



Bhubaneswar Smart City Limited

Block-1, 5th Floor, BMC- Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007

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Ref. No.: BSCL /Administration/O-L1-1312

Dt: 07.07.2022

Request for Proposal (RFP) for selection of Agency for Comprehensive Facility Management Services (CFMS) at ICOMC Building, Satya Nagar, Bhubaneswar

M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposals from registered and experienced Agencies for giving Comprehensive Facility Management Services (CFMS) at ICOMC Building, Satya Nagar, Bhubaneswar. The details of Terms of Reference (ToR) can be downloaded from the website of BSCL i.e. www.smartcitybhubaneswar.gov.in. Interested agencies may submit their proposal in a sealed cover super- scribing as "RFP for Selection of Agency for Comprehensive Facility Management Services (CFMS) at ICOMC Building, Satya Nagar, Bhubaneswar" with advertisement number and Date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5th Floor, Block-1, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar-751007 through Speed Post / Registered Post / Courier services only, which should reach on or before **5.00 P.M on 29.07.2022** positively and the same will be opened at **3.30 PM on 01.08.2022**. Proposal received after the due date and time shall be rejected. The undersigned reserves the right to reject any or all the tender without assigning any reason thereof.

By order of CMD, BSCL

**General Manager (Administration)
Bhubaneswar Smart City Limited**



Bid Identification No. 1310 dated 07.07.2022

Request for Proposal (RFP)

**Selection of Agency for Comprehensive Facility
Management Services (CFMS) at BMC-ICOMC
Building, Satya Nagar, Bhubaneswar**



Issued by:
Bhubaneswar Smart City Limited (BSCL)
Block-1, 5th Floor,
BMC-Bhawani Mall, Saheed Nagar,
Bhubaneswar – 751007, Odisha
Website: <https://www.smartcitybhubaneswar.gov.in/>

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.

BHUBANESWAR SMART CITY LIMITED
5th Floor, Block-A, BMC Bhawani Mall,
Saheed Nagar, Bhubaneswar- 751007

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1. DATA SHEET

Sl.N	Particulars	Details
1.	Name of the Client	General Manager (Admin), BHUBANESWAR SMART CITY LIMITED 5th Floor, Block-A, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007
2.	Method of Selection	Least Cost Based Selection (LCBS)
3.	Proposal Validity	120 Days
4.	Publication of RFP Notice	08.07.2022
5.	Date of Issue of RFP	08.07.2022
6.	Deadline for Submission of Pre-Bid Queries	18.07.2022, 5 PM
7.	Pre-bid meeting	19.07.2022, 11:30 AM
8.	Issue of pre-bid response by BHUBANESWAR SMART CITY LIMITED	22.07.2022
9.	Proposal Due Date	29.07.2022, up to 5.00 PM
10	Date of opening of Technical Proposal	01.08.2022, 3:30 PM
11	Date of Technical Presentation	To be intimated later
12	Date of opening of Financial Proposal	To be intimated later
13	Expected Date of Commencement of Assignment	17.08.2022
14	Pre-proposal meeting	<i>The pre-bid meeting shall be held on 19.07.2022 at 11:30 AM. Pre-bid queries shall be sent by 18.07.2022 by 5.00 PM to bbsr.bscl@gmail.com</i>
15	Bid Processing Fee (Non-Refundable)	Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST through offline mode in form of Demand Draft in favour of "Bhubaneswar Smart City Limited"

16	Earnest Money Deposit(EMD)/ Bid Security Declaration	NIL (Bid Security Declaration Form Tech-14 needs to be submitted)
17	Performance Bank Guarantee (PBG)	3 % of the contract agreement amount
18	Place of Opening of Proposal:	BHUBANESWAR SMART CITY LIMITED 5th Floor, Block-A, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007
19	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information.

RFP can be downloaded from: www.smartcitybhubaneswar.gov.in/

SECTION: 2

LETTER OF INVITATION

2. LETTER OF INVITATION

Name of the Assignment: Selection of Agency for Comprehensive Facility Management Services at BMC-ICOMC Building, Satya Nagar, Bhubaneswar, Odisha

1. The General Manager (Admin), Bhubaneswar Smart City Limited (the “**Authority**”), invites reputed agencies, for providing Comprehensive Facility Management Services at New BMC-ICOMC Building, Satya Nagar **in Bhubaneswar**, Odisha.
2. A bidder will be selected under **Least Cost Based Selection (LCBS)** procedure as prescribed in the RFP Document 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. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
4. The two parts of the Proposal (Technical proposal and financial proposal) must be submitted with all pages numbered serially, along with an index of submission. In the event, any of the instructions mentioned herein have not been 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. 11,800/- (Rupees Eleven Thousand Eight Hundred only inclusive of GST)** towards **Bid Processing Fee** as prescribed in the RFP failing which the bid will be rejected.
6. The last date and time for submission of proposal, complete in all respect, on the tender portal, complete in all respects, is as per the Bidder Data Sheet and the date 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 with due 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) Key Clauses of Service Agreement **[Section- 4]**
 - d) Terms of Reference **[Section – 5]**
 - e) Technical Proposal Submission Forms **[Section – 6]**
 - f) Financial Proposal Submission Forms **[Section –7]**

- g) Draft Contract [**Section –8**]
- h) Performance Bank Guarantee [**Section – 9**]

8. This RFP includes following sections:

- a) Letter of Invitation [**Section 2**]
- b) Instruction to Bidder [**Section – 3**]
- c) Key Clauses of Service Agreement [**Section- 4**]
- d) Terms of Reference [**Section – 5**]
- e) Technical Proposal Submission Forms [**Section – 6**]
- f) Financial Proposal Submission Forms [**Section –7**]
- g) Draft Contract [**Section –8**]
- h) Performance Bank Guarantee [**Section – 9**]
- i) Annexure 1 [**Bid Submission Checklist**]
- j) Annexure 2 [**Job Specification for Facility Management Services**]
- k) Annexure 3 [**Details of available assets at the facility**]
- l) Annexure 4 [**Service Level Agreement**]
- m) Annexure 5 [**Minimum Manpower Requirement**]
- n) Annexure 6 [**Deduction for Non-Performance**]
- o) Annexure 7: [Indicative list of Key Equipment to be deployed by the CFMS]
- p) Annexure 8: [**List of Consumables to be used**]

9. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder 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.

Sd/-

General Manager (Admin)

BHUBANESWAR SMART CITY LIMITED

SECTION: 3

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

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

Sl. No.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership Firm or a Limited Liability Partnership registered under the relevant act / laws. Proprietorship firm is not allowed.	Certification of Registration/ Partnership Deed/ LLP deed shall be submitted
2.	Bidder must not be under any declaration of Ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal.	Undertaking as per Form TECH-6 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and not blacklisted to be furnished
3.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed engagement	Self-Declaration from the Bidder as per Form TECH-7
4.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service	An undertaking to this effect must be submitted on the bidder letter head.
5.	Average annual turnover from Facility Management Services must be at least Rs.10Cr in the last 3 FY (ending 31 st March 2021)	Audited Balance Sheet certificate as per Form TECH-3
6.	The registered Office / branch office of the Service Provider must be located within the jurisdictional area of Bhubaneswar.	Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office)

7.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate and Valid License under PSARA (Private Security Agencies Regulation Act.2005) to be submitted along with the technical proposal.
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Please note - For the purposes of this RFP, consortium / JV is not allowed.

2. Documents / Formats need to be submitted along with Technical Proposal:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

1. Filled in Bid Submission Check List in Original (Annexure-I)
2. Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
3. Bid Processing Fee as applicable
4. General Details of the Bidder (TECH – 2)
5. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
6. Bidder's Past Experience (TECH-5)
7. Undertaking for Non-Blacklisting (TECH-6)
8. Affidavit regarding Conflict of Interest (TECH - 7)
9. Commitment for Proposed Equipment & Material (TECH - 8)
10. Proposed Technical Manpower Deployment Plan (TECH-9)
11. Quality Control Mechanism (TECH-10)
12. Non-Collusion Certificate (TECH-11)
13. Approach, Methodology & Work Plan to undertake the assignment (TECH - 12)
14. Proposed Work Plan (TECH - 13)
15. Bid Security Declaration Form (TECH-14)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection

of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 11,800/- (Eleven Thousand & Eight Hundred Rupees Only)** in shape of Demand Draft in favour of Bhubaneswar Smart City Limited in the RFP failing which the bid will be rejected.

4. Earnest Money Deposit/ Bid Security Declaration:

The bidders are exempted from paying EMD. It is mandatory for all bidders to fill up and submit the Bid Security Declaration Form (Tech-14). The form shall be held effective and in force until the bid validity period or in the event of selection of a bidder (whichever is earlier). In case successful bidder is announced, the forms of all unsuccessful bidders shall be deemed effective, while the form of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

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 and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Pre -bid Queries / Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to **Bhubaneswar Smart City Limited** through e-mail to bbsr.bscl@gmail.com till the timeline as per Bid Data Sheet. Clarifications to the above will be either uploaded in our website www.smartcitybhubaneswar.gov.in or clarified through email to the respective bidders for the purpose of preparation of proposal.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bid data sheet.

7. Project Inspection and Site Visit

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

8. Preparation and Submission of Proposal:

- (i) Detail RFP may be downloaded from <https://www.smartcitybhubaneswar.gov.in/> and the Application should be submitted through offline only.
- (ii) The following shall be the form of various documents in the Application:

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

9. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be entertained. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (iii) The Financial Proposal 7.1 (ii) A (b) will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

10. Evaluation of Proposal:

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

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (pre-qualification criteria as mentioned in Sl. 1, Section-3) and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee
- General Details of the Bidder (TECH – 2).
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- Bidder's Past Experience (TECH-5)
- Self-Declaration on Conflict of Interest (TECH - 7).
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- Proposed Work Plan to carry out the assignment (TECH - 10)
- All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.
- Declaration of any pending legal issues / involvement in legal conflicts in last 5 years. All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

**** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Client's authority.***

- **TECHNICAL EVALUATION (2nd Stage):** Technical evaluation will be done only for those applicants who clear the requirements set in the 'Pre-Qualification Criteria'. The Technical eligibility of the candidate shall be assessed based on the following criteria:

S. N.	Evaluation Criteria	Maximum Marks
1	Turnover	15
1.1	Average annual turnover from Facility Management Services from Rs.10 Cr to Rs. 15 Cr in the last 3 FY (ending 31st March 2021)	10
1.2	Average annual turnover from Facility Management Services more than Rs. 15 Cr in the last 3 FY (ending 31st March 2021)	15
2	Relevant Project Experience (in providing Comprehensive facility management services such as Operation, Maintenance and Multi facility Mechanized Services in Buildings/ High rise Buildings/ Institutional campus/ Business centers/hospitals/ commercial buildings having built-up area minimum 1,17,850 Sq. ft., which is 50% of total super built up area of BMC-ICOMC Building	35
2.1	Built-up area 117850-200000 Sq Ft - (at least 3 Similar works)	25
2.2	Built-up area 200000 Sq Ft and above (at least 3 Similar works)	35
3	ISO 9001 : 2008 (relating to Facility Management services) & ISO 14001 : 2004 Certifications	10
4	Proposed Manpower, Standard Operating Procedure, Quality Control Mechanism and Work plan to undertake the comprehensive facilities management at the location; Sub-criteria Review of bidders technical proposal with reference to Quality	20

	of Service Delivery, Equipment availability, Automation and proposed technical manpower to be deployed for the purpose. (subjective marking based on the technical proposal submitted by the bidder by the technical evaluation committee)	
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5	Technical Presentation	20
5.1	Manpower Deployment and Use of Technology in CFMS	10
5.2	Methodology for managing the open spaces / green area (excluding parking and built-up area) and Material procurement Methodology – Procurement, Safety stock calculation, Storage, Material issue and control	10

11. Evaluation Process:

- i. **Least Cost Based Selection (LCBS)** method will be followed during the overall process. Minimum qualifying marks to qualify the Technical Proposal will be 70 out of 100.
- ii. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for evaluation of the Financial Proposal is 70.
- iii. The lowest financial proposal shall be marked as the First Ranked Applicant while the next lowest proposal shall be marked as Second Ranked Applicant and so on.
- iv. **If there is a tie in the same financial quote by more than one bidder, in that case, the bidder scoring maximum marks in the technical proposal shall be declared as First Ranked Bidder.**
- v. The Selected Applicant shall be the First Ranked Applicant. The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.
- vi. For the purpose of evaluation, the rates quoted by the bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the client).

12. Implementation Process & Contract Period

The date on which the Service Agreement will be signed between “CLIENT” and Selected Bidder will be identified as the ‘**Commencement Date**’ or as may be mutually decided between the Parties;-

a) **Mobilization Period**

The Agency will be granted 15 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the

mobilization period gets completed will be identified as the 'Effective Date';

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

b) **Contract Period**

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

c) **Payment Terms and Enhancement**

I. **The payment will as follows:**

a. **Payment for Annual Maintenance Contract (AMC):** Not applicable under this contract. The client shall separately award AMC of each component of Electrical, PH, Telecom/ IT etc. However, CFMS agency shall be responsible for daily housekeeping/ soft services of equipment's (in which separate AMC awarded) and Operation only. If there is any shutdown, the CFMS agency to inform in writing to Maintenance In-charge for following with AMC agency for repair and maintenance.

b. **Payment for manpower resources:**

The payment for the manpower deployed for the Comprehensive Facility Management, will be done on a monthly basis and on deployment of actual manpower and the rates quoted by the selected bidder during contract period.

c. **Payment for Consumables:**

- d) A one-time 'consumption approval' (detailing the allowable usage of consumables based on the scope of work and SLA) shall be given by a committee formed by the employer. This committee shall also take the views of the selected CFMS agency.
- e) A separate 'Rate Approval' Committee shall be set up to finalize the rates of consumables based on market price discovery. This committee shall approve / revise the rates of consumables annually.
- f) Selected CFMS agency shall be required to raise bill for the consumables as per the consumption and rates fixed by the above committees on a monthly basis.
- g) Any items, if missed or required later can be added later in the same manner.

a. Other items / spares

1. Items for above category includes items, spares, components etc. required for maintenance related to electrical, horticultural, public health etc.
2. The selected CFMS agency will co-ordinate with the designated Engineer / Nodal Department In-charge for the facility to identify the optimal level of monthly stock that needs to be maintained at the facility. A report containing the optimal levels is to be submitted by the CFMS agency on a monthly basis (considering consumption pattern and existing stock).
3. These items will replenished from the facility's stock and no payment will be made to the agency for those items.

- II. Overall cost enhancement of 3% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost. Following example is for clarity;

1st Year	No enhancement
2nd Year	3% enhancement on Annual Manpower resources cost paid in 1 st Year (only on management fee component cost)
3rd Year	3% enhancement on Annual Manpower resources Cost paid in 2 nd Year (only on management fee component cost)

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

13. Performance Bank Guarantee (PBG):

- A. Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3%** of the contract value from a scheduled PSU/ commercial bank situated in Bhubaneswar in favour of **BHUBANESWAR SMART CITY LIMITED**, as per the format at Annexure-II, for a period of three months beyond the entire contract period (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released

immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

- B. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement.
- C. Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Client before the expiry date of the Bank Guarantee originally furnished.
- D. Appropriation of Performance Security: In addition to requirement under other clause, the Performance Security submitted by the CFMS shall be revoked, if the CFMS fails to commence operations as per the requirements of this RFP.
- E. In the event the CFMS fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Client shall have right to appropriate such amount as damages from the Performance Security submitted by the CFMS.
- F. Upon occurrence of a CFMS Default or failure to meet any condition as per the Service Agreement, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such CFMS Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the CFMS shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Client shall be entitled to terminate this Agreement.
- G. Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the CFMS shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the CFMS Default or to meet any Condition Precedent, and in the event of the CFMS not curing its default or meeting such Condition Precedent within such Cure Period, the Client shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.
- H. Release of Performance Security: Performance Security submitted, will be returned to the CFMS subject to the Client's right to receive or recover amounts, if any, due without any interest within 90 days after completion of Contract.

14. Contract Negotiation

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

15. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing a letter of Intent/ work order for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. **The contract will be valid for 36 months from the date of effectiveness of the contract and will be extended on mutual consent.** Further, the Bidder agrees that the Client reserves the right to make amendment to the Contract as may be required at the time of signing. The client will also review this contract annually based on quality management and FMS guidelines & necessary formats. If client, any irregularity/ non-compliance found at any point of time, which is repetitive in nature, the client may consider to terminate the contract and floating of fresh RFP for the same. In this case, the existing bidder, who was terminated, shall not be participated in the fresh bid. The client can also take action on black listing of the bidder to participate in any similar tender/ RFP with the authority or any department/ corporation of Govt. of Odisha.

16. Conflict of Interest:

- i. Bidders, and any of their affiliates, associates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (CFMS) under any of the circumstances set forth below:
 - A. Conflicting Assignment/job: A bidder or any of its affiliates, associates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer in the same building.
 - B. Conflicting Relationships: A bidder that has a business or family relationship with a member of the Client staff who is directly or indirectly involved in any part of

Assignment/job,

- The selection process for such Assignment/job, or
- Supervision of the Contract

may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.

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

17. Disclosure:

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

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

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

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

18. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent,

collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

19. Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Client's sole discretion. The format for Anti- Collusion Certificate has been provided in Form TECH-11 under Section 3 of the RFP document.

20. 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.

21. Cost of Bidding:

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

22. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

23. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially

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

24. Amendment of the RFP Document:

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

25. Client's right to accept any proposal and to reject any or all proposal(s):

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

26. Settlement of disputes

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

27. Disqualification of Proposal

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

1. Proposal submitted without Bid Processing Fee & EMD Declaration Form as applicable
2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
3. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
4. Proposal is received in incomplete form
5. Proposal is received after due date and time for submission of bid
6. Proposal is not accompanied by all the requisite documents / information
7. A commercial bid submitted with assumptions, conditions or uncertainty.
8. Bids with any conditional technical and financial offer
9. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
10. Proposal is not properly sealed or signed
11. Proposal is not conforming to the requirement of the scope of the work of the assignment.
12. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
13. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
14. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
15. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

28. Liability & Indemnity

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

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

- ii. any theft robbery, fraud, or other wrongful action or omission by the firm and /or
any of its facility staff

29. **Limitation of liability**

In any case the liability of the service provider shall not exceed_____per occurrence.

30. **Loss/ Theft / Damage:**

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

SECTION: 4

Key Clauses of Service Agreement

Key Clauses of Service Agreement

1. Sub-contracting

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

2. Other contractors

- a) The comprehensive facility management service provider (CFMS) shall cooperate and share the service areas with other contractors, Occupants, Operators, Public authorities associated with the Client as and when required.
- b) The facility Management service provider shall as referred to in the contract, also provide facilities and services for them as described in the schedule. The Client's representative may modify the schedule of other contractors and shall notify the CFMS of any such modification.

3. Materials, Machinery & Equipment

- a) The CFMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Client as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.
- b) The CFMS shall bear all the costs including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- c) All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Client. The Client may summon the complete record of the procurement of materials from the service provider at any time if needed. At site, the material shall be accounted in a manner prescribed by Client in writing.

- d) The material procured by the service provider shall be strictly according to the specification of that material conforming to ISI standard or any other approving Client as applicable.
- e) Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in Charge to remove the material.

4. Labour

- a) The CFMS shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- b) The CFMS shall, if required by the Client, deliver to the Client a return in detail, in such form and at such intervals as the authorized officer of Client may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

5. Compliance with applicable laws including Labour Regulations

- a) During continuance of the contract, the CFMS shall abide at all times by all the applicable laws including existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local Client and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local Client.
- b) The CFMS shall keep the Client indemnified in case any action is taken by the Client on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Client is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Client shall have the right to deduct any money due to CFMS, including his amount of performance security. The Client shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by the Client.
- c) The employees of the CFMS in no case shall be treated as the employees of the Client at any point of time.

6. Insurance (3rd Party)

- a. The CFMS shall provide, in the joint names of the Employer and the CFMS, insurance cover from the Start Date to the end of the Maintenance Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risk:
 - i. loss of or damage to the Works, Plant and Materials;
 - ii. loss of or damage to Equipment:
 - iii. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
 - iv. Personal injury or death.
- b. Policies and certificates for insurance shall be delivered by the CFMS to the Client for the Client's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- c. If the CFMS does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- d. Alterations to the terms of insurance shall not be made without the approval of the Client.
- e. Both parties shall comply with any conditions of the insurance policies.
- f. The Bidder shall at all times maintain and obtain all applicable insurance (insurance of labour) or any insurance asked by the Client.

7. Safety

- a) The CFMS shall be responsible for maintaining the safety of all activities on the site.
- b) In respect of all labour directly or indirectly employed in the work for the performance of the CFMS's part of this contract, the CFMS shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

8. Liquidated Damages

- a) The CFMS shall pay liquidated damages to the Client at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Client may deduct liquidated damages from payments due to the CFMS. Payment of liquidated damages does not affect the CFMS's performance.
- b) In case of continued default or repetitive non-performance at regular intervals, Client may go on enhancing the levy of liquidated damages, each time limited to 1% of contract price per month of further default subject to maximum limit of 10%. In case of LD beyond 10%, the Client shall have the right to terminate the Contract.

9. Cost of Repairs

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

10. Manuals & Registers

- a) The CFMS shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.
- b) The updated register should at the minimum,
 - Details of all branded items
 - Approved rate of Consumables
 - Items used from facility's stock for Electrical, horticulture & PH purpose
- c) If the CFMS does not submit the asset register at the end of the contract period or they do not receive the Client's approval, the Client reserves the right to withhold the final bill payable to the CFMS.

11. Force majeure

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

A. Non-Political Events

- i. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane,

flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.

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

B. Political Event

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

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

12. Termination

- A. The authorized officer on behalf of the Client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, **60 days' notice** in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Client.
- B. Fundamental breaches of Contract include, but shall not be limited to the following:

- I. Breach of contract by CFMS
 - a. The CFMS stops work for 30 days on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
 - b. The application for the insolvency/liquidation is filed and admitted against the CFMS by the competent authority.
 - c. The authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the CFMS fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
 - d. The CFMS does not maintain a Performance Security which is required;
 - e. The CFMS has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
 - f. If the CFMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - g. The CFMS shall not engage the services of any Sub-CFMS for the purposes of discharging entire obligation under the Contract without approval of the Client.
 - h. If the CFMS, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
 - i. If the CFMS commits any acts of defaults with respect to conditions of contract.
- II. Breach of contract by Client
 - a. The authorized representative of the Client instructs the CFMS to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
 - b. The Client is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - c. A payment certified by the authorized representative of the Client is not paid by the Client to the CFMS within 60 days of the date of certification by the Authorized representative of the Client.
- C. If the Contract is terminated the CFMS shall stop work immediately, make the Site secure and handover all the assets of the Client under its control and leave the Site as per the provision of the contract.

- D. After the termination of the contract under this clause, the Client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The CFMS shall have no claim against the Client in this regard.
- E. The CFMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if circumstance justify.

13. Payment upon Termination

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

14. Obligations of Facility Management Contractor

a. Standard of Performance

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

b. Law governing Services

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

c. Conflict of Interest

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

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

- i. The payment of the CFMS pursuant to clause 12.c, hereof shall constitute the CFMS's only payment in connection with this Contract and, the CFMS shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the CFMS shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
- ii. Furthermore, the CFMS shall comply with the CLIENT's applicable procurement guidelines for procurement of goods, works or services.

b. CFMS and affiliates not to be otherwise interested in Project

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

c. Prohibition of conflicting activities

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

e) Confidentiality

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

f) Liability of the CFMS

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

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

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

15. Obligation of the Client

a) Assistance and exemptions

Client shall assist the CFMS and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work.

b) Access to Land

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

c) Change in Applicable Law related to taxes and duties

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

d) Services, facilities and property of CLIENT

Client shall make available to the CFMS and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in the Scope of Work, Form – TECH-12.

e) Payment

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

f) Office Space

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

g) Miscellaneous Cost

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

h) Basic Utilities

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

i) Statutory and regulatory compliances

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

16. Extension/Renewal of Contract

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

SECTION: 5

TERMS OF REFERENCE (ToR)

Terms of Reference (ToR)

5.1 Background

Government of Odisha vide Notification No. 4741 dated 23/02/2016 constituted a Special Purpose Vehicle (SPV) company named **“Bhubaneswar Smart City Limited”** (the “BSCL” or “Authority”) for implementation of Smart City Proposal of Bhubaneswar selected under Smart City Mission programme. Bhubaneswar Smart City Limited (BSCL) is the nodal agency to plan, implement, manage, and operate the Smart City Development Projects in the city.

Bhubaneswar Smart City Limited invites Request for Proposal (RFP) from specialized agencies having adequate experience for **“Selection of Agency for Comprehensive Facility Management Services at BMC-ICOMC Building in Bhubaneswar, Odisha”**

5.2 Objective

The objective is to select eligible Bidders (Firms/ Agencies) interested to provide “Facility Management Services” to BMC-ICOMC Building Satya Nagar, Bhubaneswar. The contract shall be initially for a period of Three years, which may be renewed subject to satisfactory performance of the Agency and with the mutual consent of both the parties.

The broad services expected from the Agency are as follows:

- Operation of all Electrical and Mechanical equipment
- Housekeeping and Sanitation services,
- Caretaker & watchman services,
- Horticulture, Gardening, Plantation and Lawn Maintenance,
- Help Desk & Front Desk Management,
- Waste Management,
- Parking Management,
- General Pest control,
- Reporting and Complaint Management, and
- Coordination with other service providers/ AMC vendors

5.3 Scope of Services

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

A. Operation Services

The operation services under the scope of work are

I. Operation of Equipment and Fixtures

- i. The CFMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client/end user.
- ii. CFMS 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 shall ensure operation and up keep of all equipment's (Electrical, Mechanical etc.) in accordance with Operation and maintenance manuals provided by Contractor/Manufacturers and ensuring safety of equipment and personal using it. (some details of pumps, AC, Lifts, Sewerage System, plumbing, Fire Fighting, and other electrical works shall be enclosed in the RFP).
- iv. The CFMS shall ensure that on day to day basis works such as de-clogging 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 will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- vi. The CFMS shall operate all equipment's, fittings and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
- vii. The CFMS shall operate and maintain the complete Access Control system, Fire Alarm System, CCTV System, PA system and any other system as installed in the said premises.

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

II. Housekeeping and cleaning Services –

a) General Cleaning Services: The CFMS shall

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

Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.

- 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, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xi. Clean all water tanks and disinfects specially before start of rainy season and as instructed by 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 amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- 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.

b) Cleaning of Toilets

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

- ii. Floors should be cleaned to the same standard as other building floors. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

c) Waste Management

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

d) General Pest Control

The CFMS 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 shall take the following control measures:

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

ii. Rodent Control

Pest Covered: Domestic/Field Rodents.

The CFMS 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 base.

iii. Fly Control

The CFMS shall take the following control measures:

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

iv. Mosquito Control

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

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

III. Help Desk & Reception Services

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

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

IV. Gardening & Lawn Management

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

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

Broad scope of work will be as follows:

- i. Daily watering
- ii. Weed removing
- iii. Trimming and pruning
- iv. Soil mulching
- v. Lawn mowing
- vi. Hedges and Shrubs cutting etc.
- vii. Cleaning Garden areas
- viii. Applying fertilizer or compost manure/vermi culture manure alternate month or as and when required.
- ix. Applying pesticides and fungicide alternate month or as and when required.
- x. Maintenance of vermi compost pits
- xi. Disposal of dry/fallen leaves.
- xii. Seed collection and sowing.
- xiii. Rising of Nursery.
- xiv. Preparation and maintenance of Planting Materials.
- xv. Operation of Tools, Machinery as required for the Garden.
- xvi. General maintenance of existing plants, Tools implements etc.
- xvii. Any modification/alternation to original will be client scope.

B. Management Services

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

- i. Co-ordination with all the stakeholders of the Client, Contractors, Consultants and other agencies.
- ii. Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it was the particular use. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility (Refer Section 1, Clause 1.1). Such personnel shall be informed by office staff about meetings for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the Facility Manager to the Client. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.
- iii. Maintain 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.
- iv. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance and Annual Building Audit report highlighting the following: (Annual energy and water consumption, Compliance with visual, thermal and acoustic comfort conditions in building interiors and Functioning solid waste management strategies etc.)
- v. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- vi. Co-ordinate with Main Contractor/Interior Contractor/PMSP for rectifying of defects under the DLP period.
- vii. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. CFMS 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.

- viii. Calculation of common area maintenance charges
- ix. 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.
- x. Co-ordinate, administer and certify works of Vendors/Manufacturers/ Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
- xi. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xii. 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.
- xiii. 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.
- xiv. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.
- xv. Prepare and follow Standard Operating procedures/O&M Manual for smooth functioning and maintenance services which includes HVAC system (Heat recovery Unit, HRW, pumps, VRF) , Electrical Equipments(Transformer,DG,HT& LT panel), Energy Systems, Sewage treatment plant/Water treatment plant, Rainwater harvesting system, Solid waste management system etc. , within 30 days of commencement of agreement.
- xvi. Brief the representative on maintenance and operational proceedings on day to day basis.
- xvii. The CFMS, within its staff shall provide persons who are trained in first-aid /paramedics to coordinate with Wellness Centre/First Aid Room in case of emergency.
- xviii. The CFMS shall report to a Nodal Officer appointed by Client for the management services as and when required.

C. Complaint Management

CFMS shall create complaint kiosk with designated senior official of CFMS managing the same with adequate infrastructure for time bound complaint management. CFMS 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 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, CFMS shall make ensure that Vendor/ Manufacturer performs their obligations as per Contract. Even after CFMS making all the efforts, Vendor / manufacturer fails to perform its obligations, the CFMS shall notify the Client and ask for necessary action.

D. Reporting

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

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

The MIS report shall cover the following aspects:

- 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 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 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.
- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- 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
- CFMS has the option to use /implement any software for managing the Facility.
- CFMS shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: CFMS shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, GRIHA, all NOC's, etc. including their renewal dates. CFMS 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

E. Parking Management

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

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

F. Watchman Services

Security of Project Facility is in CFMS scope. The activities and responsibilities of CFMS 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/ occupants,
- Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- 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 Project Facility,
- Frisking and checking of visitors during and after operational hours,
- Hand held metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags,
- 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,
- Visitor's management in common, during events & exhibitions, and during other special occasions,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of visitors,
- 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,
- CFMS shall provide a log book register for making entries by the security personnel of their presence at duty site.
- CFMS shall provide at his own cost
 - a. proper clean uniform and badges and
 - b. photo identity cards as per laid down rules for Private Security Agencies.
- CFMS shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. CFMS 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 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.

G. Manpower

- The minimum manpower required to provide facility management services at

BMC-ICOMC Building efficiently and effectively is provided in Annexure 5

- **CFMS shall provide the above minimum manpower to efficiently and effectively manage the facility.**
- In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the selected bidder during contract phase and as required from time to time. The payment of such manpower shall be consistent with the rate quoted by the bidder for such manpower in the BOQ.
- **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.**
- During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- 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.
- Police verification of the manpower deployed by the CFMS contractor should be complete and client can ask to share the information with them any time, if required.
- State minimum wages will be applicable for manpower deployment.
- 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.
- The Agency 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.

H. Deduction for Non Performance

Subject to the terms and conditions mentioned in the Contract, any deficiency by the CFMS 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.

I. Payment Terms and Enhancement

i. The payment will as follows:

a. **Payment for Annual Maintenance Contract (AMC):** Not applicable under this contract. The client shall separately award AMC of each component of Electrical, PH, Telecom/ IT etc. However, CFMS agency shall be responsible for daily housekeeping/ soft services of equipment's (in which separate AMC awarded) and Operation only. If there is any shutdown, the CFMS agency to inform in writing to Maintenance In-charge for following with AMC agency for repair and maintenance.

b. **Payment for manpower resources:**

The payment for the manpower deployed for the Comprehensive Facility Management, will be done on a monthly basis and on deployment of actual manpower and the rates quoted by the selected bidder during contract period.

c. **Payment for Consumables:**

- A one-time 'consumption approval' (detailing the allowable usage of consumables based on the scope of work and SLA) shall be given by a committee formed by the employer. This committee shall also take the views of the selected CFMS agency.
- A separate 'Rate Approval' Committee shall be set up to finalize the rates of consumables based on market price discovery. This committee shall approve / revise the rates of **consumables annually**.
- Selected CFMS agency shall be required to raise bill for the consumables as per the consumption and rates fixed by the above committees on a monthly basis.
- Any items, if missed or required later can be added later in the same manner.

d. **Other items / spares**

- Items for above category includes items, spares, components etc. required for maintenance related to electrical, horticultural, public health etc.
- The selected CFMS agency will co-ordinate with the designated Engineer / Nodal Department In-charge for the facility to identify the optimal level of monthly stock that needs to be maintained at the facility. A report containing the optimal levels is to be submitted by the CFMS agency on a monthly basis (considering consumption pattern and existing stock).
- These items will replenished from the facility's stock and no payment will be made to the agency for those items.

- IV. Overall cost enhancement of 3% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost. Following example is for clarity;

1st Year	No enhancement
2nd Year	3% enhancement on Annual Manpower resources cost paid in 1 st Year (only on management fee/ service charge)
3rd Year	3% enhancement on Annual Manpower resources Cost paid in 2 nd Year (only on management fee/ service charge)

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

Section: 6

Technical Proposal Submission Forms

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

**The General Manager (Admin),
BHUBANESWAR SMART CITY LIMITED**
Block-1, 5th Floor,
BMC-Bhawani Mall, Saheed Nagar,
Bhubaneswar – 751007, Odisha

**Subject: Selection of Agency for Comprehensive Facility Management Services at
BMC-ICOMC Building in Bhubaneswar, Odisha**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. __, Dated: __. I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

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

our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that,
I have the authority to submit the proposal and to clarify any details on its behalf.

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation:

Address of Bidder:

TECH -2

Bidder's Organization (General Detail)

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

11	Willing to accept all the terms and conditions as specified in the RFP	YES
----	--	-----

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

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY19-20	FY20-21	FY21-22	Average
Average Annual Turnover (in Crore) from Facility Management Services				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i> <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

S. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for completed projects only)	Period of Service	Total area of the Location		Contract Value (in INR)	Description of services provided
						Built Up area in sq. ft.	Total Area (Sq ft)		
(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 5 Years (preceding the due date of proposal) 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 and Completion Certificate from the previous Clients need to be furnished along with the above information.

TECH -6

Undertaking for Non-Blacklisting on Stamp Paper

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

I/we, hereby undertake that, our company has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and the debarment/blacklisting does not subsist as on the date of bidding

Yours sincerely,

Authorized Signature

[In full and initials]:

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

TECH -7

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Facility Management Services which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, _____ hereby declare that our Facility Management Services as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4).**

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

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

Communication Address of the Bidder: __

TECH -8

Commitment for Proposed Equipment & Material

1. List of Proposed major/ minor Equipment:

SL. No.	Equipment	Requirement	Specification	Capacity	Present Condition	Ownership	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)	Utilization			
	Consumable	Make / Brand	Per day	Per week	Per month

Note:

All the equipment and consumables are considered in costing for financial bid needs to be reported here.

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 Bidder shall procure all related consumables like toiletries, spares, fasteners / fixtures required (if any), housekeeping consumables etc. and the cost of the same shall be borne by the Bidder.

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

Name and Designation with Date and Seal: _____

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 (SOP) for the required services within 10 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

2021 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:

Key guiding principles for the study.

Proposed Framework.

Information matrix

Any other issues

C. Methodology to be adopted:

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

Detail research design including sample design and estimation procedure.

Field Process Protocol control

Suggestive tools for data collection.

Analysis of field data and preparation of reports

Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it

is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise).
(Graphical representation).

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

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 and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -14

FORMAT FOR BID SECURITY DECLARATION

(On Bidder's Letter Head)

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

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

Section: 7

Financial Proposal Submission Forms

Please refer to BOQ and submit rates as per the BOQ uploaded in the e-tendering portal.

FORM-1

Financial Proposal Form

To,

**The General Manager (Admin),
BHUBANESWAR SMART CITY LIMITED**

Block-1, 5th Floor,
BMC-Bhawani Mall, Saheed Nagar,
Bhubaneswar – 751007, Odisha

Sub: Selection of Agency for Providing Comprehensive Facility Management Service at BMC-ICOMC Building, Satya Nagar, Bhubaneswar

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for **providing Comprehensive Facility Management Services at BMC-ICOMC Building, Bhubaneswar**, in accordance to your Request for Proposal No. _____ Dated _____ and our Technical Proposal.

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following lump sum fees (exclusive of GST) for the proposed service for the 1st year as per format mentioned in the BoQ of this RFP and uploaded in the tender portal.

Note:

1. Tax will be paid as per prevailing applicable rates.
2. The lumpsum fees shall be inclusive of all taxes and cess (exclusive of GST).
3. All payments to the service provider will be subjected to deduction of taxes at source as per applicable laws.

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

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of Signatory :

Name of Bidder :

Complete Address :

Form F2: Financial Bid

As per BOQ

SECTION: 8

Standard form of Contract

CONTRACT

[NAME OF THE SERVICE] BETWEEN
[CLIENT]

AND

[COMPREHENSIVE FACILITY MANAGEMENT COMPREHENSIVE FACILITIES MANAGEMENT
SERVICE PROVIDER]

Date:
(On Stamp Paper)

FORM OF AGREEMENT

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

AND

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

WHEREAS

_____the Client) issued RFP vide Letter No.____Dated_____to the Comprehensive Facilities Management Service Provider for execution of [Name of the Service] and the Comprehensive Facilities Management Service Provider offered its willingness to execute the work as per terms and condition off agreement vide it's Letter No.____ Dated__

AND

WHEREAS above stated offer and willingness conveyed under Letter_____dated

_____by the Comprehensive Facilities Management Service Provider has been duly accepted by the Client vide its Letter No._____dated_____for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work :

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

2. Agreement Period:

This Agreement shall remain valid for a period of 3 years effective from date ___to___(both days inclusive).

3. Contract Value:

- a. The total contract value is _____[in words] only per Year for the period of contract except GST (as applicable) etc. pertaining to the [Name of the Service] as per the approved scope of work . The list of Equipment to be used to render the service. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi-skilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.
- b. No other terms and conditions put forth by Comprehensive Facilities Management Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 5.3.I. along with A-6 stipulations of the RFP and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

4. Terms of Payment:

a) [Name of the Department/ Heads of Department/Other Office] will make payment on the basis of monthly bills furnished by the Comprehensive Facilities Management Service Provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 10 days from the date of submission of bills. However, the above payment shall be subject to deduction of Non-performance as per the prevailing conditions of the RFP and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

b) Security Deposit:

The Comprehensive Facilities Management Service Provider shall have to deposit an amount of @3%of the contract value (3 years) in shape of Performance Bank Guarantee in favour of []. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

5. Schedule for the Service:

The schedule for the service will be provided by the Comprehensive Facilities Management Service Provider as per the agreed terms and conditions between the parties. The Comprehensive Facilities Management Service Provider shall deploy number of personnel for carrying out the services as described in **Annexure-5**.

6. Authorized Representative:

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

7. Risk & Responsibility:

- a. The Comprehensive Facilities Management Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at [Insert Name of the Location] against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client will neither be responsible nor be held liable for any such death injury or accident to the employees and any other personnel deployed by the Comprehensive Facilities Management Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Comprehensive Facilities Management Service Provider shall reimburse such damages or compensation on demand.
- b. The Comprehensive Facilities Management Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.
- c. The Comprehensive Facilities Management Service Provider shall provide qualified uniformed staff to perform the services. The employees of Comprehensive Facilities Management Service Provider entering the premises of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.

- d. The Comprehensive Facilities Management Service Provider shall conduct periodic general medical check-up of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- e. The Comprehensive Facilities Management Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- f. The Comprehensive Facilities Management Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.
- g. **"Right man to for Right Job"** shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Comprehensive Facilities Management Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- h. The Service Provider should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorized officer from time to time.

8. Statutory Compliances:

- a. The Comprehensive Facilities Management Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Comprehensive Facilities Management Service Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- b. The Comprehensive Facilities Management Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when

demanding.

- c. The Comprehensive Facilities Management Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the client only upon the Comprehensive Facilities Management Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- d. The Comprehensive Facilities Management Service Provider shall provide First Aid facilities at the work place according to applicable laws.
- e. In the event of the Comprehensive Facilities Management Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Comprehensive Facilities Management Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Comprehensive Facilities Management Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

9. Liability and Indemnity:

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

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

10. Limitation of Liability:

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

11. Sub-Contracting

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

12. Loss/ Theft / Damage:

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

13. Exclusion of Consequential Loss

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

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

a. Breach of Agreement:

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

b. Penalty :

In case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Comprehensive Facilities Management Service Provider.

A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Comprehensive Facilities Management Service Provider.

Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Comprehensive Facilities Management Service Provider, the client shall give a written notice of the default and or omission or commission and the Comprehensive Facilities Management Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Comprehensive Facilities Management Service Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c. Termination of Agreement:

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

15. Force Majeure :

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

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

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

17. Disputes and Jurisdiction:

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

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

- Scope of Work
- List of Equipment and Consumables to be utilized for the purpose
- List of Manpower to be deployed at the project location
- Payment Term

Signature _____

(Client)

Signature

(Authorized representative of Comprehensive Facilities Management Service Provider)

Witnesses:

SECTION: 9

PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE FORMAT

To,

The General Manager (Admin),
BHUBANESWAR SMART CITY LIMITED
Block-1, 5th Floor,
BMC-Bhawani Mall, Saheed Nagar,
Bhubaneswar – 751007, Odisha

WHEREAS (Name and address of the CFMS Agency) (hereinafter called “CFMS”) has undertaken, in pursuance of RFP No dated _____ to undertake the service “Selection of Facility Management Services at **BMC-ICOMC Building**, Bhubaneswar” (herein called contract) AND WHEREAS it has been stipulated by GM (Admin), BHUBANESWAR SMART CITY LIMITED, in the said contract that the CFMS shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____

_____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the CFMS to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch

Annexure – 1: Bid Submission Checklist

Bid Submission Checklist			
Sl#	Section	Submitted (Y/N)	Page No.
Technical Proposal (Original Uploaded)			
1	Filled in Bid Submission Check List (Annexure 1)		
2	Bid Processing Fee of Rs.____/- in form to DD		
3	BID Security Declaration Form		
4	TECH-1: Covering Letter		
5	TECH-2: General Details of the Bidder		
6	TECH-3: Financial Capacity of the Bidder		
7	TECH-4: Power of Attorney		
8	TECH-5: Bidder's Past Experience		
9	TECH-6: Undertaking for Non-Blacklisting		
10	TECH-7: Conflicting Activities & Declarations		
11	TECH-8: Commitment for Proposed Equipment & Material		
12	TECH-9: Proposed Technical Manpower Deployment Plan		
13	TECH-10: Quality Control Mechanism		
14	TECH-11: Non-Collusion Certificate		
15	TECH-12: Description of Approach & Methodology		
16	TECH-13: Proposed Work Plan		

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

Name of the Building – BMC-ICOMC Building, BSCL, Bhubaneswar	
Total Super built up Area	21897.43 Sqmt.
Total Carpet Area	10821.3 Sqmt
Common Area	9912.75 Sqmt.
Basement Parking	5658.97 Sqmt.
Surface 2 – Wheeler parking	372.19 Sqmt.
Surface 4-wheeler parking	2878.81 Sqmt
Structural Glazing Openable Area	8.82 Sqmt.
Structural Glazing fixed Area	209 Sqmt.
Aluminum Windows	640 Sqmt.
UPVC Windows	1335 Sqmt
UPVC Louvers	215 Nos
Over Head Tank – 03 Nos.	(20000 Ltrs. Capacity each)
Drinking Water Sump	53000Ltrs. Capacity
Fire Hydrant Sump	150000Ltrs. Capacity
<u>Flooring of the Building : -</u>	
Granite Flooring..	2227.62 Sqmt.
Portico Flooring –	178.98 Sqmt.
Pavements (Cement Concrete).....	1555 Sqmt.
Pavements (Paver Block).....	1042 Sqmt
Toilets.....	155 nos
Differently abled Ramp Tiles & SS hand rails	40 Sqmt , 27 Rmt
Staircase 4 nos with Granite Flooring and Dado skirting SS Hand Rail Lifts – 7 + 1 goods lift	511 Rmt SS hand rail 16 passenger – 5 stops – 2 nos 16 passenger – 13 stops – 2 nos 20 passenger – 13 stops – 2 nos 10 passenger – 4 stop – 1 nos Goods lift – 1000kgs – 1 nos
STP tank Capacity WTP tank Capacity Domestic tank Fire tank 2 nos	60 KLD 35KL 53 KL 150 KL 2 nos each
<u>Flooring</u>	
Office area tiles flooring	13203.12 Sqmt. 8374 Sqmt.
Dado DC tiles.....	168.79 Sqmt.
Atrium Lobby (Granite Flooring with dado skirting)....	1417 Sqmt.
Wall cladding of staircase l o b b y .. (Granite cladding)	2851 Sqmt Having GFRC jalli in parapet walls
Total Terrace Area (Portico, 3rd Floor low terrace area & Terrace Floor)	

Four Security Room having Concrete tiles Flooring of 17.2 Sqm. provided with one no. Aluminum Windows and 1 UPVC door each.	
D.G. Room equipped with 2Nos.1500 K.V.A. D.G. & accessories	300.43 Sqmt.
100HP 1nos Sprinkler pump, 2 nos of Jockey pumps , 100HP 1 nos. of hydrant pumps and 1 nos Diesel generator & 1 nos water curtain pump other Accessories.	361.31 Sqmt.
Substation yard Area	821 Sqmt.
Front Lawn & Plantation of area	2272 Sqmt.
Water body area	141.22 Sqmt
Common Signage Board Fire Fighting with stickers complete set	104 Nos
5 nos of Iron MS Gate	33.1 Rmt
Kerb Stones along the pathway	185.7 Sqmt
Basement Column Edge guards & speed humps	448 nos +15 nos
2 Glass doors in North and South Side portico Area	17.25 Sqmt
Fire Doors of 2 hrs. Fire rated specifications	96 Nos
Flush Doors at all toilets	143 nos
PVC doors at shafts	34 nos
HVAC	320TR (VRF 17Nos)with accessories indoor cassette -32 nos AHU 32TR-1nos ERW-17nos

Note:

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

Annexure 3: Details of available assets at the facility

Clause Deleted, as scope of AMC is not covered under this CFMS Contract

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. Should be completed before 8:30Am every day	Once / Day	Compulsory	1000 / Day
6	Dusting / cleaning in the project facility(excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc.	2 Times/Day	1 Day	500/ Day
7	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	1000 / Day
8	Sweeping, wet mopping, dusting of stairs(including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000 / Day
9	Cleaning and upkeep of all Parking, service, basement and maintenance area.	Once / Day	1 day	1000 / Day

2. Regular Maintenance Services

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	1 Day	500/Day

2	Shampoo Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	Compulsory	500/Day
3	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	20000/15 Days
3	Painting and erection of MS Ladder or replacement if required and if found theft or damaged.	Once a Month	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
4	Chemical treatment of water for purification.	Alternate Days	4 Days	500/Day
5	Maintenance of manhole cover including replacement if found damaged or theft	Once/15 Days	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.

SW DRAIN AND SEWAGE SYSTEM				
1	Cleaning of bed properly including removing of mud, soil etc.	1 Time /Week	1 Day	10,000 / Day
2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Week	1 Day	10,000/ Day
PEST CONTROL				
1	Disinfestations treatment	1 Time / Fortnightly	1 Day	10,000/ Day

2	Rodent Control	1 Time / Monthly	1 Day	10,000 /on repeated non-compliance
3	Fly Control	1 Time / Monthly	1 Day	10,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	10,000 /on repeated non-compliance
OTHERS				
1	Repair and maintenance of sanitary fixtures,	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	On alternate days	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	Immediate	Compulsory	As per twice the market rate of damaged/ theft fixture or 2000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day
7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day
DRINKING WATER FOUNTAIN				
1	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in	1 Time / Day	1 Day	40000 / Day

2	Painting inside outside as per approved paints on railings and outer concrete face.	1 Time / 6 Months	1 Month	10000 / 15 Days
HORTICULTURE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	2000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	50000 / Day
3	Manual watering	Whenever Required	Compulsory	1000 / Day
4	Replacement of damaged grass,	Whenever Required (to be done immediately)	Compulsory	1000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	1000 / Day

GARDEN UTILITY				
Sl. No.	Service Level Requirement	Schedule / Timing	Non Compliance Limit	Penalty Rate(INR)
1	Dusting of each and every benches and dustbin.	3 Times / Day	1 Day	1000 / Day
2	Wiping the chairs	1 Time / Day	1 Day	500 / Day
3	Cleaning, Repairing work for benches & dust bin.	On alternate days	1 week	22000 / Day
IRRIGATION / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	15000/Day

2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	10000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	25000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	30000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	10000/Day
WATER BODY POND				
1	Cleaning of pond, cleaning of waste, algae and garbage from pond.	2 Time/Months	15 Days	10000/Day
2	Removal of weeds	1 Time/ year	15 Days	15000/Day
3	Levelling of bottom soil surface disturbed the flow of water.	1 Time/6 Month	15 Days	17000/week
4	Dry pitching with random rubble masonry work if required or found settlement including gaps filling with Murom or sand.	Whenever Required	Compulsory	20000/week
5	Supply of water to maintain required water level.	1 time/week	Compulsory	20000/week
PATHWAY				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	15000/Day
2	Removal of water by manually stacked rainwater.	Every day before park opening time	1 Day	5000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	20000/ Week
4	Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	On Alternate Days	2 Days	20000/ Week

5	Removal and making of damaged kerbstone including plaster to provide weepholes for water drainage to lawn areas.	On Alternate Days	2 Days	10000/Week
6	Painting work of kerb stone of approved shades.	1 Times/ 6 Months	1 Month	10000/Week
Boundary Wall				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	20000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged /theft fixture or 2000/ Day whichever is higher.
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

Annexure 5: Manpower Requirement

Sl no	Category of staff		Educational Qualification/ Experience	Morning	Afternoon	Night	Total in Number
				0600-1400	1400-2200	2200-0600	
A		General Services					
1	Facilities Manager (Technical)		Btech/ B.E (Civil/Mechanical) graduate with at least 5 years of exp. In Facility management	1			1
2	Asst. Facilities Manager (Non-Technical)		Any graduate with at least 5 years of exp. In Facility management	1			1
B		House Keeping Services					
3	House Keeping Executive (Skilled)		Any graduate with at least 5 years in housekeeping management	1			1
4	Supervisor (Semi-Skilled)		Any graduate with at least 5 years in housekeeping supervising	1	1	1	3
5	House Keepers (Un-Skilled)		Must have at least 5 years of experience in housekeeping	12	5	4	21
C		Landscaping Services					
6	Supervisor (Skilled)		Must have at least 5 years of experience in landscaping services	1			1
7	Gardener (Semi-Skilled)		Must have at least 3 years of experience in gardening services	6	1		7
D		Technical Services					
8	MEP Executive (Highly Skilled)		BE / Btech in Electrical/Mechanical with 5-10	1			1

		years of experience in MEP services				
9	Electrical Supervisor (Skilled)	Diploma in Electrical with min. 5 years of experience in facility services	1	1	1	3
10	Electrician/HVAC technician (Semi-Skilled)	Diploma with 5 years of experience in HVAC services	4	4	3	11
11	Electrical Helper (Unskilled)	5 years of experience in electrical works	1	1	1	4
13	Plumber / Carpenter (Semi-skilled)	5 years of experience in plumbing works	2	1		3
E	Security Services					
14	Security Officer (Highly Skilled)	Ex-serviceman with Graduation, Min.5-10 yrs. industrial exp.	1			1
15	Security Supervisor (Skilled)	Ex-serviceman, Min.5-10 yrs. industrial exp.	1	1	1	3
16	Security Guards (Semi-Skilled)	Min.5-10 yr. in Security services	8	8	8	24
17	Gunman (Skilled)	Min 5-8 years' experience in Security monitoring; field work;			1	1
F	Office Management & Support Services					
18	Help Desk (Semi-Skilled)	Min 5-8 years' experience in support services	1			1
19	Office Assistant (Semi-skilled)	Min 3-5 years' experience in support services	1			1
20	Lift Operator	-	2	2		4
21	Office Boy (Un-skilled)	-	1			1
					Total	93

Annexure 6: Deduction for Non-Performance

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in 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

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

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

Note: The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work in FORM T6.

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

Annexure 8: List of Consumables to be used

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 Client. The tentative lists 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 CFMS Agency as per the State/Central guideline.