission Checklist			
Sl#	Section	Submitted (Y/N)	Page No.
<b>Technical Proposal (Original Uploaded)</b>			
1	Filled in Bid Submission Check List ( <b>Annexure 1</b> )		
2	Bid Processing Fee of <b>Rs. 10,000/-</b>		
3	EMD in form to Declaration (In prescribed Format)		
4	<b>TECH-1:</b> Covering Letter		
5	<b>TECH-2:</b> General Details of the Bidder		
6	<b>TECH-3:</b> Financial Capacity of the Bidder		
7	<b>TECH-4:</b> Power of Attorney		
8	<b>TECH-5:</b> Bidder's Past Experience		
9	<b>TECH-6:</b> Undertaking for Non-Blacklisting		
10	<b>TECH-7:</b> Conflicting Activities & Declarations		
11	<b>TECH-8:</b> Commitment for Proposed Equipment & Material		
12	<b>TECH-9:</b> Proposed Technical Manpower Deployment Plan		
13	<b>TECH-10:</b> Quality Control Mechanism		
14	<b>TECH-11:</b> Non-Collusion Certificate		
15	<b>TECH-12:</b> Description of Approach & Methodology		
16	<b>TECH-13:</b> Proposed Work Plan		
17	<b>TECH-14:</b> Bid Security Format		
18	<b>TECH-15:</b> UNDERTAKING FOR PENDING JUDICIAL PROCEEDING Form		
19	<b>TECH-16:</b> Undertaking for Ethical Conduct & Fraud Form		

#### Undertaking:

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

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

Name and Designation with Date and Seal: \_\_\_\_\_

## Annexure 2: Job Specification

Job Specification	
Description	Details
Land Area	Site area - 3.68 acres(approx.)
Boundary Wall Surface Area (Inside + Outside)	497.86 x 2.5 = 1244.65 sq mtr
Total Built-up Area	29,816.22 sq mtr
Area	Commercial area-9499.07 sqmt(LGF &UGF) Parking area-18011 sqmt (LGF, 1 <sup>ST</sup> &2 <sup>ND</sup> ) Services area-2305.43 sqmt
Facilities in The Building	350 nos shops 500 no Four-wheeler parking in the basement 5 no of Lifts 1- 13passenger lift– 2 nos 2- 8 Passenger lift – 2 nos. 3- Service lift- 1 nos.
Aluminum Composite Panel	Not Applicable
Structural Glazing	Not Applicable
Windows & Types	Parking window opening closed by louvers
Number of Toilets	Male & Female toilet in each floor Lower ground floor -4 nos. Upper ground floor -4 nos. 1 <sup>st</sup> floor -4 nos. 2 <sup>nd</sup> floor – 4 nos.
Type of Flooring	Granite flooring Full body vitrified tile Kota stone Rough kota stone Pu flooring
Lawn area	1012.00 SQ MTR =10,893 SQ FT

Note:

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

### Annexure 3: Details of available assets at the facility

DETAILS OF AVAILABLE ASSETS AT THE FACILITY				
Sl. No.	Name of the Asset (Machinery/ Equipment)	Specification	Available Quantity	Remarks, if any
<b><u>Electrical</u></b>				
To be assessed on as-is where-is basis before possession of the Site and report to Client.				

### Annexure 4: Service Level Agreement (SLA)

Complaint Management			
Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement by CFMS	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

### 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.  <b>Should be completed before 8:30 Am every day</b>	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 / Detergent based Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	Compulsory	500/Day
3	Cleaning and disinfection of all water tanks; and Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a month	1 Day	1,000/Day

### UG TANKS & WATER SUPPLY (As advised by PKDA)

1	Maintenance of submersible pumps & control panel	Once /30 Days	3 Day	2,000/15 Days
2	Chemical treatment of water for purification.	In Alternate Days	4 Days	300/Day
3	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 500/ Day whichever is higher.

### SW DRAIN AND SEWAGE SYSTEM (As advised by PKDA)

1	Cleaning of bed properly including removing of mud, soil etc.	1 Time /Month	1 Month	2,000 / Month
2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Month	1 Month	1,000/ Month

### PEST CONTROL

1	Disinfestations treatment	1 Time / Fortnightly	1 Fortnight	1,000/ Fortnight
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2	Rodent Control	1 Time / Monthly	1 Month	1,000 /on repeated non-compliance
3	Fly Control	1 Time / Monthly	1 Month	1,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Fortnight	1,000 /on repeated non-compliance
<b>D- OTHERS</b>				
1	Repair and maintenance of sanitary fixtures, lavatories	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 1000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 1000/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.	1 Time / Monthly	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 1000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	1 Time / Fortnightly	Immediate	300 / Day

7	Regular maintenance of plumbing fixtures.	1 Time / Monthly	1 WEek	300 / Day
<b>DRINKING WATER FACILITY</b>				
1	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	1 Time / Day	1 Day	1000 / Day
2	Painting inside outside as per approved paints on railings and outer concrete face.	1 Time / 6 Months	1 Month	1000/ 15 Days
<b>HORTICULTURE WORK</b>				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	600 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing manures and application as per requirement.	Weekly	Compulsory	1000 / Day
3	Manual watering	Whenever Required	Compulsory	500 / Day
4	Replacement of damaged plants, grass, trees and shrubs.	Whenever Required (to be done immediately)	Compulsory	600 / Day
5	Anti-termite treatment for damaged leaves and branches.	Whenever Required (to be done immediately)	Compulsory	500 / Day

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**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	1000/Month
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**Annexure 5: Minimum Manpower Requirement at the facility**

( BOQ Attached as a Separate File to be submitted by the Bidder as Financial Bid)

## Annexure 6: Deduction for Non-Performance

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 year)	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill
Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the monthly bill
Minor Defects as per the prescribed	100%	98%	1% of the monthly bill
Major defects as per the prescribed	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill
Specific Services as per the Scope of Work	100%	100% (basis certification by Authority's representative	10% of monthly bill

## Annexure 7: Indicative list of Key Plant & Equipment to be deployed by the CFMS

### 1. Engineering Tools (Indicative)

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. Indicative 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

*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.***

### List of Consumables (Indicative)

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 CFMS in his proposal. The CFMS shall use consumables of the reputed brands as per the requirement and direction of the Authority. 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.*