



# Bhubaneswar Smart City Limited

Block-1, 5<sup>th</sup> Floor, BMC- Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007

E-mail Id: bbsr.bscl@gmail.com, CIN: U74990OR2016PLC020016

Telephone-0674- 2548428 FAX: 0674-2540811

Ref. No. BSCL/Administration/Selection of Agency for Parking Management of MLCP, Saheed Nagar, 2022/90-L3 -1676 dated 14.09.2022

## **REQUEST FOR PROPOSAL (RFP) SELECTION OF AGENCY FOR OPERATION AND MAINTANANCE OF MULTI-LEVEL CAR PARKING, SAHEED NAGAR, BHUBANESWAR.**

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M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposals for **Selection of Agency for Operation and Maintenance of Multi-Level Car Parking, Saheed Nagar, Bhubaneswar.** The Bid document can be downloaded from the website of BSCL i.e. [www.smartcitybhubaneswar.gov.in](http://www.smartcitybhubaneswar.gov.in). Interested agencies may submit their proposals in a sealed cover super-scribing as "**RFP for Selection of Agency for Operation and Maintenance of Multi-Level Car Parking, Saheed Nagar, Bhubaneswar.**" with advertisement number and Date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5<sup>th</sup> 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 29.09.2022** positively and the same will be opened at **12.30 PM on 30.09.2022.** on the same day. Proposals 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. For any queries you reach through email:[bbsr.bscl@gmail.com](mailto:bbsr.bscl@gmail.com) or telephone:0674- 2548428 / 2540811.

By order of Managing Director

**General Manager,  
Bhubaneswar Smart city Limited**

**Bid Identification No.1676 dated 14.09.2022**

**Request for Proposal (RFP)  
for**

**Selection of Agency for Operation and Maintenance of Multi-level Car  
parking Building at Saheed Nagar, Bhubaneswar**



**Issued by:**

**Bhubaneswar Smart City Limited (BSCL)**

Block-1, 5<sup>th</sup> 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**

**5<sup>th</sup> Floor, Block-I, BMC Bhawani**

**Mall, Saheed Nagar,**

**Bhubaneswar- 751007**

**E-mail- [bbsr.bscl@gmail.com](mailto:bbsr.bscl@gmail.com)**

**Tel- 0674-2548428**

## DATA SHEET

1	<b>Name of the Work</b>	<b>Operation &amp; Maintenance of Multi-level Car Parking Building at Saheed Nagar, Bhubaneswar</b>
2	<b>RFP Issued by</b>	Bhubaneswar Smart City limited
3	<b>Mode of bidding</b>	Offline (Hard copy)
4	<b>Contract period</b>	The contract period of the agency shall remain force for an initial period of 3(three) years which may renew on yearly satisfactory performance basis and it can extend for a further period of 02 years subject to satisfactory execution of the agreement on the Mutual consent of both the Parties.
5	<b>Method of Selection</b>	Least Cost Based Selection (LCBS)
6	<b>Cost of tender document</b>	Rs.5,900/- inclusive of GST(Nonrefundable) to be paid in form of demand draft drawn from any nationalized/scheduled bank in favour of Managing Director, BSCL payable at Bhubaneswar.
7	<b>Bid Security performance</b>	Rs.2,00,000/- (refundable) to be paid in form of demand draft in favour of Managing Director, BSCL payable at Bhubaneswar.
8	<b>Publication of RFP Notice</b>	15 /09 / 2022
9	<b>Pre-bid meeting</b>	The pre-bid meeting shall be held on 20/09/.2022 at 11:00AM. Pre-bid queries shall be sent by 19/09/2022 by 5.00 PM to <a href="mailto:bbsr.bscl@gmail.com">bbsr.bscl@gmail.com</a>
10	<b>Uploading of response to Pre-Bid Query</b>	22/09 / 2022
11	<b>Last date and time of Submission of bid documents</b>	29/09/2022 up to 5:00 PM
12	<b>Date of opening of Technical Proposal</b>	30/09/2022 at 12:30 PM
13	<b>Date of Opening of Financial Proposal</b>	To be Intimated later
14	<b>RFP can be downloaded from:</b>	<b>Website:</b> / <a href="http://www.smartcitybhubaneswar.gov.in/">www.smartcitybhubaneswar.gov.in/</a>
15	<b>Available of tender document</b>	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information. From 05.00 PM on 15/09/2022 to 05.00PM of 29/09/2022 at 05.00 PM
15	<b>Address for Correspondence</b>	General Manager (Admin) Bhubaneswar Smart City Ltd. Block-1,5 <sup>th</sup> Floor, BMC-Bhawani Mall Saheed Nagar, Bhubaneswar-751007 Khordha, Odisha Phone: 0674-2548428

## 1. **INTRODUCTION TO BIDDERS**

### 1. **INTRODUCTION**

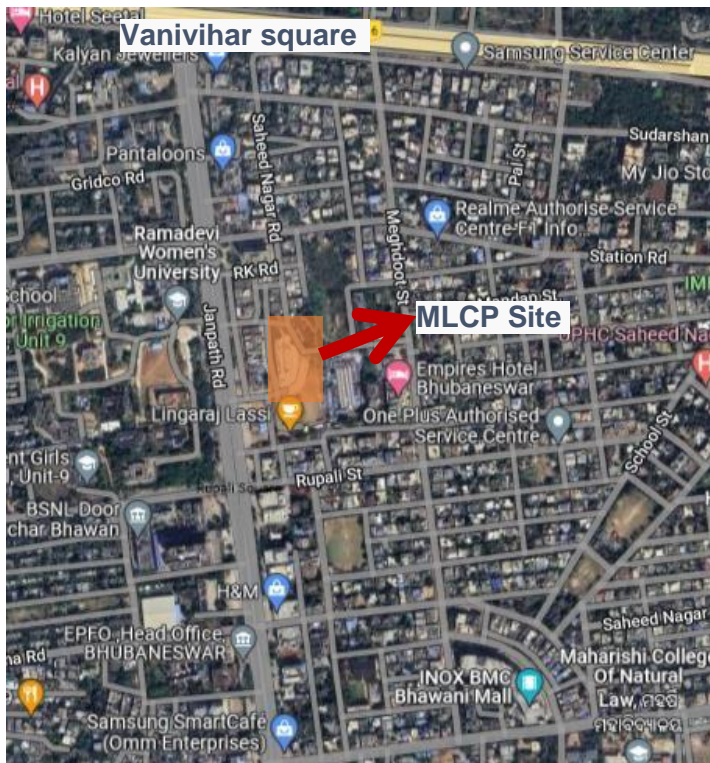
Bhubaneswar Smart City Limited has developed two Multi-Level Car Parking's (MLCP) for an efficient vehicle parking management system. As part of Smart City Proposal, the development of **multilevel car parking with commercial leasable space** will be juxtaposed to semi-automated parking facilities. The Multi-Level Car Parking (MLCP) building has created parking suitable for 256 nos. Equivalent Car Spaces (ECS). All the floors above the parking floors have been built as commercial spaces. The car parking building has lower and upper basement, and ground and above floors depending on the applicable F.A.R and building by laws of Bhubaneswar Development Authority. In this regard, Bhubaneswar Smart City Limited ("the Authority") intends to select an agency for **Operation and Maintenance of Multi-level Car Parking Building at Saheed Nagar, Bhubaneswar** for a period of 03(three) years which can be extended to another 02(two) years subject to satisfactory performance of O&M agency.

Bhubaneswar's road network is grid-iron with ROWs ranging from 30 to 60m. National highway passes through the city carrying regional passenger and freight traffic. Despite of wide roads, peak hour traffic volume is exceeding the capacity at many major locations within the city. Bhubaneswar's streets are designed with wide footpaths and approximately 26% of the major road network is having footpaths wider than 1.8m.

Looking at the parking problem witnessed in Saheed Nagar particularly overcrowding and parking problem, Multi-Level car parking looks the most feasible option. The main advantages of the MLCP are:

- Reducing on street parking leading to full utilization of the carriageway
- Optimization of space
- Lower maintenance cost
- Maximum PCUs can be achieved in minimum land area
- Through cost effective technologies lower construction cost can be achieved
- Secure and environment-friendly
- Comfortable for the drivers and no hassle in finding parking space.
- Commercial Leasable Space

## 2. LOCATION



The site is 5.8 kms from the Biju Patnaik International Airport and 2.5 kms from the Bhubaneswar Railway station. The area located in the central business district of Bhubaneswar.

## 3. PROJECT FACILITIES

- a. Total land Area- 0.734 Acre
- b. Total Built Up Area- 13,031 sqm
- c. No. of floors - 08
- d. Area Statement –

SN	Floor	Use	Floor Area	Floor Area	4-Wheeler Parking	2-Wheeler Parking
			(in sqm)	(in sqft)		
1	Lower Basement	Parking	2,360.50	25,408.20	39	207
2	Upper Basement	Parking	2,360.50	25,408.20	37	182
3	Ground Floor	Parking	1,461.00	15,726.07	30	0
4	1st (First) Floor	Parking	1,461.00	15,726.07	34	5
5	2nd (Second) Floor	Parking	1,461.00	15,726.07	36	5
6	Commercial Area( 3 floors)	To be Leased / Rented by BSCL	3,927.30	42,273.09		

**a. Facilities in MLCP-**

2 nos. Lift, Ramp for persons with disabilities/ senior citizen PAS system, Parking sensor, Digital display, CCTV surveillance, RO water purifier system, Underground Reservoir with a capacity of 1.5 lakhs liters for firefighting and 1lakh liters for Domestic, firefighting, Toilets etc.

**4. GENERAL TERMS AND CONDITIONS**

- a. The selected bidder shall operate and manage the MLCP including all its facilities based on the minimum standard level benchmarks (SLBs) for a period of 05 (five) years. The tenure of contract period shall remain in force for an initial period of 03 years and extension period of 02 years subject to satisfactory performance of agency.
- b. The bidding parameter for determining the Selected Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the **Least Cost Based Selection** method. The Bidders are required to submit a separate Technical Proposal and Financial Proposal (collectively, the Proposal). The Financial Proposals of only those Bidders that comply with the Qualification Criteria and eligibility criteria submitted as a part of their Technical Proposal will be opened.
- c. After the signing of contract agreement with the selected bidder on Appointed Date i.e., date of execution of contract agreement, both parties shall be required to fulfill all condition precedents within 30 days. The date on which all the Conditions Precedent are met will be referred to as the Effective Date.

**5. SCOPE OF WORK**

- i. The **Selected Bidder** shall not employ following persons on work.
  - a. Any Minor Person (Child Labour)
  - b. any person having age of more than 58 years
  - c. any pregnant woman
- ii. Any person with criminal antecedent.

**4. Operation and Maintenance of MLCP premises**

The operation and maintenance have been made in a way to ensure smooth and safe operation of the MLCP at Saheed Nagar and its premises as per the provision of O&M Agreement.

- a. The selected bidder / O&M Agency shall have to pay all the utility charges /bills such as but



not limited to electricity charges, water charges and other applicable charges during the entire contract period.

- b.** Cleaning and upkeep of the entire MLCP campus and its facilities and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
- c.** Cleaning of ground floor, first floor and second floor toilets. Deployment of staff and its management as per the provision of contract and prevailing laws of State Government.
- d.** Abide by all Laws/Statutes in connection with this project including Insurance.
- e.** O&M Agency has to ensure no activities (other than approved and permitted by Bhubaneswar Smart City Limited) takes place which can create noise.
- f.** Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project area.
- g.** O&M Agency has to maintain the RO Water Facility in MLCP.
- h.** Employment of personnel
  - 1.** The O&M Agency agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The O&M Agency shall also comply with each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The O&M Agency shall engage fully trained and adequately experienced staffs, who are medically fit and free from any infectious diseases. The O&M Agency shall get the medical examination of their employees once every 6 months and submit the said test report to authorized representative of BSCL.
  - 2.** The O&M Agency undertakes and acknowledges that the Bhubaneswar Smart City Limited shall have full rights to Test, Interview, otherwise assess or determine the quality of O&M Agency employees/workers deputed in its premises. Bhubaneswar Smart City Limited can direct the O&M Agency and the O&M Agency shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.

- i.** Bhubaneswar Smart City Limited or its authorized representative will have full access and authority to the site at convenient time and to review the relevant books and papers.
- j.** Cleaning and Solid Waste Management
  - 1. Cleaning roaster shall be maintained by Agency and provided to the authority whenever asked for.
  - 2. Agency shall ensure that the Project Facility areas are clean at all times
  - 3. Agency shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project
  - 4. There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness
  - 5. While cleaning the Project Facility, Agency shall make sure that the dump shall not be thrown in rest of the areas of MLCP, except any area which is designated by the Bhubaneswar Smart City Limited for such purpose.
  - 6. Agency shall follow adequate waste management and disposal methods for waste generated from Project
  - 7. Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
  - 8. No. of dustbins and specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
  - 9. The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
  - 10. The area around the dustbins should be kept clean at all times.
- k.** O&M Agency is solely responsible for any damage caused to the property/any other public infrastructure during the contract period.
- l.** O&M Agency shall provide the required firefighting services conforming to relevant standards and the applicable rules and regulations
- m.** O&M Agency has to ensure that water supply, drainage, electricity services to the project facility be fully operational during the O&M period.
- n.** O&M Agency has to ensure all the compliance's for GRIHA rating-3.
- o.** O&M Agency has to ensure that project site remains free from all encroachments, and take necessary steps to remove them.
- p.** O&M Agency has to ensure that project site and facilities created are not defaced by any kind of writings/posters.

- q. Force majeure and termination related provisions will be detailed out during signing of the O&M Agreement.
- r. The **Selected Bidder** shall follow all the guidelines and laws such as Minimum Wages Act, Labour Laws, and any other applicable.

## 5. Complaint Book

- a. The Selected Bidder shall maintain a complaint book in a prominent place on the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the authorized Officers of the BSCL.
- b. Bhubaneswar Smart City Limited does not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Agreement or modifications thereof, such negotiations should be sought by the Selected Bidder and no collective representation/bargaining will be entertained.
- c. Bhubaneswar Smart City Limited, based on any public complaints, may ask Selected Bidder to remove such employees whose services are doubtful or the behavior or having criminal background & the Selected Bidder is bound to abide by the advice of competent authority of Bhubaneswar Smart City Limited.
- d. Handing Over of the premises on expiry of contract period or on termination of the Agreement by the competent authority of Bhubaneswar Smart City Limited.
- e. On account of any breach on the part of the Selected Bidder and termination of this Agreement, the Selected Bidder shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by the Bhubaneswar Smart City Limited or developed by Selected Bidder under this Agreement to the Managing Director, Bhubaneswar Smart City Limited or his authorized representative.

## 6. Selected Bidder's Liability:

- a. The Selected Bidder shall completely indemnify and hold harmless the Bhubaneswar Smart City Limited and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of Agreement, wrongful act or negligence by the Selected Bidder or any of its employees engaged in the provision of the services to Bhubaneswar Smart City Limited.

- b.** The Selected Bidder shall not be liable in anyway whatsoever and the Managing Director, Bhubaneswar Smart City Limited hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
  - i.** Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
  - ii.** Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Selected Bidder or any of its employees engaged in the operation & Maintenance Services at the Multilevel Car parking building at Saheed Nagar, Bhubaneswar.
- c.** The Selected Bidder shall not assign, transfer or subcontract any of its rights and duties under this Agreement except as provided without the prior approval of competent authority of Bhubaneswar Smart City Limited.

## **7. INVENTORY LIST**

To be inserted by Bhubaneswar Smart City Limited authorizes in the agreement after selection of the bidder / Agency on the basis of joint inspection.

## **8. SCOPE OF REPAIR, CIVIL WORKS, WHITE WASHING AND OTHER MINOR, MAJOR REPAIR WORKS**

- 1. All the minor repair and maintenance work shall be carried out by the selected bidder as follows (indicative only),
  - a. Providing manpower for operation of electrical and water supply provision to the entire area.
  - b. Replacement of electrical goods like bulbs, street lights, switch, switch board, holder, MCB etc.
  - c. Replacement of water tap, fittings, damaged basin, mirror, toilet pan.
  - d. Repair of fire pumps, water pumps, DG set, CCTV, and Lift.
  - e. Daily cleaning and sweeping of the MLCP building floor area and disposal of garbage at designated place as decided by BSCL.
  - f. Watering and maintaining the lawn and the garden
  - g. Provision for manpower for 24 hours watch and ward
  - h. Operation of Fire Safety Measure, CCTV and Lift.

- i. Minor repair and maintenance of existing sewage line over building area.
- 2. All the major civil works and replacement of equipment shall be carried out by the BSCL
  - a. White washing inside and outside of the MLCP and provision of signages at specific points once in 02 years.
  - b. Repair, maintenance of major civil works and extension of civil structures if any.
  - c. Replacement of motors for water supply and fire safety measures, DG set and CCTV initially by BSCL, if not deliberately mishandled.
  - d. Repair and maintenance of approach road and visitor circulation paths,
  - e. Extension of water supply line, electrical line, sewage line if any common area,
  - f. Carriage of garbage from stacking point and dustbins to outside

## LETTER OF INVITATION

### **Name of the Assignment: Operation and Maintenance of Multi-level Car parking Building at Saheed Nagar, Bhubaneswar.**

1. The Managing Director, Bhubaneswar Smart City Limited (the "**Authority**"), invites reputed agencies, for **Operation and Maintenance of Multi-level Car parking Building at Saheed Nagar, Bhubaneswar.**
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. 5,900/- (Rupees Five Thousand Nine Hundred only inclusive of GST)** towards **Bid Processing Fee in form of Demand Draft** 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 BSCL website [www.smartcitybhubaneswar.gov.in](http://www.smartcitybhubaneswar.gov.in), 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. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder 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/-

**MANAGING DIRECTOR  
BHUBANESWAR SMART CITY LIMITED**

## **1. INSTRUCTIONS TO BIDDERS**

### **a) Scope of Bids**

- (i) The Authority wishes and invites Bids from experienced and capable Bidders in the format and within the specified date and time as described in this Request for Proposal.
- (ii) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- (iii) The Bidder shall furnish a Bid Security of value equivalent to Rs. 2,00,000/- (Rupees Two Lakhs only) in accordance with the provisions of this Request for Proposal. No other form of Bid security is allowed except Demand Draft.
- (iv) The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance security under the Agreement.

### **b) Eligibility of Bidders- General**

For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- i. A Bidder is eligible to submit only one Bid for the Project.
- ii. The Bidder shall be a single entity only. No group of entities (the "**Consortium**"), or a Joint Venture is allowed. The term Bidder used herein would apply to only a single entity. A Bidder shall be eligible to bid subject to the conditions set out in clause below.
- iii. A Bidder can be (i) a company incorporated under the Indian Companies Act, or, (ii) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India, or, (iii) a sole proprietorship firm.

**c) Sealing and Marking of Bids**

- I.** The Bidder shall submit the Technical Proposal in the format specified at Appendix-I, the hard copy should be sealed in an envelope and marking the envelope as **"Technical Proposal"**.
- II.** The Bidder shall submit the Financial Proposal in the format specified at Appendix-III and seal it in another envelope and mark the envelope as "Financial Proposal". Both the envelopes of the Technical Proposal and the Financial Proposal shall then be sealed in an outer envelope and mark the envelope as "Bid". The Bidder shall seal the original Technical Proposal together with its respective enclosures and Financial Proposal in separate envelope duly marking the envelope as "ORIGINAL".

Bid for:

"Selection of agency for Operation and Maintenance of Multi-level Car Parking Building  
at Saheed Nagar Bhubaneswar, Odisha"

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date shall be indicated on the right-hand corner of each of the envelopes.

**III.** Address for correspondence:

General Manager (Admin.),  
Bhubaneswar Smart City Limited,  
5<sup>th</sup> Floor, Block-1, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar

- IV.** If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- V.** Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.



**d) Bid Due Date**

- I. Bids should be submitted as per the Bid Due Date and time specified in this RFP.
- II. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

**e) Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**f) Modifications/ Substitution/ Withdrawal of Bids**

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause as mentioned in this RFP, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**2. EVALUATION PROCESS**

**a) Opening and Evaluation of Bids**

- i. The Authority shall open the Technical Bids as per the schedule of bidding process and in the presence of the Bidders who choose to attend.
- ii. The Authority will subsequently examine and evaluate technical Bids in accordance with the provisions set out in Section.
- iii. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

- iv. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for evaluating the Technical and Financial Capacity of the Bidder.
- v. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for evaluating the Technical and Financial Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of of this RFP.
- vi. The Bidders who meet the eligibility criteria as mentioned in this RFP will be shortlisted and eligible for opening the Financial Proposal.
- vii. The Tender will be awarded to the bidder quoting the Lowest O&M fee.
- viii. The opening of Bids and acceptance thereof shall be substantially in accordance with this Request for Proposal document.

#### **b) Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

#### **c) Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

#### **d) Tests of Responsiveness**

Prior to evaluation of Qualification Proposal, the Authority shall determine whether each Technical Proposal is responsive to the requirements of the Request for Proposal. A technical Proposal shall be considered responsive only if:

- a) it is received as per format at Appendix-I
- b) it is received by the Bid Due Date including any extension thereof
- c) it is accompanied by the Power of Attorney for signing the Bid
- d) it contains all the information and documents (complete in all respects) as requested in this Request for Proposal;
- e) it contains information in formats same as those specified in this RFP;
- f) it contains certificate from its statutory auditors/Chartered accountant in the format specified at Appendix-I of the RFP;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof;
- i) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

#### **e) Clarifications**

- i. To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- ii. If a Bidder does not provide clarifications sought under Clause a above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

### **3. . QUALIFICATION AND BIDDING**

#### **A. Short-Listing and Notification**

After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed qualified Bidders whose Financial Proposals shall be liable to be opened. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

#### **B. Proprietary Data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

#### **C. Correspondence with the Bidder**

Save and except as provided in this Request for Proposal, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **4. BID SECURITY**

- a.** The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses hereinabove.
- b.** The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free
- c.** Save and except as provided in Clauses stated above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Bidders may by specific instructions in writing to the Authority give the name and address and account details of the person in whose account the refund to be processed. failing which it shall be refunded in the account from where the Bid security was deposited initially.

- d.** The Selected Bidder's Bid Security will be returned, without any interest, upon the Agency signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- e.** The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified in Clause herein below. The Bidder, by submitting its Bid pursuant to this Request for Proposal, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Request for Proposal, no relaxation of any kind on Bid Security shall be given to any Bidder.
- f.** The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:

  - I.** a Bidder submits a non-responsive Bid;
  - ii.** a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this Request for Proposal;
  - iii.** a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - iv.** the Selected Bidder fails within the specified time limit -

    - 1.** to sign and return the duplicate copy of LOA; or
    - 2.** to sign the Service Agreement; or
    - 3.** to furnish the Performance Security within the period prescribed therefore in this RFP or Service Agreement.
  - v.** the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

## 5. CRITERIA FOR EVALUATION & EVALUATION OF BIDS

### **I. Eligibility criteria**

#### **a) Technical Capacity**

The bidder should have a minimum experience of 3 years of experience in, managing contract exclusively for operation and maintenance services at any High-rise Buildings/ Institutional campus/ Business centers/hospitals/ commercial buildings (hotel, malls, officesetc.) in the last 5 (five) Financial Years ending 2020-21.

#### **b) Financial Capacity**

The bidder shall have an annual turnover of INR 50 lakhs (Rupees Fifty lakhs only) in any one year during the last 5 (five) Financial Years ending 2020-21.

### **II. Financial Information for purposes of Evaluation**

- a. The Bid must be accompanied by the Audited Financial Statement of the Bidder for the last 5 (five) financial years preceding the year in which the Bid is made.
- b. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 5 (five) years preceding the year for which the Audited Financial Statement is not being provided.
- c. The Bidder must establish the minimum Annual turnover as specified in Clause above as the case may be, and provide details as per format at Annexure-II Financial capacity of the Bidder of APPENDIX I

### **III. Financial Proposal**

The Bidders who are shortlisted after evaluation of technical proposal will be informed about the opening date of the Financial Proposal in writing and on the following website i.e. [www.smartcitybhubaneswar.gov.in](http://www.smartcitybhubaneswar.gov.in) and the Financial Proposal shall be opened in the presence of the shortlisted Bidders who choose to attend.

### **IV. Selection of Bidder**

- a. The bidder meeting the technical eligibility criteria and other terms and conditions as set forth in this RFP and quoting the Lowest Bid price, shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b. In the event that two or more Bidders quote the same amount of quoted price, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- c. In the event that the bidder quoting the lowest bid price withdraws, the Authority may invite all the remaining Applicants to match the Bid of the aforesaid L1 Bidder/Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

- d. In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- e. After selection, a Letter of Award (the “**LoA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the issuance of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- f. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Agreement. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- g. The L2 Bidder/Second Lowest Bidder will be empaneled as O&M Service Provider by BSCL and will be awarded the work, in the event of breach of agreement between L1 Bidder and BSCL.

## **V. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.



## **VI. Bid Parameter**

- a. The financial proposal shall comprise of Annual Service Fee, to be quoted by the Bidder in accordance with the provisions of this RFP and Service Agreement. The Bidder who quotes the "**Lowest price**" shall be the Selected Bidder. Bids are invited on the basis of the Least Cost Method as per the provisions hereof and particularly the Agreement.
- b. The O&M cost shall be increased at the rate of 3% (Three percent) **year on year basis**, over the previous year's O&M cost if the performance is satisfactory.
- c. The Annual O&M Fee quoted by the Bidder shall be over and above the Bidder's obligation to operate & manage as per the details set out in the Service Agreement.
- d. Annual O&M Fee shall be paid on monthly basis by the Authority to the Agency.
- e. The Selected Bidder shall deliver to the Authority within 15 days of issuance of the Letter of Award (LOA) a Performance Security equal to **10% of the Quoted Bid Price** in the Financial Proposal in the form of a Bank Guarantee or Demand Draft in favour of **Managing Director, Bhubaneswar Smart City Limited**, payable at Bhubaneswar in scheduled bank.

## **APPENDICES**

## **APPENDIX I**

Letter Comprising the Technical Proposal and Annex I – III

Dated: [●]

To,

**Managing Director**

**BHUBANESWAR SMART CITY LIMITED**

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

Sub: RFP for "Selection of Agency for Operation and Maintenance of Multi-level Car Parking Building at Saheed Nagar, Bhubaneswar, Odisha"

Dear Sir,

With reference to your RFP document dated \_\_\_\_\_<sup>2</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project.

1. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Agency for the aforesaid project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an Agency for the operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last five years have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
- (b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and;
- (e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive.

9. I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

10. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.

13. I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project and no bar subsists as on Bid Due Date.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Request for Proposal; we shall intimate the Authority of the same immediately.

15. The power of attorney for signing of Bid as per format provided at Appendix II, of the Request for Proposal, is also enclosed.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above- mentioned Project and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. I/ We certify that in terms of the Request for Proposal, my/our Annual turnover is Rs ..... (Rs ..... in words)

19. We agree and undertake to severally liable for all the obligations of the Agency under the Service Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and Seal of Bidder

(All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder)

## **Annex I - Particulars of the Bidder**

### **1. Particulars of the Bidder**

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

### **2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:**

### **3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:**

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:

### **4. Particulars of the Authorized Signatory of the Bidder:**

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:

5. The following information shall also be provided for the Bidder:Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last five years?		

6. GST Certificate , PAN Card, Company/Firm Registration Certificate, EPF,ESI and other essential certificates.

7. A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

## **Annex II - Financial Capacity of the Bidder**

<b>Bidder type</b>	<b>Annual Turnover</b>					<b>Average Annual turnover</b>
	<b>2020-21</b>	<b>2019-20</b>	<b>2018-19</b>	<b>2017-18</b>	<b>2016-17</b>	
(1)	(2)	(3)	(4)	5	6	(7)
Single entity Bidder						

Name & address of Bidder's Bankers:

### **Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - a) reflect the financial situation of the Bidder where the Bidder is relying on its Associate's financials;
  - b) be audited by a statutory auditor/charted accountant;
  - c) be complete, including all notes to the financial statements; and
  - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



### **Annex III - Details of Eligible Projects**

1	Project Name:	
2	Name of Bidder:	
3	Project Location:	
4	Building Area (Sqm):	
5	Start Date (Month/Year):	
6	Whether ongoing (Yes / No):	
7	If completed, date of completion: (DD/MM/YYYY)	
8	Detailed Narrative Description of Project:	
9	Number of Staff provided:	
10	Value of Services (INR) per year:	
11	Name of Client:	
12	Client Contact Details:	

#### **Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project or Location in this Annex. The projects cited must comply with the eligibility criteria specified in this RFP. Information provided in this section is intended to serve as a backup for information provided in the Application. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project/Location.
3. Experience certificate from the Bidder's Clients for completed/ongoing projects.
4. Certificate from the Bidder's statutory auditor/charted accountant must be furnished as per formats below for each Eligible Project. In jurisdictions that do not

have statutory auditors/ chartered accountants, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

5. In case of Private Client, the Bidder shall furnish the bank statement for payment made/received for the O&M services.

**Certificate from the Statutory Auditor / Chartered Accountant regarding  
Operation and Maintenance of the Work**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder) is/ was an equity shareholder in ..... (title of the project company) and holds/ held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....% of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date). The project was commissioned on..... (date).

We further certify that the Bidder have managed the **Operation and Maintenance Services** at .....

(Project name and location) and **made/received payment for O&M services of**

the above work during the past three financial years ending FY 20-21)

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory) Date:

6. Bidders are required to produce client certificates, invoices, bank statements, order letter, completion certificates etc. to substantiate the experience demonstrated

**Certificate from Statutory Auditors/Chartered Accountant/Company Secretary regarding Associate**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (Name of the Associate) is held, directly or indirectly, by ..... (Name of Bidder).

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder in the Associate}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of Date: the authorized signatory).

## **APPENDIX II - Power of Attorney for signing of Bid**

(To be executed on a non-judicial Stamp Paper of Rs 100)

Know all men by these presents, We ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at..... , who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the –**"Selection of Agency for Operation and Maintenance of Multi-level Car Parking Building at Saheed Nagar, Bhubaneswar, Odisha"** (hereinafter referred to as "the **Project**") proposed or being developed by the

\_\_\_\_\_ (the "**Authority**") including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

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

IN WITNESS WHEREOF WE,....., THE ABOVE  
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY  
OF .....2.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Person identified by me/ personally appeared before me /  
signed before me/ Attested / Authenticated\*

(\* Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date : \_\_\_\_\_

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate

### APPENDIX III – Financial Proposal

To,

Date:

The Managing Director  
Bhubaneswar Smart City Limited  
Block-1, 5<sup>th</sup> Floor,  
BMC-Bhawani Mall, Saheed Nagar  
Bhubaneswar – 751007, Odisha

Sub: Financial Proposal for "Selection of Agency for Operation and Maintenance of Multi-level Car Parking at Saheed Nagar, Bhubaneswar, Odisha"

Dear Sir

I/We, the undersigned, is pleased to provide our financial offer for providing Operation and Maintenance of Multi-level Car Parking at Saheed Nagar, 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 mentioned below.

S. No.	Description	Amount (in INR)
I	Annual Fees for Operation and Maintenance of Multi-level Car Parking at Saheed Nagar	INR _____ *(in figures) (Rupees_____Only) (in words)

\*Exclusive of GST

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.

The Annual O&M Fee shall be increased at the rate of 3% (Three percent) year on year basis, over the previous year's Annual O&M Fees.

(Signature of Authorized Person with seal)  
Date:

**APPENDIX IV- Service Level Agreement (SLA)**

**OPERATION AND MAINTENANCE OF MULTI LEVEL  
CAR PARKING AT SAHEED NAGAR, BHUBANESWAR,  
ODISHA**



## SERVICE LEVEL AGREEMENT

This Service Level Agreement (Agreement) is executed on this [●] day of [●] Two Thousand and [●] at [Bhubaneswar]:

BETWEEN

Managing Director, Bhubaneswar Smart City Limited having its office at 5<sup>th</sup> Floor, Block-1, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar (hereinafter referred to as "Authority", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the **FIRST PART**;

AND

\_\_\_\_\_ [insert name of the Agency], a company organized, incorporated, registered and existing under the Indian Companies Act, 2013 / Partnership Act / Proprietorship Act / and having its registered office at

\_\_\_\_\_ [insert address] (hereinafter referred to as the "Agency", which term or expression shall, unless repugnant to or inconsistent with the context, mean and include it, its successors, liquidators and permitted assigns) of the **SECOND PART**;

Wherein the Authority and Agency are individually referred to as Party and jointly referred to as "Parties" and the expression "Authority" and "Agency", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

### WHEREAS

- A. Authority has selected M/s. \_\_\_\_\_ as the Successful Bidder through a competitive bidding process for the "**Operation and Maintenance of Multi level car parking at Saheed Nagar, Bhubaneswar, Odisha**".
- B. Authority is in the ownership and possession of the aforesaid property.
- C. With an objective, Authority had invited competitive Proposals / Bids from interested parties to operate, maintain, manage and transfer the same to the authority after service period is over/terminated on the terms and conditions contained in the Request for Proposal (RFP) document and to levy, demand, collect, retain and appropriate User Charges from the Users of the Facility.

- D. The Authority has decided to engage an Agency for the Operation and Maintenance (O&M) of the aforesaid Project site, for an initial period of 03 years and extension period of 02 years subject to satisfactory performance of lessee. (**“O&M Period”**).
- E. The Authority had accordingly invited proposals by its Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the “Request for Proposal” or “RFP”) for selection of O&M Agency for Operation and Maintenance of the above referred project on contract basis.
- F. In response to the Request for Proposal document, the Authority has received \_\_\_\_\_ (\_\_\_\_) nos. of Proposals from Bidders.
- G. Authority has evaluated the technical proposal as per the terms and condition of RFP and shortlisted the qualified bidders for opening of financial proposal. Financial Proposals of technically qualified bidders has been evaluated and authority has accepted the Proposal/Bid submitted by the **“Successful Bidder”** including, inter alia, the {the selected bidder/ M/s. \_\_\_\_\_, (**“O&M Agency”**) and a Letter of Award, bearing No. \_\_\_\_\_ xxxx  
Dated \_\_\_\_\_ was issued to the Successful Bidder.
- H. As per the terms and conditions of the RFP Document, the Successful Bidder hereby agrees to serve as an O&M Agency as per the roles and obligations as detailed out in this Agreement.
- I. Authority acknowledges that as on this day, the O&M Agency has submitted a demand draft/ bank guarantee for a value of Rs. \_\_\_\_\_ (\_\_\_\_\_ only) towards Performance Security as per the conditions specified in this agreement.
- J. The Authority has agreed to the said request of the selected O&M Agency, and has accordingly agreed to enter into this Service Agreement with the O&M Agency for Operation and Maintenance of the Multi-Level Car Parking at Saheed Nagar, Bhubaneswar, Odisha on O&M Contract basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

## Article 1 : Definition and Interpretation

### 1.1 Definition

- 1.1.1 The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- 1.1.2 **“Accounting Year”** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
- 1.1.3 **“Agreement”** means this Service agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
- 1.1.4 **“Agreement Date”** means the date of execution of this Agreement;
- 1.1.5 **“Applicable Laws”** means all laws, brought into force and effect by Government of Odisha /Government of India including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- 1.1.6 **“Applicable Permits”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the O&M Agency under Applicable Laws during the subsistence of this Agreement;
- 1.1.7 **“Approvals”** means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.
- 1.1.8 **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
- 1.1.9 **“Authority”** refers to Managing Director, Bhubaneswar Smart City Limited.

- 1.1.10 **“Bid”** means the documents in their entirety comprised in the bid submitted by the O&M Agency in response to the RFP in accordance with the provisions thereof;
- 1.1.11 **“Bid Documents”** means the RFP and the Agreement including its schedules;
- 1.1.12 **“Business Day”** means a day on which banks are generally open for business in Bhubaneswar, Odisha;
- 1.1.13 **“Clearance”** means, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project;
- 1.1.14 **“Competent Authority”** means any agency, authority, department, ministry, public or statutory Person of the Government of Odisha, or any local authority, or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the O&M Agency under or pursuant to this Concession;
- 1.1.15 **“Due Date”** means every month starting from the effective date.
- 1.1.16 **“Effective Date”** means the date on which all the Conditions Precedent to the effectiveness of this Agreement have been satisfied by both the O&M and Managing Director, Bhubaneswar Smart City Limited in accordance with this Agreement, which is not later than 15 days from the issue of the LOA or the time extended by the Authority.
- 1.1.17 **“Encumbrances”** means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

- 1.1.18 **“Financial Commitment”** means the legally binding undertaking of the O&M Agency to mobilize the financial requirements of the project, for ensuring efficient operation & maintenance of the project;
- 1.1.19 **“Financial Year”** shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.
- 1.1.20 **“Force Majeure”** or **“Force Majeure Event”** shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;
- 1.1.21 **“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;
- 1.1.22 **“Project”** shall mean the “Operation and Maintenance of Raj Mahal Multi Level Car Parking at Saheed Nagar, Bhubaneswar, Odisha.
- 1.1.23 **“Annual O&M Fee”** shall mean and include all such charges detailed and described in the agreement.
- 1.1.24 **“Termination”** means the expiry of the Agreement Period or termination of this Agreement;
- 1.1.25 **“Termination Notice”** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

## 1.2 Interpretation

### 1.2.1 In this Agreement, unless the context otherwise requires:

1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
2. words importing the singular include the plural and vice versa;
3. words importing “it” or a gender include any gender;
4. a reference to a Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;

5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
  6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
  7. a reference to a party to any document includes that party's successors and permitted assigns;
  8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;
- 1.2.2 Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.
- 1.2.3 Recitals to this Agreement are a part of this Agreement and binding on both the Parties.
- 1.3 Measurements and Arithmetic Conventions
- 1.3.1 All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.
- 1.4 Ambiguities and Discrepancies
- 1.4.1 In case of ambiguities or discrepancies within this Agreement, the following shall apply:
- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
  - (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail, between Schedules and Appendices, the Schedules shall prevail;
  - (c) between the written description on the drawings and the specifications and standards, the latter shall prevail;

- (d) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (e) Between any value written in numerals and that in words, the latter shall prevail.

## 1.5 Priority of Documents

1.5.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instruction to the O&M Agency, and the priority of the documents shall be as follows:

- (a) This executed Service Agreement (including its Schedules), RFP document along with any Addendum issued to the RFP document;
- (b) All other documents enclosed/ attached with this executed Agreement.

## Article 2 : Pre-requisites of O&M Contract

2.1.1 The O&M Agency hereby states and undertakes to have inspected the entire “Raj Mahal MLCP” and Premises on offer in the Request for Proposal. The O&M Agency hereby submits that after having duly inspected the said premises, the O&M Agency has accepted the premises on “**As is where is basis**”.

2.1.2 The O&M Agency hereby understands that the prerequisite for implementation of the present O&M agreement and essential to the present contract would be to submit an Operation and Maintenance Plan and type of activities in each parking space within 30 (Thirty) days from the issue of LOA and get it approved by the Authority as prescribed in the format given in Schedule 5 before the effective date.

2.1.3 The O&M Agency hereby understands that the prerequisite for implementation of the present O&M agreement and essential to the present contract would be to make insurance of the project facilities & equipment within 90 (Ninety) days from the signing of the O&M Agreement.

2.1.4 The O&M Agency has to make the project facility fully operational as per

Schedule 5 within 30 (Ninety) days from the appointed date.

## 2.2 Performance Security

For due and punctual performance (Operation and Maintenance) of its obligations under this Agreement, relating to the Project, the O&M Agency shall deliver to the Authority within 15 days of issue of Letter of Award and maintain Performance Security equal to INR<sup>1</sup> in the form of a Bank Guarantee/Demand Draft in favour of Managing Director, Bhubaneswar Smart City Limited, Bhubaneswar payable at Bhubaneswar in any scheduled bank.

Performance Security is equal to 10% of Annual O&M Fee quoted by Lowest Bidder.

## Article 3: The O&M Contract

3.1 In consideration of the payment made and promised as set out herein above and reserved and the covenants on the part of the Second Party, Authority, hereby Provides O&M contract and demises on "as is where is basis" unto the Second Party under the terms and conditions of RFP and this Agreement and effective from the "**Effective Date**", the area (herein after called as "Project Premises ")

### 3.2 Project Premises

3.2.1 The "**Project Premises**" consists of the "MLCP" and its premises as defined in the Schedule 3. The O&M Agency shall Operate and Manage the Project Premises as per the provisions of Schedule 3.

3.2.2 The site shall be used only for purpose for which approval is given by Authority and any violation on this account may entail resumption of the site without any compensation to the O&M Agency.

3.2.3 No structure, shall be allowed in the Project Premises. Also, alteration, modifications of the existing structure is not allowed. However, O&M Agency may provide temporary partition, false ceiling, interior decoration works etc.



### 3.3 Tenure

- 3.3.1 The Contract shall be effective from the **Effective Date** as defined above and shall allow the O&M Agency the use of Project Premises for a term of 03 (Three) years beginning from **Effective Date** and another 02(two) years thereafter subject to satisfactory performance of lessee. The O&M Agency hereby accepts the O&M contract and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein

### 3.4 Annual O&M Fee

- 3.4.1 The O&M Agency agrees and at all times during the pendency of the agreement from the **Effective Date** of the said project and site remains with the O&M Agency and shall be paid the following fee each year which shall collectively be referred to as “**Annual O&M Fee**”.
- 3.4.2 The O&M Agency shall be paid Annual O&M Fee by the Authority for exclusive non-transferable O&M Contract, with the right to Operate and maintain the MLCP at Saheed Nagar, Bhubaneswar and its premises.
- 3.4.2.1 The O&M Agency shall be paid the Annual O&M Fee on monthly basis by the Authority till the validity of the O&M Contract as per the conditions mentioned in this agreement.
- The Annual O&M Fee shall be paid to the O&M Agency monthly by the authority in form of RTGS/ NEFT/Account Pay. The monthly payment will be (Annual O&M fee quoted by the lowest bidder /L1 Bidder) plus applicable GST. The Annual O&M Fee due to be paid to the Agency for each month till the sustenance of the O&M Contract, shall be paid on a monthly basis by the Authority.
- 3.4.2.2 The 1<sup>st</sup> payment of monthly O&M fee will start from the effective date and shall be paid within 7<sup>th</sup> day in the next subsequent month after submission of monthly tax invoice.
- 3.4.3 The Contract permits the O&M Agency to start Operation and Maintenance as per Schedule 3 from the **Effective Date**.
- 3.4.4 The O&M Agency undertakes to pay all such taxes, fees, duties, charges including Central Tax, GST, all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Project Premises.
- 3.4.5 The O&M Agency undertakes to pay all the electricity charges, water charges

and other such charges which shall be payable by the O&M Agency directly to the concerned agencies. In event of any default being committed by O&M Agency in making such payment of any such taxes, fee or charges and the Authority being forced to make such payment, in that case such payments to Authority along with penal Compound Interest @12% per annum will be appropriated from the Performance security and the O&M Agency shall replenish the same amount which will be deducted from performance security within a month to original level the Performance security and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the O & M Agency shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

### 3.5 Rights and Obligations of the Authority

The Authority rights and obligation under the agreement shall be as stated below:

- 3.5.1 The O&M Agency is solely responsible to procure all such permissions which may include but not be limited to statutory licenses of local bodies, health authorities, police, environment & pollution control etc. If require Authority shall provide its No Objection Certificate for procuring and maintaining such permissions only on Demand or written permission being sought by O&M Agency from the Authority.
- 3.5.2 The Authority undertakes to issue such No Objection Certificate on request of O&M Agency if required as per the law to get any permission/approval.
- 3.5.3 The Authority may deny or withdraw such No Objection Certificate if the O&M Agency fails to honour its part of obligation under the O&M Agreement.
- 3.5.4 The Authority shall hand over the entire Project Premises on “as is where is” basis to the O&M Agency on the day of signing the Agreement.

### 3.6 Rights and Obligations of the O&M Agency

- 3.6.1 The O&M Agency shall at all times be obligated to maintain the Project Premises in good operational condition and be required to provide services of excellent quality at par with industry standards. The O&M Agency shall at all

times ensure that the project assets are operated, maintained and managed

in accordance with the Operation and Maintenance Schedule provided in Schedule 6 Minimum Operations & Maintenance Standards.

3.6.2 The minimum Operation & Maintenance standards are given in Schedule 6. The O&M Agency shall prepare a detailed Operation and Maintenance Plan. The plan shall include the maintenance staffing and administration, dispatch procedures, preventive maintenance techniques and schedules, final maintenance equipment list and other details as may be appropriate. The O&M Agency will submit every month the maintenance reports to the Authority as and when required by authority.

3.6.3 The O&M Agency shall take approval from the Authority to start any other activity which is not listed in Schedule 3.

3.6.4 The O&M Agency shall not construct any structure on the Project premises.

3.6.5 The O&M Agency will not alter or harm any existing structure and equipment in list Project Premises. The indicative list of equipment and internal assets is given in Schedule 4. However before signing of the Service Agreement, the Project Premises shall be jointly surveyed by Authority representatives and O&M Agency for arriving at actual project assets, prior to giving right of access to the O&M Agency at the Project Premises.

(a) On completion of the joint measurement of the Project Premises in terms of Clause mentioned above and after joint verification of Site Inventory and other immovable assets on the subject site, Authority shall provide the right of access to the Agency on "as is where is basis". The right of access to the Agency shall be provided by the Effective Date. Notwithstanding such right of access being provided at a later date, the Agency shall not have any claim whatsoever against Authority with respect to the condition of the Project Premises or any change in the condition of the Project Premises from the Effective Date itself.

### 3.7 Employment of personnel

3.7.1 Employment of the personnel in the project is as per the applicable Laws and Rules.

### 3.8 Indemnity

3.8.1 The O&M Agency hereby unequivocally and unconditionally undertakes to do the following acts,

(a) The O&M Agency shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the O&M Agency undertakes to keep the Authority Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.

3.8.2 The O&M Agency undertakes to comply with all the applicable Law, Rules and regulations in respect to deployment of human resource, all required approvals with respect to project and shall be solely responsible to comply with the same. The O&M Agency shall not make any claim whatsoever against the Authority. The O&M Agency undertakes to keep the Authority indemnified against all or any personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the O&M Agency whether committed, omitted or arising within or without the scope of Service Agreement.

3.8.3 The O&M Agency undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events and any other linked activity is not followed. However, to avert any such tragedy or catering to such emergency situations the O&M Agency shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.

3.8.4 The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering and handing over the Project to the Authority, expiry of this agreement or on its earlier termination, the O&M Agency shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.

3.8.5 The O&M Agency shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by O&M Agency.

### 3.9 Other Mandatory Requirements/ O&M obligations for Operationalization of Project

3.9.1 The O&M Agency undertakes to adhere to the O&M Requirement as per Schedule 3 during the entire O&M Period including renewal, if any.

### 3.10 Insurance

The O&M Agency shall, at its cost and expense, purchase and maintain during the Maintenance Phase insurance to cover against:

- (a) Loss, damage or destruction of the Project Premises including project facilities and services, at replacement value;
- (b) The O&M Agency's general liability arising out of the O&M Contract;

#### 3.10.1 Insurance Companies

The O&M Agency shall insure all insurable assets lying and being at comprised in the project site, Authority's equipment's and/or the project facilities and services through, Indian insurance companies and if so permitted by GoI, through foreign insurance companies, to the extent that insurances can be effected with them.

#### 3.10.2 Evidence of Insurance Cover

The O&M Agency shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the O&M Agency in accordance with this Agreement.

#### 3.10.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all monies received under insurance policies shall be promptly applied by the O&M Agency towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The O&M Agency may designate the Authority as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the Financial Assistance. The O&M Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall, after such repair or renovation or restoration or substitution be, as far as possible, in the same condition as they were before such damage or destruction, normal wear and tear excepted.

### 3.10.4 Validity of the Insurance Cover

The O&M Agency shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the O&M Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to Authority in writing. If at any time the O&M Agency fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance, and all sums incurred by the Authority therefore shall be reimbursed by the O&M Agency forthwith on demand, failing which the same shall be recovered by the Authority by exercising right of set off or otherwise.

### **Article 4: Monitoring of Project**

- 4.1 The designated Authority officer may undertake surprise visits to the allocated locations time to time and prepare a report of compliance of mandatory O&M requirements largely as per the format in Schedule 3.
- 4.2 If the O&M Agency is found to be in violation of any of the Mandatory Operational Requirements as mentioned in the O&M Agreement then Authority will issue a notice of non-compliance to O&M Agency. The notice will provide a cure period of 30 (Thirty) days from the date of issue of said notice of non-compliance to the O&M Agency.
- 4.2.1 If the O&M Agency is non-compliant after the end of the said cure period then Authority can issue a termination notice as per Clause 5.1.1.
- 4.2.2 The O&M Agency shall replenish in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the O&M Agency shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

## **Article 5 : Termination and Consequences**

### **5.1 Termination**

5.1.1 The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of the section below. In such an occurrence, Authority shall give 30 (thirty) days written notice of termination to the O&M Agency.

- (a) On breach of any conditions given in the RFP;
- (b) On completion of the O&M period it will be considered as Termination.
- (c) If the O&M Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty 30(thirty) days after being notified or within any further period as Authority may have subsequently approved in writing;
- (d) If the O&M Agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- (e) If the O&M Agency, in the judgment of BSCL authorities has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (f) If, as the result of Force Majeure, the O&M Agency is non-compliance of O&M Obligations for a Cure period of not less than 30 (thirty) days;
- (g) If the O&M Agency submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- (h) If the O&M Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- (i) If the O&M Agency fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- (j) If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the O&M Agency;
- (k) If the O&M Agency violates any norms or if it commits any particular/ similar Fault for four times, in the Project Facility, within one year of the occurrence after the first event.as mentioned in the Penalties to be charged from O&M Agency table of Schedule 3 A.



#### **5.1.2 Termination by Mutual Agreement between the Parties.**

If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.

#### **5.1.3 The decision of termination shall be signed by the Authority's Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.**

### **5.2 Suspension of Contract**

#### **5.2.2 If required by circumstance or on instruction of Authority in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.**

#### **5.2.3 In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.**

#### **5.2.4 In case of suspension of the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended and the O&M Agency is bound to pay the Annual Fee in case the Authority permits the O&M Agency to continue the service after the period of Suspension.**

### **5.3 Transfer of the Project**

#### **5.3.2 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.**

#### **5.3.3 The transfer of the Project site and equipment's installed in it as per Schedule 4 will be handed over to the Authority by O&M Agency in Good and running condition.**

#### **5.3.4 The Parties shall provide to each other, 6 (six) months prior to the Transfer**

Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The O&M Agency shall further provide such reasonable advice and assistance as the Authority, its O&M Agency or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

Not earlier than 6 (six) months prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Authority shall verify, after giving due notice to the O&M Agency of the time, date and venue of such verification, compliance by the O&M Agency with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the O&M Agency's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the O&M Agency at its cost.

## **Article 6 : Dispute Resolution**

### **6.1 Amicable Resolution**

6.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 6.2.1 below;

6.1.2 Either Party may require such Dispute to be referred to the Managing Director, Bhubaneswar Smart City Limited for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.2 below.

## **6.2 Arbitration**

### **6.2.1 Procedure**

The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

### **6.2.2 Place of Arbitration**

The place of arbitration shall be Bhubaneswar only and the jurisdiction of the Courts of Bhubaneswar shall prevail.

### **6.2.3 English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **6.2.4 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

### **6.2.5 Performance during Arbitration**

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

### **6.2.6 Fees and Expense**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

## **6.3 Jurisdiction and Governing Law**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Bhubaneswar shall have exclusive jurisdiction.

## **Article 7 : Accounts & Audits**

7.1 The Agency agrees and undertakes that during the subsistence of this O&M Agreement, it shall maintain books of account recording all receipts including those on account of this project revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws. The said account shall, inter-alia, clearly reflect:

- Account of receipts and receivables;
- Obligations towards contractors, Sub-Contractors, suppliers and all payments made;
- Application of debt (if any) and application of equity fund.

7.2 Managing Director, Bhubaneswar Smart City Limited shall have the right to inspect the records of the Agency during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to Authority.

7.3 The Agency also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish to Authority its audited financial results in respect of the preceding quarter.

7.4 It is expressly agreed between the Parties hereto that for the purposes of this Article 7, if desired by Authority, it may appoint an independent auditor (herein the “**Independent Auditor**”) at its own cost, and the Agency shall render all necessary assistance for the audit.

## **Article 8 : Miscellaneous Provisions**

### **8.1 BINDING PROVISION**

8.1.1 Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

### **8.2 ASSIGNMENT**

8.2.1 Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favour of any Affiliate.

### **8.3 NO PARTNERSHIP**

8.3.1 Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

### **8.4 ENTIRE AGREEMENT**

8.4.1 This Agreement sets forth the entire agreement and understanding between the Parties.

### **8.5 WAIVER**

8.5.1 A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

### **8.6 NOTICES**

8.6.1 All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

In the case of notice given to:

8.6.1.1 Authority

Managing Director, Bhubaneswar Smart city Limited

## **8.7 PRIVACY OF CONTRACT**

8.7.1 Only authority may enforce terms of this Agreement.

## **8.8 SEVERABILITY**

8.8.1 A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or un-enforce ability of any other provision hereof.

## **8.9 REMEDIES**

8.9.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

## **8.10 CAPTIONS**

8.10.1 The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

## **8.11 GENERAL**

8.11.1 This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The O&M Agency and the Authority agree to execute any addendum to this Agreement or in any other manner, manifest their intention for

the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the

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consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ASOF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

For, _____ (First Part)	_____ (Second Part)
Date:	Date:
Name: _____	Name: _____
Designation: _____	Designation: _____
Seal:	Seal:
In presence of:	
1. Signature	1. Signature
Name:	Name:

## Schedule 1: Letter of Award (LOA) to the O&M Agency

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Letter of Award (LOA) for award of Operation and Maintenance of Multi Level Car Parking at Saheed Nagar, Bhubaneswar, Odisha

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

1. With reference to above captioned subject your tender has been accepted by Authority for Operation and Maintenance of the MLCP. The rate quoted by you for Annual O&M Fee is Rs. \_\_\_\_\_ + GST( - only)
2. That as per the condition of the tender documents you shall be required to execute O&M Agreement within 7 days from the issue of the LOA as mentioned in the RFP. Failing to which LOA shall be annulled and Bid Security shall be forfeited.
3. Therefore, you are required to deposit Bank guarantee towards Performance security which is equal to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as per the provisions.
4. As a token of acceptance, you are required to return a signed copy of this LOA to Authority within 3 days of the date of issue of LOA.

Accepted by:



## Schedule 2: Format of Performance Security

(BANK GUARANTEE)<sup>2</sup>

### PERFORMANCE BANK GUARANTEE OF O&M Contract

(On requisite Stamp Paper)

B.G. No.

Dated:

1. In consideration of you, \_\_\_\_\_ (insert name of authority with \_\_\_\_\_ address) (hereinafter referred to as the “\_\_\_”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of .....and having its office at \_\_\_\_\_ and acting on behalf of the Bidder (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), “OPERATION AND MAINTENANCE OF MULTI LEVEL CAR PARKING AT ASHOK NAGAR, BHUBANESWAR, ODISHA (hereinafter referred to as “the Project”) pursuant to the Bid Document no. .... Dated \_\_\_\_\_ issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to (insert name of authority) an amount of Rs /- (Indian Rupees only)

<sup>2</sup> To be issued by a Scheduled Nationalized Bank in India

as Performance Security (hereinafter referred to as the "Performance Security") as our primary obligation without any demur, reservation, recourse, contestor protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by Managing Director, Bhubaneswar Smart City Limited stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Managing Director, Bhubaneswar Smart City Limited is disputed by the Bidder or not merely on the first demand from Managing Director, Bhubaneswar Smart City Limited stating that the amount claimed is due to \_\_\_\_\_(insert name of authority) by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding documents including failure of the said Bid to keep its Bid open during the Bid validity period as set forth in the said Bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. \_\_\_\_\_(Rupees \_\_\_\_\_only).
4. This Guarantee shall be irrevocable and remain in full force through the commencement of operations as mentioned under O&M contract viz. 6 (Six) months beyond the validity of contract or for such extended period as may be mutually agreed between BSCL Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till the subjected work under this Guarantee have been completed (as mentioned in the RFP document).

We, the Bank, further agree that Managing Director, Bhubaneswar Smart City Limited shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding documents, and the decision of Managing Director, Bhubaneswar Smart City Limited that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Managing Director, Bhubaneswar Smart City Limited and the Bidder

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bid or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, Managing Director, Bhubaneswar Smart City Limited shall be entitled to treat the Bank as the principal debtor. Managing Director, Bhubaneswar Smart City Limited shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding documents or to extend time for submission of the Bid or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding documents or the securities available to Managing Director, Bhubaneswar Smart City Limited, and the Bank shall not be released from its liability under these presents by any exercise by Managing Director, Bhubaneswar Smart City Limited of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Managing Director, Bhubaneswar Smart City Limited or any indulgence by Managing Director, Bhubaneswar Smart City Limited to the said Bidder or by any change in the constitution of Managing Director, Bhubaneswar Smart City Limited or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for Managing Director, Bhubaneswar Smart City Limited to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Managing Director, Bhubaneswar Smart City Limited may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Managing Director, Bhubaneswar Smart City Limited in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. The Bank Guarantee number \_\_\_\_\_, dated \_\_\_\_\_ shall be operative at Bhubaneswar and if invoked, be en-cashable at (name of bank and its branch in Bhubaneswar and branch code).

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch

### Schedule 3: O&M Obligations

The O&M Agency shall undertake the Operation and Maintenance of multi-level car parking at Saheed Nagar, its premises as mentioned below.

Boundary of the Project Premises to be handed over to the O&M Agency for Operation and Maintenance

**a. Details of the Project**

Table:1

Sl.No	Floors	Area (In Sq.Metre approx.)
1	Lower Basement	2,360.50
2	Upper Basement	2,360.50
3	Ground Floor	1,461.00
4	First Floor	1,461.00
5	Second Floor	1,461.00
6	Commercial Floors(3nos)	3,927.30

***Note: The Project Area is tentative and can vary at- the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.***

**A. Minimum Operation and Maintenance Obligation**

The operation and maintenance have been made in a way to ensure smooth and safe operation of the Saheed Nagar MLCP and its premises as per the provision of O&M Agreement.

- i. The O&M Agency shall have to pay all the utility charges such as but not limited to electricity charges, water charges and other applicable charges during the entire O&M period.
- ii. The O&M Agency shall be responsible to follow all the terms and condition of O&M contract with respect to operation and maintenance of project. This shall include but not limited to:
  - Operations and Maintenance of MLCP as per the permitted activity as mentioned in point (B) below and its maintenance along with Toilets, ground floor porch area, first floor open sitting area.
  - Ensure safety and security of MLCP as per good industry practice.
  - Cleaning of allotted space and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
  - Cleaning of ground floor & first floor toilets. Deployment of staff and its management as per the provision of O&M contract and prevailing laws of State Government.
  - Abide by all Laws/Statutes in connection with this project including Insurance.
  - O&M Agency has to ensure no activities (other than approved and permitted by Managing Director, Bhubaneswar Smart City Limited) takes place which can create noise.
  - Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project area.
  - Opening Hours –As per the permission from Authority.
  - O&M Agency has to maintain RO facility in MLCP.

iii. Employment of personnel

- The O&M Agency agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The O&M Agency shall also comply with each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The O&M Agency shall engage fully trained and adequately experienced staffs, who are medically fit and free from any serious diseases. The O&M Agency shall get the medical examination of his employee once every 6 months and submit the said test report to Licensor from authorized local body or from body as may be directed by the Licensor.
- The O&M Agency undertakes and acknowledges that Bhubaneswar Smart City Limited shall have full rights to Test, Interview, otherwise assess or determine the quality of O&M Agency employees/workers deputed in its premises. Bhubaneswar Smart City Limited can direct the O&M Agency and the O&M Agency shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.

iv. Managing Director, Bhubaneswar Smart City Limited will have full access and authority to the site at convenient time and to review the relevant books and papers.

v. Cleaning and Solid Waste Management

- Cleaning roaster shall be maintained by Agency and provided to the authority whenever asked for.
- Agency shall ensure that the Project Facility areas are clean
- Agency shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project
- There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness

- While cleaning the Project Facility, Agency shall make sure that the dump shall not be thrown in rest of the areas of MLCP, except any area which is designated by the Bhubaneswar Smart City Limited authorities for such purpose.
- Agency shall follow adequate waste management and disposal methods for waste generated from Project
- Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
- No. of dustbins and specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
- The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
- The area around the dustbins should be kept clean at all times.

vi. Facility operations

Agency shall follow the following timetable for routine cleaning of the Project Facility:

- **Daily Tasks:** Clean, sweep and wash floors, dust, clean (open) drains, empty dustbins
- **Weekly Tasks:** Clear cobwebs, clean doors and windows, walls,
- **Monthly Tasks:** Repairs, fumigation, water tanks.
- **Annual Tasks:** Pest eradication, contract renewals.

vii. Toilets

- Public toilets should be well maintained.
- Public toilets shall contain several of the following fixtures like, Air fresheners or odour control systems, Hand wash faucets / taps, Mirrors over sinks, Paper towels, Coat Hooks.

viii. O&M Agency is solely responsible for any damage caused to the property/ any other public infrastructure during the contract period.

ix. O&M Agency shall provide the required firefighting equipment conforming to relevant standards and the applicable rules and regulations

x. O&M Agency has to ensure that water supply, drainage, electricity services to the project facility be fully operational during the O&M period.

xi. O&M Agency has to ensure that project site remains free from all encroachments, and take necessary steps to remove them.

xii. O&M Agency has to ensure that project site and facilities created are not defaced by any kind of writings/posters.



- xiii. O&M Agency has to abide by Force majeure and termination related provisions as per Article-1(Definition & Interpretation).
- xiv. The O&M Agency is also responsible for repair and replacement of damaged tiles.

**B. Permissible Activity in MLCP**

Table: 3

Sl.No.	Permissible Activities
1	Operation and Maintenance of Multi-level Car Parking Building premises.

**h. Activities not permitted in any case in the Project Premises**

The O&M Agency shall not undertake following activities on the Project Site:

1. Motor Garage or any form of Automobile repairing centre is not allowed in project premise.
2. Any activities resulting into pollution to ground water
3. Any activities creating breach of urban design guidelines of Bhubaneswar
4. Any Activities of hazardous nature to environment and the society
5. Activities resulting air and noise pollution
6. Any other Unlawful activities
7. The above prohibited activities are not exhaustive and can include any act or omission which is violation and against this Agreement.

**Schedule 4: Existing Infrastructure**

**INDICATIVE LIST ONLY**

01. Electrical fittings & installation: AC, (Ceiling, Exhaust & Regulators etc), Lights (LED, CFL, Decorative. Lanterns & other types), Lightening Arresters, MCBs Panels and Signages etc.
02. Firefighting Equipment's: Fire extinguisher, Hooter, Hoses, Pressure Gauge, Sprinklers and Valves etc. as per Fire Safety Guidelines.
03. Sanitary Fittings: Basins, Bottle traps, Cocks, Mirrors, Pans with cistern, Soap Dispensers, Toilet paper holders and Towel rings etc.
04. Transformer: Plinth mounted 500 KVA Load at 11 KV supply with HT 3 phase.

However final list will be prepared after joint inspection.

## **Schedule 5: O&M plan / Waste Disposal plan**

*To be provided by the O&M Agency post awarding of LOA by Authority and to be approved by Authority.*

## **Schedule 6: Minimum Operations & Maintenance Standards**

### **Civil Works**

#### Building Exterior and Interior

- Exterior or facade of buildings, including common facility shall be inspected and cleaned on a regular basis.
- Common areas within building like floors, lobbies, corridors, staircases, sitting chairs, washrooms and such areas etc. must be cleaned regularly to ensure cleanliness and hygiene, once a day.
- Relevant external and entire internal areas within Facility Plaza, shall be repainted and refurbished before handover of the project after the completion of O&M Period.

### **Services**

#### Electrical

- Operate and maintain the entire Electrical System as installed from the point of receipt of power supply as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Ensure that all electric rooms, electrical equipment's in public areas are locked at all times and limited access is provided to authorized personnel only
- Ensure all cable and wire connections are insulated, clean and firm/intact.
- Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
- Check all meters periodically to ensure they are functioning and show correct readings.
- Ensure all light fittings including lamps are in proper working condition at all times vis-à-vis intensity (Lux) and spread. Further, replacements of lamps and allied fixtures in common areas are carried out promptly. Defective lamps and fixtures shall be replaced if necessary, by the Agency.
- During night time common areas should be sufficiently illuminated to ensure visibility and safety of users.
- Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each module and also maintain all earthing pits.
- To prevent overloading of electrical installations and to monitor by regular inspections

## Water Supply and Sanitation

- To ensure steady water supply for 24-hours.
- To ensure all water supply pumps, pressure vessels and related components are maintained as specified in manuals furnished by manufacturers/original installation contractors.
- To ensure all water valves and conveyance network (pipes) operate smoothly and there are no leaks/blocks anywhere in the system.
- To ensure the potable water supply at par with WHO standards. To take samples and have water tests carried out on a regular basis at recognized labs.
- All chambers, manholes and sewer lines should have proper disposal of sludge. Regular cleaning and de-silting should be done to ensure clear passage of sewage. In case of any choking, it shall be attended promptly.
- All toilet and bathrooms fittings should be cleaned and maintained daily to ensure hygienic condition. It should also be ensured that all these fittings function properly and in case of any malfunctioning should be replaced immediately.
- To prevent any refuse or solid waste from being deposited on or in the premises (other than at the refuse collection points/bins provided for such purpose) and to arrange for its disposal daily to secondary collection centers or designated disposal site/ authorized BMC dustbins.

## Miscellaneous

- To maintain security of the Project premises so as to ensure safety of visitors and their belongings.
- Rodents/Pest control and periodic disinfections by usage of chemicals for all areas to maintain hygiene and prevent, contain or spread of diseases. Special care should be taken during rainy/monsoon or any other season when the incidences of epidemics are more.
- To deal fairly, impartially and courteously with all complaints and enquire
- Maintenance, upkeep and replacement of all signages in common areas so as to ensure its clear visibility and efficacy.
- Adequate provision and maintenance of emergency services, which should be immediately revoked during happening of any accident or mishap.
- To provide Office Support Staff for day-to-day operation.
- To provide up-to-date Facility Maintenance records including all documents and maintenance records to the Nodal Officer/designated Engineer in Charge on a daily basis.
- To ensure general cleanliness and hygiene in the overall environment.

Complaint Management			
Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement by O&M Agency	Immediately	2 hrs.
For Major Defects			
Item available locally	Rectification / Replacement by external agencies (Main Contractor / Vendors / Manufacturer / Supplier	Immediately	1 week
Item available domestically		24hrs	2weeks

## 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.	1 Times/Day	1 Day	500/Day
2	Cleaning of Toilets as per defined scope of work	2 Times/Day	1 Day	500/Day
3	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Once / Day	Compulsory	1000 / Day
4	Cleaning of windows from outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	1000 / Day
5	Sweeping, wet mopping, dusting of stairs(including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000 / Day
6	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	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	10000/15 Days
3	Chemical treatment of water for purification.	Alternate Days	4 Days	500/Day
4	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	5,000 / Day
2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Week	1 Day	5,000/ Day

#### PEST CONTROL

1	Disinfestations treatment	1 Time / Fortnightly	1 Day	5,000/ Day
2	Rodent Control	1 Time / Monthly	1 Day	5,000 /on repeated non-compliance
3	Fly Control	1 Time / Monthly	1 Day	5,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	5,000 /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

#### **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	Removal and making of damaged kerb-stone including plaster to provide weep-holes for water drainage.	On Alternate Days	2 Days	10000/Week
4	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	10000/15 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

## List of Consumables to be used

The indicative list of the consumables (which may be altered as per actual requirement) to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the O&M Agency in his proposal. The O&M AGENCY shall use consumables of the reputed brands as per the requirement and direction of the Client. The indicative 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 O&M Agency as per the State/Central guideline.