

REQUEST FOR PROPOSAL (RFP)
FOR SELECTION OF AGENCY
FOR PROVIDING
COMPREHENSIVE FACILITY MANAGEMENT SERVICES
AT
INTER STATE BUS TERMINAL (ISBT), BHUBANESWAR,
&
CUTTACK NETAJI BUS TERMINAL (CNBT), CUTTACK.

RFP No. 15850/BDA, 11.05.2023



Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg
Bhubaneswar – 751001

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 Bhubaneswar Development Authority (Authority) 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 Authority 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 Authority 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 Authority, 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

-The Authority, 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 Authority 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 Authority 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 Authority is bound to select a Bidder or to appoint the selected agency, as the case maybe, to provide the Services and the Authority 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 Authority 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 Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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GLOSSARY

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

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

Clause	means a clause of this RFP.
Authority	means Bhubaneswar Development Authority (BDA) and / or authorized representative of Bhubaneswar Development Authority (BDA).
Comprehensive Facility Management Services	means the entire set of services to be provided by the CFMS Provider to the Authority in accordance with the Scope of Work.
Conflict of Interest	has the meaning ascribed to it in Clause 21.1.
Contract Price	means the total contract price payable to the CFMS Provider based on the Annual Comprehensive Facility Management Cost, consumables and other reimbursables as applicable and approved by the Authority.
Contract Period	has the meaning given to it in Clause 16.2.
Control	<p>means, with respect to a Person:</p> <ul style="list-style-type: none"> (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, <p>and the term Controlled shall be construed accordingly.</p>
Eligibility Criteria	means the eligibility criteria set out in Clause 9 that a Bidder is required to satisfy.
EMD	means earnest money deposit.
Facility	means Inter State Bus Terminal (ISBT) at Bhubaneswar & Cuttack Netaji Bus Terminal (CNBT), Cuttack the facilities at which the Selected Bidder is required to undertake and perform the Comprehensive Facility Management Services in accordance with the Services Agreement and the Scope of Work.
Financial Proposal	means the financial proposal to be submitted by a Bidder in accordance with this RFP.
Financial Proposal Format	means the Financial Proposal as per Tech 17.

Financial Year	means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
First Ranked Applicant	means the technically qualified Bidder quoting the lowest financial proposal.
GoI	means the Government of India.
GoO	means the Government of Odisha.
Good Industry Practices	means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.
LOA	means the letter of award that will be issued by the Authority to the Selected Bidder in accordance with Clause 20 of the RFP.
O&M	means operation and maintenance.
PBG	means the performance bank guarantee to be submitted by the Bidder in accordance with Clause 18 of this RFP.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Pre-Proposal Meeting	means the meeting to be held in accordance with Clause 6.2.
Proposal	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP.
Proposal Due Date	means the last date for submission of the Proposals specified in the Bidder Data Sheet.
Qualification Criteria	means the qualification criteria set out in Clause 11 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
Qualification Proposal	means the proposal to be submitted by each Bidder. As a part of its Technical Proposal, to demonstrate that it meets the Qualification Criteria as set out in Clause 11 of the RFP.

RFP	means this request for proposal along with its Annexures and includes any Addenda, if issued.
Rupees or INR	means Indian Rupees, the lawful currency of India.
Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
Scope of Work	means the scope of work to be undertaken by the Selected Bidder for providing the Comprehensive Facility Management Services, as set out in more detail in Section 4 of this RFP.
Section	means a section of this RFP.
Selected Bidder	means the eligible Bidder selected by the Authority for award of the Comprehensive Facility Management Services.
Services Agreement	means the services agreement to be executed between the Authority and the Selected Bidder, substantially in the format as set out in the RFP.

1. Bidder Data Sheet

Sl No.	Particulars	Details
1	Name of the Authority	Bhubaneswar Development Authority (BDA)
2	Method of Selection	Least Cost selection process (LCS)
3	Proposal Validity	180 Days
4	Date of Issue of RFP	15/05/2023 to 03/06/2023
5	Deadline for Submission of Pre-Proposal Queries	19/05/2023 by 17:00 Hrs.
6	Pre-proposal meeting	20/05/2023 at 11:00 Hrs. at Conference Hall, 1 st Floor of Bhubaneswar Development Authority
7	Earnest Money Deposit (EMD)	Bid Security of INR 10 Lakhs in favor of “Bhubaneswar Development Authority” (Bid Security in the form of Demand Draft/Bank Guarantee needs to be submitted)
8	Place of Opening of Proposal:	Bhubaneswar Development Authority Akash Shova Building, Sachivalaya Marg, Bhubaneswar-01
9	Site Visit	Bidders are advised to submit their respective Proposals only after visiting both the ISBT & CNBT sites and validating project information. For more details on the site visit, please refer to Clause 7 of Section-3.
10	Proposal Due Date	03/06/2023 at 3:00 PM
11	Date of opening of Technical Proposal	03/06/2023 at 4:00 PM
12	Date of Technical Presentation	To be intimated to qualified bidders
13	Date of opening of Financial Proposal	To be intimated to technical qualified bidders
14	Performance Bank Guarantee (PBG)	10% of the Annual Comprehensive Facility Management Cost

15	Contact Person	Secretary, BDA Bhubaneswar Development Authority Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751001 T: 0674- 2396437 E: bdabbsr1983@gmail.com
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RFP can be downloaded from: bda.gov.in/

2. Letter of Invitation

Name of the Assignment: Selection of Agency for Providing Comprehensive Facility Management Services at Inter State Bus Terminal (ISBT), Bhubaneswar & Cuttack Netaji Bus Terminal (CNBT), Cuttack, Odisha.

1. The Bhubaneswar Development Authority, Odisha (the “**Authority**”) invites reputed agencies, to submit their proposals for providing Comprehensive Facility Management Services at ISBT, Bhubaneswar & CNBT, Cuttack, Odisha.
2. A Bidder will be selected under the " **Least Cost selection process (LCS)**" procedure as prescribed in the RFP.
3. The Proposals must be submitted as mentioned in the RFP else the bid shall be rejected.
4. The Proposals shall consist of 2 parts: a Technical Proposal and Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.
5. The Technical Proposal shall further consist of 2 sub-parts, an Eligibility Proposal and a Qualification Proposal. The Technical Proposal and Financial Proposal must be submitted with all pages numbered serially, along with an index of submission. Submission in any other form shall not be acceptable. In the event that any of the instructions mentioned herein are not adhered to, the Authority may reject the Proposal.
6. The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non-refundable** amount of **Rs. 11,800/- (Eleven thousand Eight Hundred Only) (including 18% GST)** towards **Bid Processing Fee** as prescribed in the RFP failing which the Proposal will be rejected.
7. Physical Proposals should be submitted within the stipulated date and time as mentioned in the RFP.
8. The last date and time for submission of Proposal, complete in all respect, is as per the Bidder Data Sheet. The date and time of opening of the Technical Proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the Bidder’s representative at the specified address as mentioned in the Bidder Data Sheet . Representatives of the Bidders may attend the meeting accompanied with an authorization letter on behalf of the Bidder.
9. This RFP includes following sections:
 - a) Letter of Invitation [**Section – 2**]

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

- 10.** While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority 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 Authority reserves the right to accept / reject any / all Proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-
Secretary
Bhubaneswar Development Authority

3. Instruction to Bidders

1. Scope of the RFP

The Authority wishes to receive Proposals in accordance with this RFP for award of the Comprehensive Facility Management Services to be provided at the ISBT & CNBT Facilities.

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

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

2. Acknowledgement by the Bidder

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

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

- (g) agreed to be bound by the undertakings provided by it under and in terms of this RFP.

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

3. Bid Processing Fee:

The Bidder must furnish, as part of the Technical Proposal, the required bid processing fee amounting to **Rs.11,800/- (Eleven Thousand Eight Hundred Only) (including GST of 18%)** in shape of Demand Draft Pay infavour of “Bhubaneswar Development Authority” payable at “Bhubaneswar” failing which the Proposal will be rejected. If any Technical Proposal is not accompanied by the bid processing fee amount, then such Proposal shall be rejected by the Authority as non-responsive.

4. Earnest Money Deposit (EMD):

Each bidder shall furnish, along with the Technical Bid, a Bid Security amounting to **INR 10 lakh (Rupees Ten Lakh only)** for the Project. The Bid Security shall be in the form of Demand Draft/Bank Guarantee from a scheduled/ nationalized bank in India in favor of “Bhubaneswar Development Authority” payable / encashable at “Bhubaneswar”. Any bid not accompanied by an acceptable Bid Security, in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.

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

The bid security will stand forfeited if:

- (a) Bids are withdrawn within the validity period;
- (b) Preferred Bidder fails to sign the Comprehensive Facility Management Services Contract;
- (c) Preferred Bidder fails to provide Performance Security within the stipulated time period;
- (d) If the Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

5. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date. The Authority reserves the rights to reject a Proposal valid for a shorter period as non-responsive. The Authority will make best efforts to conduct the evaluation of the Proposals and award the contract within the Proposal validity period. In exceptional circumstances, prior to the expiry of the Proposal validity period, the Authority may request Bidders to extend the Proposal validity period.

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

6.1 Clarifications and Queries

- (a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to **BDA** through e-mail at bdabbsr1983@gmail.com. The e-mail must clearly bear the following subject: **"ISBT & CNBT CFMS Project: Clarifications or Request for Additional Information"**. All queries or clarification requests should be received on or before the last date for submission of such queries as per Bidder Data Sheet.
- (b) The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bidder Data Sheet. However, the Authority reserves the right to not respond to any query or provide any clarification, in its sole discretion. Any clarifications issued by the Authority will be either uploaded in BDA web site or clarified through email to the respective Bidders for the purpose of preparation of the Proposal.
- (c) The Authority may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of this RFP. Should the Authority deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under Clause 29.
- (d) Verbal clarifications and information given by the Authority or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

6.2 Pre-Proposal Meetings

- (a) All interested firms are invited to attend the Pre-Proposal Meeting on the date, time and place mentioned in the Bidder Data Sheet. The Authority may also choose to hold the Pre-Proposal Meeting through video-conferencing on the date and time mentioned in the Bidder Data Sheet. The purpose of the Pre-Proposal Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
- (b) All interested firms may nominate up to 3 authorised representatives to participate in the Pre-Proposal Meeting, by confirming the participation of its authorised representatives at the Pre-Proposal Meeting at least 1 day prior to the date of the Pre-Proposal Meeting. Such confirmation shall be sent by e-mail to: bdabbsr1983@gmail.com.

- (c) During the course of the Pre-Proposal Meeting, all interested Persons will be free to seek clarifications and make suggestions to the Authority.
- (d) Non-attendance at the Pre-Proposal Meeting will not be a cause for disqualification of an interested firm from participating in the Bid Process.

7. Project Inspection and Site Visit

The Bidder, at its own cost, responsibility and risk, may visit and examine the location of the site and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bid Process. The Authority shall facilitate such site visits provided that the Bidder gives the Authority at least 3 days' prior written notice of its intention to visit the site.

8. Preparation and Submission of Proposal:

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

(a) Technical Proposal, consisting of:

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

(b) Financial Proposal as per Tech 17 of the RFP.

8.2 The duly completed Proposal along with other prerequisites documents as per the RFP, shall be submitted on or before the date, time and at the place specified in the Bidder Data Sheet. Proposals received by the Authority after the specified time on the Proposal Due Date will not be eligible for consideration and will be summarily rejected. Bidders may seek any clarifications on the tendering process during the Pre-Proposal Meeting to be held in accordance with Section 3 Clause 6 above.

8.3 It may be noted that the hard copies for the Technical Proposal and Financial Proposal to be submitted as per the format mentioned in RFP.

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

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

9. Eligibility Criteria:

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

Sl No.	Description	Supporting Document
1	The bidder must be single legal entity like Company, LLP, Partnership Firms, Society, Proprietorship, etc. registered under their respective Acts. Consortium of Firm and JVs are not allowed to submit bid.	Incorporation details are to be provided in Form TECH-2
2	Bidder must not have been barred by the GoI, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-6 on stamp paper of appropriate value.
3	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 21 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-7
4	A Bidder must not have any pending judicial proceedings for any criminal offence as on the Proposal Due Date which shall affect or may cause to affect the delivery of its services as CFMS Agency as per the RFP document .	An undertaking to this effect must be submitted on the letterhead of the Bidder.
5	Bidder should have minimum average annual turnover of Rs. 200 Crores , for the last 3 financial years (i.e. 2020-21, 2021-22, 2022-23)	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3 duly certified by Chartered Accountant
6	In the 3 Financial Years immediately preceding the Proposal Due Date, the Bidder has not: (i) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a	An undertaking to this effect must be submitted on the letterhead of the Bidder. Form TECH-16

	judicial pronouncement against such Bidder; (ii) been expelled from any project or contract by the GoI. or any state government, or its instrumentalities; (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder.	
7	Relevant Project Experience of executing at least 01 assignment of similar work for minimum value of work executed (ongoing & completed project) should be Rs. 5.00 Cr. per annum (in 12 months) in last 5 years preceding proposal due date. Ongoing projects wherein the bidder has successfully completed minimum value of work of Rs. 5.00 Cr. for facility management shall be considered.	Form Tech-05 (Bidders Past experience)
	<i>Relevant Project Experience in providing comprehensive facility management services in nature of services being procured under this RFP, such as- Operation, maintenance and multi-facility mechanized services in Bus Terminals, Railway Stations, Metro Station, Airport terminals, Multi-level Car Parking, Institutional Campuses, Shopping Malls, Commercial Office Buildings, IT/ITES park, SEZs, educational institution and office building.</i>	
	<i>Note: Consortium of firm /JV is not allowed to participate in Bid.</i>	

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

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

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH– 1) on Bidder's letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Power of Attorney (TECH – 4) in favor of the person signing the Proposal on behalf of the Bidder.
- Undertaking for Non-Blacklisting (TECH-6)
- Undertaking regarding Conflict of Interest (TECH - 7)
- Non-Collusion Certificate (TECH-11)
- Bid Security Form (TECH-14)
- Undertaking for Pending Judicial Proceedings (TECH – 15)
- Undertaking for Ethical Conduct & Fraud Form (TECH-16)

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

11. Qualification Criteria

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

S. No.	Qualification Criteria	Maximum Marks
1	Turnover	30
1.1	Average annual turnover for last 3 FY (i.e. 2020-21, 2021-22, 2022-23) is above Rs. 200 Cr & up to Rs. 300 Cr- 10 Marks	10
1.2	Average annual turnover for last 3 FY (i.e. 2020-21, 2021-22, 2022-23) is above Rs. 300 Cr & up to Rs. 400 Cr- 20 Marks	15
1.3	Average annual turnover for last 3 FY (i.e. 2020-21, 2021-22, 2022-23) is above Rs. 400 Cr - 30 Marks	20
2	Relevant Project Experience in providing comprehensive facility management services in nature of services being procured under this RFP, such as - Operation, maintenance and multi-facility mechanized services in Bus Terminals, Railway Stations, Metro Station, Airport terminals, Multi-level Car Parking, Institutional Campuses, Shopping Malls, Commercial Office Buildings, IT/ITES park, SEZs, educational institution and office building	30
2.1	Maximum revenue received from facility management services in a financial year in last 5 financial years- up-to Rs. 5.00 Cr. – 10 Marks	10

2.2	Maximum revenue received from facility management services in a financial year in last 5 financial years- Above Rs. 5.00 Cr. and up-to Rs. 10.00 Cr. – 15 Marks	15
2.3	Maximum revenue received from facility management services in a financial year in last 5 financial years- Above Rs. 10.00 Cr. and up-to Rs. 15.00 Cr. – 20 Marks	20
2.4	Maximum revenue received from facility management services in a financial year in last 5 financial years- Above Rs.15.00 Cr. and up-to Rs.20.00 Cr. – 25 Marks	25
2.5	Maximum revenue received from facility management services in a financial year in last 5 financial years- Above Rs. 20.00 Cr. – 30 Marks	30
3	Experience of providing at least 01 facility management services in Odisha State for minimum value work executed (ongoing/ completed project) of Rs. 1.00 Cr. in a year (12 months) in 5 years preceding from proposal due date.	5
4	Total Years of Experience	5
4.1	At least 7 years of working experience in providing facility management services and should have one ongoing facility management work in hand as on the due date of submission of bid.	5
5	Technical Presentation	30
5.1	Approach & methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, manpower deployment modalities, grievance redressal protocol, value provided to Authority etc.)	10
5.2	Team composition and use of Technology in the Services & Innovation	10
5.3	Case Studies/ Success stories in existing/past projects	10

12. Documents to be submitted along with the Qualification Proposal

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

- Financial Capacity Certificate (TECH-3)
- Bidder's Past Experience (TECH-5)
- Commitment for Proposed Equipment & Material (TECH - 8)
- Proposed Technical Manpower Deployment Plan (TECH-9)
- Quality Control Mechanism (TECH-10)

- Approach, Methodology & Work Plan to undertake the assignment (TECH - 12)
- Proposed Work Plan (TECH - 13)
- Bid Security Form (TECH-14)
- Undertaking for Pending Judicial Proceedings (TECH – 15)
- Undertaking for Ethical Conduct & Fraud Form (TECH-16)

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

13. Opening of the Technical Proposal:

- The Authority will open the hard copies of the Technical Proposals at the time, date and place specified in the Bidder Data Sheet. The Technical Proposals will be opened in the presence of the Bidders whose designated representatives choose to be present.
- The Authority will prepare a record of the opening of the Technical Proposals that will include, as a minimum, the names of the Bidders from whom Proposals have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- The qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
- Any information contained in a Technical Proposal will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the Bidder.
- Once the Technical Proposals have been opened, the Eligibility Proposals shall be evaluated and all Bidders whose Eligibility Proposals meet the Eligibility Criteria, shall qualify for the evaluation of their Qualification Proposals. Once the Qualification Proposals have been evaluated, Bidders whose Qualification Proposals—meet the Qualification Criteria will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 15.

14. Evaluation of Proposals:

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

14.1 Preliminary Evaluation (1st Stage):

(a) Responsiveness Check:

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

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

(b) **Eligibility Check:**

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

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

14.2 Technical Evaluation (2nd Stage):

- (a) Evaluation of the Qualification Proposal will be done only for those Bidders who meet the Eligibility Criteria. The Technical evaluation of each Qualification Proposal shall be undertaken based on the following Qualification Criteria set out in this RFP.
- (b) Prior to completion of the evaluation of the Qualification Proposal, the Bidder shall-be invited to put forward a technical presentation. The date, time and venue for the technical presentation shall be intimated by the Authority at a later stage.
- (c) For each Qualification Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

The bidder should submit copies of completion certificates and/or work orders from client as documentary evidence for evaluation of Experience of undertaking similar assignments of each category.

Technical Score (Ts): The Technical marks of participants shall be as per the point scoring methodology. BDA may include a panel of experts to evaluate the technical presentation. The bidders shall be invited for a PowerPoint presentation in front of the committee.

***The bidders who will obtain minimum 70 Marks will be considered as technically qualified bidder for opening of Financial Bid.**

14.3 Financial Proposal

- (a) The Bidders shall submit the Financial Proposal in the Financial Proposal Format as per Tech 17.
- (b) The Bidders shall submit detailed financial break up of Total Financial Proposal.

14.4 Financial Evaluation (3rd Stage):

- (a) The Financial Proposals of only those Bidders who have passed the technical evaluation (2nd Stage) with a minimum **score of 70** shall be opened in the presence of the Bidder's representatives who wish to be present with a proper authorization-letter.
- (b) The name of the Bidder along with the quoted Annual Comprehensive Facility Management Cost will be announced during the Financial Proposal opening.
- (c) Following the opening of the Financial Proposals, the Authority shall evaluate the Financial Proposals for responsiveness. A Financial Proposal shall be considered responsive only if the Bidder has populated the mandatory rows of the financial proposal format.
- (d) The Authority shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.

15. Financial Proposal and Evaluation Process:

- 15.1 **Least Cost Selection process (LCS)** method will be followed during the overall process. Minimum qualifying marks to qualify the Technical Proposal will be 70 out of 100.
- 15.2 The lowest financial proposal shall be marked as the **First Ranked** bidder while the next lowest proposal shall be marked as Second Ranked bidder and so on. **The**

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

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

16. Implementation Process & Contract Period

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

16.1 Mobilization Period

The CFMS Provider will be granted 15 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period is completed will be identified as the '**Effective Date**'.

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

16.2 Contract Period

The Contract Period shall start from the '**Effective Date**' as defined above and shall be valid for a period of **5 years**.

However, in case of unsatisfactory performance the Authority may cancel the contract by giving at least 60 days notice. Similarly in case the selected CFMS agency wants to terminate the contract shall give Authority at least 60 days of time.

17. Payment Terms and Escalation

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

(a) Payment for conducting regular tasks of CFMS

- The payment for the manpower deployed and plant and equipment's deployed for the Comprehensive Facility Management Services, will be done through equal monthly instalments (depending on the actual manpower & equipment's deployed and based on the quoted rates by the CFMS Provider) during Contract Period on submission of invoice for the preceding month by CFMS within 5 days and to be paid by Client

not later than 15 days thereafter.

- The Authority may, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel or reduce staff & personnel at the Facility over and above the minimum number of staff and personnel specified in Annexure 5 and the CFMS Provider shall, pursuant to receiving such instructions from the Authority, deploy/reduce such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates as per actual deployment approved by the Authority for the relevant category of staff, as set out in the Financial Proposal.
- In case of any additional work assigned by the Authority, which required additional manpower, the CFMS provider shall have to deploy the required number of additional staff or personnel, to perform the additional Services. Payments for such additional staff and personnel approved by the Authority shall be calculated in accordance with the Man Month Rates for the relevant category-of staff, as set out in the Financial Proposal.
- The CFMS provider shall deploy resources and plants & equipment's as to perform its services and submit comprehensive bill monthly for personnel's, consumables and plant & equipment's which shall be considered as part of financial proposal.

(b) **Payment for specific services:** (Reimbursable as per actual expenditure)

The payment for certain specific services rendered by the Comprehensive Facility Management Services, will be paid / reimbursed on actual basis on production of bills and supporting documents during Contract period. The CFMS shall have to take prior approval from the Authority for such expenses.

These services includes the following activities but not limited to:

- General Pest Control, Disinfestations Treatment, Rodent Control, Fly Control and Mosquito Control
- Maintenance of doors/windows/Furniture & Furniture
- Maintenance of Ceiling
- Repair and replacement, spare parts
- Any other activity / maintenance / repair suggested by Authority.

The requirements related to these services are detailed out in the 'Scope of Work' of this document. The CFMS provider shall have to take prior approval before undertaking any specific services as mentioned above for the indicative list.

Any Statutory payments to govt bodies or TPCODL or annual testing Fee/rectification charges, Municipal Charges, Water Charges, etc. if any

after approval of the Authority shall be paid/reimbursed By BDA to the selected CFMS provider.

(c) **Payment for Consumables**

- The indicative list of consumables to be used for providing the Services is set out in Annexure 8. The financial bid quoted by the bidder should include the cost towards consumable.
- The CFMS Provider shall be required to raise bills for the consumables as per the actual consumption at the quoted rates **on a monthly basis**.
- Considering the volume of the project and to ensure quality in housekeeping activity, on request of the CFMS provider, the Authority shall pay advance to the selected CFMS provider for the cost of consumables required for 2 months. If such Advance Payments is being done to the CFMS provider, then the same will be adjusted in the invoices raised by the CFMS provider in subsequent months.
- Any consumables which are not identified initially, but are required at a later stage, shall be added after due approval of the Authority / committee constituted by the Authority.

17.1.2 Escalation

The Annual Comprehensive Facility Management Cost shall be escalated by 3% per annum from 2nd year onwards during the Contract Period against the Annual Comprehensive Facility Management Cost paid to the CFMS Provider for the immediately preceding year.

17.1.3 Change in Law

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

18 Performance Bank Guarantee (PBG):

- 18.1 Within 7 days of issuance of the Letter of Award, the Selected Bidder shall furnish an unconditional, irrevocable, and on-demand Performance Bank Guarantee amounting to **10%** of the Annual Comprehensive Facility Management Cost (as accepted) from a nationalized / Scheduled commercial Bank in favor of

“Bhubaneswar Development Authority”, as per the format at Annexure-II. The PBG shall be valid for a period of ***three months beyond the Contract Period*** (calculated from the Effective Date). The PBG shall secure the CFMS Provider's obligations under the Service Agreement. The PBG shall be released immediately after three months of expiry of the Contract Period provided there is no breach of contract on the part of the CFMS Provider and subject to the Authority's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.

- 18.2 It is expressly understood and agreed that the PBG is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the PBG is not to be construed solely to cover all the damages payable by the CFMS Provider as detailed / stipulated in the Service Agreement.
- 18.3 Should the Contract Period, for whatever reason be extended, the CFMS Agency shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Authority before the expiry date of the PBG originally furnished.
- 18.4 Appropriation of PBG in case of failure to commence operations: In addition to any other events for which the Authority may have a right to forfeit the PBG under this RFP or the Service Agreement, the PBG shall be forfeited if the CFMS Provider fails to commence operations of the Comprehensive Facility Management Services as per the requirements of this RFP and the Service Agreement.
- 18.5 Upon occurrence of a CFMS Provider default under the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the PBG as damages for such default. Upon such appropriation from the PBG, the CFMS Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire PBG provide a fresh PBG, as the case may be, failing which the Authority shall be entitled to terminate the Service Agreement.

19 Contract Negotiation

After the Selected Bidder is chosen, the Authority may choose to hold contract negotiations at a date, time and address as decided by the Authority. The representative conducting negotiations on behalf of the Selected Bidder must have written authority to negotiate and conclude the contract.

Negotiation may include discussion on staffing, Authority's inputs, special condition of contract, etc. This discussion shall not substantially alter the original terms of contract, lest the quality of services, its cost and the relevance of initial evaluation be affected.

Financial negotiation shall only be carried out if due to negotiations as mentioned above, there is any change in scope of work which has any financial bearing on the financial prices or the costs / cost components quoted are not found to be reasonable.

In such negotiations, the selected firms may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged for other similar assignment. However, in no case such financial negotiation should result in increase in the financial cost as originally quoted and on which basis the service provider has been called the negotiations.

20 Award of Contract:

20.1 After completion of any negotiations, the Authority shall, issue the letter of award (**LOA**) to the Selected Bidder:

- (a) declaring it as the Selected Bidder;
- (b) accepting its Financial Proposal;
- (c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 days of issuance of the LOA, indicating the date on which it proposes to execute the Service Agreement, which in no event shall be later than 15 days from the date of the LOA; and
- (d) requesting it to submit the PBG in accordance with Clause 18.

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

21 Conflict of Interest:

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

- (a) is under common Control with any other Bidder or Associate.
- (b) has direct or indirect shareholding or other ownership interest in any other Bidder, or its Associate; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or Associate in the other Bidder, or Associate is less than 5% of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act; or
- (c) receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or
- (d) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this RFP.
- (e) has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access

to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Authority regarding the Bid Process; or

(f) submits more than one Proposal under this RFP (including through its Associates). This will result in the disqualification of all such Proposals submitted by the Bidder and its Associates; or

(g) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

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

(a) Conflicting Assignment/job: A Bidder or any of its Associates shall not be hired for any assignment/job that, by its nature, may be in conflict with the Comprehensive Facility Management Services being procured under this RFP to be executed for the Authority.

(b) Conflicting Relationships: A Bidder that has a business or family relationship with a member of the Authority or GoO's staff who is directly or indirectly involved in any part of:

- i. the preparation of the Terms of Reference;
- ii. the Bid Process, or
- iii. Supervision of the Service Agreement,

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

21.3 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of the Service Agreement.

22 Disclosure:

22.1 Bidders have an obligation to disclose any actual or potential Conflict of Interest. Failure to do so may lead to disqualification of the Bidder or termination of the Service Agreement.

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

22.3 Bidders must disclose if they have been convicted of, or are the subject of any

proceedings relating to:

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

23 Fraud and Corrupt Practices

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

Authority, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);

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

24 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposals which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and shall be rejected by the Authority. Bidders are required to submit a certificate in the format as set out in Form T-11 under Section 3 of the RFP document as a part of their Proposals.

25 Language of Proposals

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

26 Cost of Bidding:

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

27 Governing Law and Jurisdiction:

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

28 Confidentiality:

- 28.1 All documents and other information provided by the Authority or submitted by a Bidder to the Authority will remain or become the property of the Authority, as the case may be. Bidders should not use any information provided by the Authority in connection with the Bid Process for any purpose other than for preparation and submission of their Proposals.
- 28.2 The Authority will treat all information, submitted as part of a Proposal as confidential and will require all those who have access to such material to treat it in confidence.-The Authority may not divulge any such information or any information relating to evaluation of the Proposal or the qualification of Bidders unless:
- (a) such publication is contemplated under this RFP;
 - (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authority or the Bidder on matters arising out of or in connection with the Bid Process;
 - (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
 - (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or
 - (e) in connection with any legal process.

29 Amendment of the RFP Document:

At any time before submission of Proposals, the Authority may amend the RFP by issuing an addendum at BDA website i.e. bda.gov.in. Any such addendum will be binding on all the Bidders. The Bidders are required to read the RFP with any addenda/amendments that may be issued in accordance with this Clause 29. Any oral statements made by the Authority or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP. To give bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Authority may, at its discretion, extend the deadline for the submission of the Proposals. The Authority will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Proposal. The Authority assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

30 Authority's Rights

30.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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

30.2 If the Authority exercises its right under this RFP to reject a Proposal and consequently, the Selected Bidder for the Project gets disqualified or rejected, then the Authority reserves the right to:

- (a) invite all the remaining qualified Bidders to match the quote offered by the Selected Bidder (i.e. the lowest quote);
- (b) if only one qualified Bidder matches the quote of the Selected Bidder, then such qualified Bidder will be declared the Selected Bidder. If more than one qualified Bidder matches the Selected Bidder's quote, then the qualified Bidder who quoted the lower amount in the first round of bidding shall be declared the Selected Bidder;
- (c) if no Bidder matches the Selected Bidder's quote, then the Authority may, at its sole discretion, invite fresh Financial Proposals from all qualified bidders except the Selected Bidder or annul the Bid Process. If the Authority invites fresh Financial Proposals, then only such Financial Proposals will be considered which are lower than the second lowest quote discovered through the first round of bidding.

30.3 If it is found during the Bid Process, at any time before signing the Service Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the

Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified. If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Service Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Authority to the Selected Bidder.

- 30.4 Upon any disqualification, cancellation or termination in accordance with this Clause, the Authority will not be liable in any manner whatsoever to the Bidder. Additionally, the Authority will have the right to forfeit and appropriate the PBG if the Service Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Authority as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the RFP, the Service Agreement or Applicable Laws.

31 Disqualification of Proposal:

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

- (d) the Proposal has been submitted without the Bid Processing Fee;
- (e) the Proposal has not been submitted in accordance with the procedure and formats as prescribed in the RFP;
- (f) during the validity of a Proposal, as may be extended, the Bidder increases his Price Offer;
- (g) the Proposal is received in an incomplete form;
- (h) the Proposal is received after the Proposal Due Date;
- (i) the Proposal is not accompanied by all the requisite documents / information;
- (j) the Proposal is not properly sealed or signed;
- (k) the Proposal does not conform to the requirement of the scope of the work of the assignment;
- (l) the Bidder is in breach of Clause 21 of this RFP at any point of time during the Bid Process;

if, the Technical Proposal (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the Bidder) is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Financial Proposal.

4. Terms of Reference

4.1. Project Background

4.1.1. ISBT, Baramunda, Bhubaneswar

Bhubaneswar Development Authority (BDA), with an intention to provide adequate transit infrastructure for the city of Bhubaneswar, is developing the Inter State Bus Terminal (ISBT) at Baramunda area to serve as a centre for both city level and state level bus connectivity.

The modern and well-equipped Inter State Bus Terminal (ISBT) located at the heart of the Bhubaneswar City over 11.48 Acres of prime land adjacent to National Highway-16. The project is in its final stage of completion.

The Site demarcation is as below:



The Project components along with area statement are as below:

Sl. No.	Facility	Area (appx.)	Description
1	Total area of Land of Entire ISBT Area	11.48 Acres	Terminal Building+ Bus Bays+ Circulation Area+ Landscape Area, etc.
2	Basement	5130 Sqmt.	Parking Space
3	Ground Floor	9449 Sqmt	Public Facility, food court, shops, etc.
4	First Floor	9226 Sqmt	Public Facility, Shops, retail/office space, etc.
5	Second Floor	9449 Sqmt.	Operators office, Office Space, Dormitories, Canteen, Retail / office Space, etc.

4.1.2. CNBT, Cuttack

The Cuttack Development Authority (CDA) is in possession of the modern and well-equipped Cuttack Netaji Bus Terminal (CNBT) located at the heart of the City of Cuttack over 15 Acres of prime land with around 300 meters frontage at Khan Nagar Junction on the Cuttack Ring Road.

The Site demarcation is as below:



The Project components along with area statement are as below:

Sl. No.	Facility		Numbers	Carpet Area(Sq. Mtrs)	Description
1	Vending Zone				
		Shop Type 1	16	183.6	Shops in Terminal Passenger Corridor
		Shop Type 2	16	135.43	Shops between Bus Bay Corridor
2	Office Space				
		Ground Floor		119.49	Tourist Information Counter, Health & Emergency, IPMS Office, Surveillance Room, Server Room
		First Floor		1186.24	Commercial Area
		Second Floor		1362.5	Commercial Area
3	Dormitory Beds				
		Male-Passenger	30	225	
		Female-Passenger	13	115.65	
		Male-Staff	19	151.6	
		Female-Staff	13	111.15	
4	Guest Rooms		8	182.8	Each Unit is 22.85 sq. mtrs
5	Bus Bays				
		Bus Bay 1 & 2		3000	
		Bus Bay 3		1841.7	
		Bus Bay 4		1200	
		Bus Bay 5		1582.4	
	Standby Bay (for repair & Maintenance)		3	-	Only provision has been made
6	Car & 2-Wheeler Parking including Driveway			4626.58	
7	Restaurant		1	249	Ground Floor – may be food court as well
8	Fine Dining		1	207.3	First Floor
9	E-Vehicle Charging Points		6	-	
10	ATM		2	12	
11	Advertisement Space			7200	Estimated as 50% of the exposed surface area apart from occupied spaces (Restaurant etc.)
12	Other Revenue Generating Space			210.2	First Floor – Air-Conditioned Paid Waiting Lounge
13	Landscaping			9555.25	
14	Circulation Area			-	

4.2. Project Objective

The objective is to select eligible Bidder to provide Comprehensive Facility Management Services at both the terminals (ISBT & CNBT). The broad services expected from the CFMS Provider includes the following activity but not limited to:

- (a) operation and maintenance of all electrical and mechanical equipment;
- (b) housekeeping and sanitation services;
- (c) Security, caretaker services;

- (d) horticulture, gardening, plantation and lawn maintenance;
- (e) help desk, front desk & Cloak room management;
- (f) waste management;
- (g) public parking (free parking) and visitor management;
- (h) Operation of command control system -Technology aspect (Monitoring the bus movement)
- (i) general pest control;
- (j) reporting and complaint management;
- (k) coordination with other service providers;
- (l) cleaning of roads, grounds, building facade and drains;
- (m) building plumbing, carpentry and masonry services;
- (n) crisis management including primary fire fighting and lift rescue operations;

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

- (i) Preserving the ISBT & CNBT terminals, its equipment and assets as per the satisfaction of the Authority.
- (ii) Day to day repairs/service of the facilities.
- (iii) AMC of all equipment's such as AC/HVAC, lift, escalator, DG set etc. and other equipment's procured by the Authority from time to time.
 - a. For all other equipment's in the project for which AMC shall be required, as deemed necessary by the CFMS Provider, the same shall be suggested by the CFMS and to be procured by the Authority at their own cost for preservation of all project equipment.
- (iv) Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and coordinate with the engineer / authorised representative appointed by the Authority to update such inventory on a weekly basis.
- (v) Prepare lists of probable spare parts, electrical and mechanical items, AC / HVAC spares etc. and DG spares and coordinate and supervise for availability of these spares for items under AMC.
- (vi) Prepare annual building surveys and a program for repairs along with submitting an action plan (To be prepared in consultation with the BDA / authorized representative of BDA).
- (vii) Operation of all equipment in the facility, including conducting minor repairs and replenishment of items such as electric lights, LED bulbs etc.
- (viii) Repair & rewinding of ventilation fans, pumps, motors geyser, oil heater etc. (after the relevant defects liability period/warranty period).
- (ix) Daily operation of all electrical power system- incoming and outgoing and DG sets, Solar power system and minor maintenance including replacing fuse, tube lights, bulbs, minor wiring etc.
- (x) Regular checking and minor paint touch-up of all wall, ceiling, windows, grill etc..
- (xi) Regular checking and minor touch-up of polish and paint to all wood works.
- (xii) Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis.
- (xiii) Pre-start checks on all systems and facilities before putting the systems and facilities into operation in accordance with equipment manufacturers' start-up

procedures.

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

4.3. Scope of Services

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

(a) Maintenance Services

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

1. Break down Maintenance:

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

2. Preventive Maintenance:

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

3. Management:

- Co-ordination with contractors for rectification of defects falling under warranty or defects liability periods.
- Co-ordination with vendors / suppliers /manufacturers for preventive maintenance.
- Supervise, administer and certify works of main contractors / manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- MIS Reporting for overall management of services.
- Co-ordination (with BDA / Authorized representative of BDA) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

(b) Operation Services

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

I. Operation of Equipment and Fixtures

- (i) The CFMS Provider shall ensure day to day unhindered running of both the bus terminals as per the satisfaction of the Authority and shall undertake day to day repairs as might be required.
- (ii) CFMS Provider shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- (iii) The CFMS Provider shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with operation and maintenance manuals provided by the Authority or the manufacturers of such equipment and ensuring safety of equipment and personnel using it. (some details of pumps, AC / HVAC, Lifts, Sewerage System, plumbing, Fire Fighting, and other electrical works are enclosed in the RFP).
- (iv) The CFMS Provider shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.
- (v) The CFMS Provider will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- (vi) The CFMS Provider shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
- (vii) The CFMS Provider shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.
- (viii) The CFMS Provider shall operate and maintain the complete access control

system, Fire alarm system, CCTV System, PA system and any other systems as installed at the Facility.

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

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

(c) Housekeeping and cleaning Services –

a) General Cleaning Services: The CFMS Provider shall

- (i) Perform routine cleaning of the internal and external areas to meet the required service standard.
- (ii) Ensure cleanliness of all common spaces and space inside the Bus Terminal at periodic intervals.
- (iii) Perform cleaning and upkeep of passenger waiting areas and amenities, IT & AV equipment in the facility as per the directions in the O&M manuals or as per directions of the Authority.
- (iv) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).
- (v) Provide additional housekeeping services as and when required by the Authority.
- (vi) Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by the CFMS Provider.
- (vii) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the premises at any time during the Contract Period other than for repairs. In case such repairs take more than a week, the CFMS Provider shall arrange to provide alternate equipment for the facility.
- (viii) Adopt a proactive approach to the delivery of these services. The CFMS Provider shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.
- (ix) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.

- (x) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- (xi) Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- (xii) Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Authority.
- (xiii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- (xiv) Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- (xv) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean (to be done in presence of the officials concerned).
- (xvi) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- (xvii) Care is to be exercised to ensure passenger safety. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- (xviii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- (xix) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
- (xx) The CFMS Provider shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.), that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process.
- (xxi) The CFMS Provider shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas and restrooms including collection and storage. It shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the premises to the designated disposal site.
- (xxii) The CFMS Provider shall ensure that all consumables are always available for use by building occupants / users. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. CFMS Provider shall be required to manage and monitor inventories and inform the Authority in good time to re-order. This shall also apply to bus terminal furniture and other miscellaneous equipment/facilities.

b) Cleaning of Toilets

- (i) All sanitaryware including sinks, wash hand basins, WC bowls, seats,

covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

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

c) Waste Management

- (i) Bins must be emptied, cleaned and dried inside and outside, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- (ii) CFMS Provider shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by the Authority.
- (iii) CFMS Provider shall ensure that 100% of recyclable waste is being recycled.
- (iv) CFMS Provider shall be responsible for arranging the transport and in consultation with Authority, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted, and collection points shall be defined.
- (v) Waste management methodology shall comply with the guidelines as laid down in applicable waste management rules of the GoI / GoO and BMC/CMC.
- (vi) Renovation debris is to be stored at designated space at designated area.
- (vii) The CFMS Provider undertaking the renovation work would remove the debris as per schedule / instruction of Authority.
- (viii) Cleaning of grease chambers of the kitchen.
- (ix) The CFMS Provider shall provide appropriate and road-worthy waste collection vehicle to prevent the spilling of garbage leachate and emitting odor while in transit from the premises to the accredited disposal area.
- (x) The CFMS Provider shall ensure that the disposal of garbage should be in line with the applicable laws and as per direction of Authority.
- (xi) The CFMS Provider shall clean the garbage disposal van or the garbage disposal site including the adjacent areas affected by the hauling or removal of garbage before leaving the premises. The CFMS Provider shall provide all the necessary cleaning tools and approved chemicals to make the area tidy.

d) General Pest Control

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

(i) Disinfection Treatment

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

The CFMS Provider shall take the following control measures:

- Intensive / extensive spray with oil / water-based chemicals.
- Frequency: as per prescribed schedule

(ii) Rodent Control

Pest Covered: Domestic/Field Rodents.

The CFMS Provider shall take the following control measures:

- Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- Trapping with lures
- Eliminating rats / mice with glue traps
- Frequency: as per prescribed schedule

(iii) Fly Control

The CFMS Provider shall take the following control measures:

- Sanitation
- Chemical control
- Frequency: as per prescribed schedule

(iv) Mosquito Control

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

- Residual Spot Spraying
- Fogging Operations
- Mist Blowing
- Frequency: as per prescribed schedule

e) Housekeeping Monitoring and Control:

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

1. Toilets Checklist:

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

2. Common Areas Housekeeping:

The CFMS Provider shall maintain a register covering details of the

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

(d) Help Desk & Reception Services

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

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

The CFMS Provider shall also undertake the following:

1. Complaints Register:

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

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

2. Suggestions Book:

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

(e) Gardening & Lawn Management

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

CFMS Provider shall grow seasonal plants and seasonal flowers as deemed fit by the Authority to maintain the horticulture/ landscape as per the satisfaction of the

Authority. CFMS Provider shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc.

Broad Scope of Work will be as follows:

- (a) daily watering;
- (b) weed removing;
- (c) trimming and pruning;
- (d) soil mulching;
- (e) lawn mowing;
- (f) hedges and shrubs cutting etc.;
- (g) cleaning garden areas;
- (h) applying fertilizer or compost manure/vermi culture manure as per direction or as and when required;
- (i) applying pesticides and fungicide as per direction or as and when required;
- (j) maintenance of vermi compost pits;
- (k) disposal of dry/fallen leaves;
- (l) seed collection and sowing;
- (m) rising of nursery;
- (n) preparation and maintenance of planting materials;
- (o) operation of tools, machinery as required for the garden; and
- (p) general maintenance of existing plants, tools, implements etc.

The CFMS Provider shall be responsible for integrated facility management of the ISBT & CNBT bus terminals and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- (a) Provide required assistance to the Authority during transition period of handover–takeover of the project facility from the turnkey contractor including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.
- (b) Take ownership of all the services as described in scope of work and will work as an independent unit.
- (c) Co-ordination with all the stakeholders of the Authority, contractors, consultants and other agencies.
- (d) Ensure working of all audio-visual equipment at various locations within the facility and assist office bearers for setting up of the installed devices and configuring it. The personnel handling the audio-visual equipment have to be conversant with the devices installed in the facility. Such personnel shall be informed by office staff about meetings / events for which the devices need to be used / configured. They are also required to test the devices at regular intervals to ensure all are in working condition and report any issues with audio-visual equipment through the facility manager to the Authority. They are also required to ensure timely cleaning of all installed devices, systems, screens etc.
- (e) Maintain a record of all the equipment/assets at facility, keep record of the vendors details, keep track of the dates of AMC/warranty validity and inform the Authority when the validity is within 2 months of completion and also co-

- ordinate with vendors for extension of services on behalf of Authority.
- (f) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports.
 - (g) Maintenance of reports, log books etc. for operation & maintenance of various systems & equipment's, maintenance of equipment history,
 - (h) Co-ordinate with main contractor/interior contractor/Other contractors / suppliers / Parking Management Software Provider (PMSP) as applicable for rectifying of defects under the defects liability period.
 - (i) Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. The CFMS Provider shall co-ordinate for:
 - Repair technician for doors, blinds and floor springs etc.
 - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, (auto flush system, other sanitary fixtures), AV Installations and related items covered under the scope of Main Contractor.
 - Works like painting, polishing, tiling, ceiling etc.
 - (j) Calculation of common area maintenance charges.
 - (k) Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
 - (l) Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
 - (m) Keep the inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
 - (n) Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Authority / authorized representative of Authority.
 - (o) Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.
 - (p) Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
 - (q) Brief the representative on maintenance and operational proceedings on day to day basis.
 - (r) The CFMS Provider, within its staff shall provide persons who are trained in first-aid /paramedics to coordinate with Wellness Centre/First Aid Room in case of emergency.
 - (s) The CFMS Provider shall report to a Nodal Officer appointed by Authority for the management services as and when required.

(f) Complaint management

CFMS Provider shall create a complaint kiosk with a designated senior official of the CFMS Provider managing the same with adequate infrastructure for time bound complaint management. CFMS Provider shall develop an online software-based application for facilitating complaint raising by end-users where

an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Authority. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The defined SLA times for responding and closure of complaints by CFMS Provider and based on standards these present guidelines and may be changed by Authority from time to time. These defined **SLA are provided in Annexure-4**

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

(g) Reporting

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

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

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Facility Inspection: The CFMS Provider shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Authority. The CFMS Provider shall indicate frequency of inspection covering all premises.
- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- Report on Audits/ drills etc.
- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Authority.

- Any other reports as needed from time to time.
- IT assets, stationaries and operating cost required to prepare report is in the scope of CFMS Provider
- CFMS Provider has the option to use /implement any software for managing the Facility.
- CFMS Provider shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: CFMS Provider shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. CFMS Provider shall monitor and intimate the Authority minimum 30 days in advance before expiry of any such statutory or regulatory compliances. This will be in the purview of authority to get all NOC done.
- Any other reports / compliance certificates as needed from time to time

(h) Parking Management (for the parking spaces without any parking fee)

Both the bus terminals have free parking areas / spaces for 4-wheeler and 2-wheelers as well and. The activities and responsibilities of the CFMS Provider with respect to parking and vehicle management are as follows:

- Support for parking management;
- Manage operations at entry and exit passenger vehicles
- Vehicle and traffic management within the facility / free parking area;
- Managing movement of vehicles at drop-off points to avoid congestion
- Monitoring & guiding for smooth and hassle-free parking; and
- Coordination with BDA / authorized representative of BDA where required.

The CFMS provider may consider advising the BDA / authorized representative of BDA to install additional equipment / signage, etc. to manage and monitor the entry and exit points including automated ticketing facilities.

(i) Security/Attendant Services (watch & Ward)

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

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Guiding passengers and visitors to desired bus bays/ locations/concerned officials/ occupants,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their

- carry bags,
- Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority,
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,
- Screening / directing of passengers and visitors,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the occupants during the emergency evacuation of the terminal,
- Rescue operation of passengers stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty site,
- Provide at its own cost:
 - a. proper clean uniform and badges and
 - b. photo identity cards as per laid down rules for Private Security Agencies.
- CFMS Provider shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. CFMS Provider shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

(j) Management of command control Center –

THE CFMS operator shall be responsible for managing the command control center in both the terminals. The CFMS provider shall provide experience personnel for the operation of command control system.

(k) Manpower deployment

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

- i. The minimum manpower required to be provided by the CFMS Provider is at set out in **Annexure 5**.
- ii. CFMS Provider shall provide the above minimum manpower to efficiently and effectively manage the facility. However, CFMS Provider shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the CFMS Provider.
- iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the CFMS Provider during the Contract Period and as required from time to time. The payment of such manpower shall be consistent with the rate quoted by the Bidder for such manpower in the BOQ.
- iv. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the agency while determining the cost of respective category of manpower.
- v. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- vi. The tentative duration of working hours/operational hours of both the terminals will be 8 hours / per shift, subject to finalization of timings by the Authority to be conveyed at the time of signing of agreement.
- vii. Police verification of the manpower deployed by the CFMS Provider should be complete and must be shared with the Authority upon request.
- viii. The CFMS Provider shall comply with all Applicable Laws in relation to the payment of wages for any manpower deployed
- ix. Disbursing Authority will verify the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.
- x. The CFMS Provider will be required to provide an overall supervisor, preferably an ex-army man for the entire facility who may be required to co-ordinate with multiple resources, designated engineers/Nodal department In-charge of the facility as well as supervisor of other facilities.

4.4. Deduction for Non-Performance

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

In case of repetitive instances of non-performance regularly, the Authority may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of 2 months' notice.

5. Technical Proposal Submission Forms

5.1. Tech 1: Covering Letter

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,
The Secretary
Bhubaneswar Development Authority
Aksah Shova Building, Scahivalaya Marg
Bhubaneswar - 751001
Odisha

Subject: Proposal for providing Comprehensive Facility Management Services at at Interstate Bus Terminal (ISBT), Bhubaneswar & Cuttack Netaji Bus Terminal (CNBT), Cuttack

Dear Ma'am/Sir,

Please find enclosed our Technical Proposal in respect of the above-mentioned assignment and pursuant to the Request for Proposal (**RFP**) No._____ dated _____ issued by Bhubaneswar Development Authority (**BDA**)

We hereby confirm the following:

1. The Technical Proposal is being submitted by _____ [name of the Bidder], who is the Bidder in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by BDA. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Proposal.
3. We acknowledge that BDA will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidder for implementing the Project, and we certify that all information provided in the Proposal and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

4. The information submitted with respect to our Eligibility and Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Proposal.
5. We shall make available to BDA any additional information it may require to supplement or authenticate the Proposal.
6. We acknowledge the right of BDA to reject our Proposal without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We acknowledge the right of BDA to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
 - (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
 - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;

- (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or
 - (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
- 10. We certify that we have not been barred by GoI or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
- 12. We declare that:
 - (a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by BDA;
 - (b) we do not have any Conflict of Interest in accordance with Clauses 21 of the RFP;
 - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 23 of the RFP, in respect of this Bid Process; and
 - (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Proposal, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 13. We understand that BDA may cancel the Bid Process at any time and that BDA is neither bound to accept any Proposal that it may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders.
- 14. The Bidder satisfies the legal requirements and in our opinion by itself meets all the Eligibility Criteria and Qualification Criteria and laid down in the RFP.
- 15. We declare that we and our Associates are not submitting separate Proposals for the Project.
- 16. We declare that we are not submitting more than 1 (one) Proposal for the Project.
- 17. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
- 18. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the state or convicted by a court of law.
- 19. We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/employees,

which could have a material adverse effect on our ability to undertake the Project.

20. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform BDA of the same immediately.
21. We agree and undertake to abide by all the terms and conditions of the RFP.
22. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BDA or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
23. A Power of Attorney from the Bidder authorizing the undersigned as the authorized representative, and signatory who is authorized to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
24. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against BDA if the Project is not awarded to us or our Proposal is not opened.
25. We have submitted all the relevant information as per the formats specified in the RFP, along with the Bid Processing Fee.
26. Our Proposal will be valid for acceptance up to **180 Days** and we confirm that this Proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
27. All the information and statements made in this Technical Proposal are true and correct and we accept that any misinterpretation contained in it may lead to disqualification of our Proposal. If negotiations are held during the period of validity of the Proposal, we undertake that the undersigned shall negotiate on the basis of the Proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
28. We agree to bear all costs incurred by us in connection with the preparation and submission of this Proposal and to bear any further pre-contract costs.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

5.2. Tech 2: Bidder's Organization Details

TECH -2 **Bidder's Organization (General Detail)**

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Incorporation / Organization Details: <ul style="list-style-type: none">• Registration No:• Registered address :• Year of Incorporation :• Year of commencement of business :• Principal place of business :• GSTIN :• PAN :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Willing to carry out assignments as per the scope of work of the RFP	YES
7	Willing to accept all the terms and conditions as specified in the RFP	YES
8.	Brief description of the Bidder [<i>Note. Such description shall not exceed 3 (three) type-written pages.</i>]	
9	Total numbers of Years of experience in providing facility management Services (Attach experience certificate)	Start Date:- Till date:- Total Experience-(Year/Months)

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

Name and Designation with Date and Seal: _____

5.3. Tech-3: Financial Capacity of the Bidder

TECH - 3

Financial Capacity of Bidder

Financial Information in Indian National Rupees (INR)					
Details	FY18-19	FY 19-20	FY 20-21	FY21-22	FY22-23
Annual Turnover (in Indian Rupees Crore).					
Annual Turnover (in Indian Rupees Crore) from Facility Management Services.					
Average Turnover 3 financial years for (2020-21 to 2022-23)			Rs. _____ Cr. (Average)		
Highest Turnover from facility management services in last 5 FY					

Supporting Documents:

Audited certified financial statements for the last **Five FYs (preceding the Financial year in which the proposal is due)** (Submission of copies of Financial Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 22-23 are not available, bidder may provide provisional statement for the same.

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder.

Signature and Seal of the Company Auditor/ Chartered Accountant with Date in original

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

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

5.4. Tech 4: Power of Attorney

TECH - 4

FORMAT FOR POWER OF ATTORNEY **(On Stamp Paper)**

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

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

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

For

.....
(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

5.5. Tech 5: Bidder's Past Experience

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

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

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

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar in nature undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the client need to be furnished along with the above information.

5.6. Tech 6: Undertaking for Non-Blacklisting

TECH - 6

Undertaking for Non-Blacklisting on Stamp Paper

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

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

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

5.7. Tech 7:-Undertaking on Conflict of Interest

TECH 7

ON THE BIDDER' S LETTER HEAD

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

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

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

Communication Address of the Bidder: _____

5.8. Tech 8: Commitment for Proposed Equipment & Material

TECH -8: Commitment for Proposed Equipment & Material

1. List of Proposed Equipment:(in addition to the minimum members to be deployed)

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

2. Proposed list of Materials / Consumables to be used (in addition to the minimum quantity indicated)

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

Note:

1. The bidder shall procure Diesel / Lubricants / Oils to be used in for any kind of machinery installed at the facility like in substation, DG set and other equipment and the same shall be paid as per actuals on production of bills / consumption details etc. by the Bidder to the Authority.

The details provided in this TECH-8 is for information purposes and shall neither be used to evaluate the Bidder's Proposal. The Authority shall constitute a committee to approve the allowable usage of consumables for the performance of the Services and such committee may consider the information provided by Bidders in this TECH-8 in relation to the equipment, materials and consumables likely to be used at the Facility. The final quantities approved by the committee constituted by the Authority may be lower than the quantities mentioned by the Selected Bidder in this TECH-8.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

5.9. Tech 9: Proposed Manpower Deployment

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

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

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

5.10. Tech 10: Quality Control Mechanism

TECH – 10: QUALITY CONTROL MECHANISM

[In this format, the bidder shall provide a brief write up on the proposed quality control mechanism for the required services within 1-2 pages]

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

5.11. Tech 11: Non-Collusion Certificate

TECH – 11: NON COLLUSION CERTIFICATE (on letterhead of Bidder)

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

Dated this _____ days of 2023

Name of the Bidder _____

Signature of the designated person _____

Name of the designated person _____

Date of receipt of RFP _____

5.12. Tech 12: Description of Approach & Methodology

TECH – 12: DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

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

A. Understanding of Scope, Objectives and Completeness of response

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

B. Description of Approach and Methodology:

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

C. Methodology to be adopted:

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

- a. Detail resource and manpower planning including proposed equipment's to be used.
- b. Protocol for overall coordination, management and reporting
- c. Suggestive action plan for managing emergencies.
- d. Analysis of field data and preparation of reports
- e. Any other issues

D. Staffing and Management Plan:

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

5.13. Tech 13: Proposed Work Plan

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

Indicate all main activities / sub activities of the proposed assignment and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

5.14. Tech-14: Bid Security

PRO-FORMA OF BANK GUARANTEE FOR BID SECURITY

(To be executed on appropriate value of Non-Judicial Stamp Paper)

WHEREAS, _____ (name of the Bidder) wishes to submit his Bid for the **Selection of Agency for providing Comprehensive Facility Management Services for Inter State Bus Terminal (ISBT), Bhubaneswar & Cuttack Netaji Bus Terminal (CNBT), Cuttack**, hereinafter called "the Bid",

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

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

THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended as per RfP, issued by BDA; or
- (b) If the Bidder, for the period of the Bid Validity as per RfP in BDA's opinion, commits a material breach of any of the terms and / or conditions contained in the RfP Document and / or subsequent communication from BDA in this regard; or
- (c) If the Bidder refuses to accept the correction of errors in the Bid; or
- (d) If the Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- (e) If the Bidder, having been notified of the acceptance of its Bid by the BDA:
 - (i) fails or refuses to sign the CFMS Contract for the **Comprehensive Facility Management Services for Inter State Bus Terminal (ISBT) at Bhubaneswar & Cuttack Netaji Bus Terminal (CNBT), Cuttack;**
 - (ii) Fails or refuses to provide the performance security (Performance Security) to the BDA in accordance with, and when required by (within the stipulated time;
 - (iii) Fails or refuses to meet the obligations within the Commencement Date and mobilize the men and materials within the Effective Date;
 - (iv) Material Variation / Material fact suppression/ other non fulfilment of conditions specified in RfP documents;

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

more of the conditions set out in the RFP document, specifying the required conditions or requirement.

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

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Bid Security shall remain in force until the execution of Agreement
OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the announcement of award of the Project to the Preferred Bidder and the execution of agreement for the same.

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

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

SIGNATURE OF AUTHORISED

REPRESENTATIVE OF THE

BANK_____

NAME AND

DESIGNATION_____

SEAL OF THE

BANK_____

SIGNATURE OF THE

WITNESS_____

NAME OF THE

WITNESS_____

ADDRESS OF THE

WITNESS_____

5.15. Tech-15: Undertaking For Pending Judicial Proceeding

UNDERTAKING FOR PENDING JUDICIAL PROCEEDINGS

(On Bidder’s Letter Head)

We hereby confirm and declare that we, M/s-----, do not have any pending judicial proceedings for any criminal offence as on the Proposal due date, which shall affect or may cause to affect the delivery of our services as CFMS Agency as per the RFP document

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

5.16. Tech-16: Undertaking For Ethical Conduct & Fraud Form

UNDERTAKING FOR ETHICAL CONDUCT & FRAUD

(On Bidder's Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

6. Tech-17: Financial Proposal

Total Contract Price (TCP) for delivering CFMS services for 1st Year (for ISBT, Bhubaneswar and CNBT, Cuttack)

(Detail Cost break up to be enclosed in separate sheet)

Sr. No	Particular	Total Cost (Excluding GST)
1	2	3
1	Total Fees for delivering Comprehensive Facility Management Services as defined in scope of work of RFP for ISBT, Bhubaneswar and CNBT, Cuttack	Rs. _____
		(in Word - Rupees _____ only)

Note: -

1. Bidder will quote prices of all the items mentioned above inclusive of all Charges, taxes, insurance and transportation, etc. but excluding GST. The GST as applicable shall be imposed
2. Any conditional bids shall be summarily rejected.
3. Break-up of the financial proposal to be submitted by the bidder in the attached format. Bidder should not quote the below the minimum wages notified by Govt. Resource wise man month rates are to be submitted along with the financial proposal.

Bidder:

Signature -----

Name -----

Designation -----

Note:

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the Proposals are opened. All corrections, if any, should be initialed by the person signing the Proposal form before submission, failing which the figures for such items may not be considered
- b. In case of discrepancy between Amounts mentioned in figures and in words, the amount in words shall govern.
- c. Quantities and unit prices (or rates) product of and the relevant total (or subtotals), the prices and quantities product of shall prevail, and the totals (or subtotals) shall be corrected accordingly.
- d. Subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly
- e. The total price quoted by the Bidder shall be taken into consideration as final price for evaluation purposes.

Breakup of Financial Proposal-

	A -Man Power	Min Required (per day)	Proposed over and above to Minimum	Total	Monthly Rate	Cost Per Annum
	Management Team					
1	Facility Manager	2				
2	Asst. Facility Manager	6				
	Civil Maintenance Team					
1	Carpenter/ Mason/ Fitter	6				
2	Sewer-man	4				
3	Plumber	6				
4	Multipurpose/ MST	4				
5	Helper	6				
	Electrical Maintenance					
1	Supervisor	8				
2	Electrician/ Wireman	12				
3	Helper/ Khalasi	12				
	Control Room					
1	Manager - Control Room	6				
2	Assistant – Control Room	6				
	Operation Of Fire Fighting, Fire Alarm, Public Address Systems (24 X 7 Hour Basis)					
1	Fire Supervisor (Passed out from any National Fire Training Institute)	6				
2	Jr. Fire Supervisor (Passed out from any National Fire Training Institute)	6				
	DG Sets and Electric Substation					
1	Operator	6				
	Operation Of BMS System, Sound					
1	Operator	6				
	Operation Of Lifts					
1	Lift Operator	6				
	Operation of HVAC / VRF AC					
1	AC Operator	6				
2	Asst.	3				
	Operation Of Sewage Treatment Plant (STP)					
1	STP Operator	6				
2	Pump Operator	4				

	Housekeeping Service					
1	Supervisor (General & Housekeeping work)	8				
2	Housekeepers	146				
	Horticulture Works					
1	Supervisor	2				
2	Gardener	4				
	Security					
1	Security Officer and Supervisor	7				
2	Security Staff	126				
	Front Desk/ Reception/ General Admin					
1	Front Desk	11				
2	Administration / HR Officer	04				
3	Accountant	02				
4	Bus Operations (date entry operator)	24				
5	Operator for Baggage X-ray scanner	6				
	Total (A)					

	B- Consumables	Min Required (in a month)	Proposed over and above to Minimum	Total	Monthly Rate	Cost Per Annum
1	Phenyl (to be used for housekeeping/cleaning)	100 Ltrs				
2	Room Spray (Premium)	50 Nos				
3	Auto Spray- Air Refresher	50 Nos				
4	Naphthalene Balls	8 Kgs				
5	Sodium Hypochlorite	50 Ltrs				
6	Brasso	500 ml				
7	Bathroom Cleaner(R1)	70 Ltrs				
8	Glass Cleaner(R3)(B3)	30 Ltrs				
9	Furniture Cleaner(R4)	20 Ltrs				
10	R6 (Toilet bowl Cleaner)	80 Ltrs				
11	D-7 (Stainless Steel Polish)	20 Ltrs				
12	Bleaching Powder	100 Kgs				
13	Garbage Bag	20 Kgs				
14	Urinal Cubes	20 Kgs				
15	Hand Wash Liquid	200 Ltrs				
16	Toilet Roll Paper	500 Boxes				
17	Tissue Box – premier for cabin	100 Boxes				

18	Hand Towel-Tissue Paper-C- Fold	500 Boxes				
19	All purpose Cleaner (R2)	70 Ltrs				
20	Dust pan	50 Nos				
21	Hard broom	100 Nos				
22	Bucket	50 Nos				
23	Mug	50 Nos				
24	Jobby Dustbin	10 Nos				
25	Glass Duster	100 Nos				
26	Check Duster	600 Nos				
27	caddy Basket	40 Nos				
28	Urinal Screen	200 Nos				
29	carpet Brush	10 Nos				
30	Citronela Oil	4 Ltrs				
31	Caustic Soda	5 Kg				
32	Disposal Gloves	4 Box				
33	Dry Mop Set 18 Inch	20 Nos				
34	Wet Mop set	50 Nos				
35	Floor Wiper	50 Nos				
36	Feather Duster	20 Nos				
37	Spray Gun Set	300 Nos				
38	Patti Blade	100 Nos				
39	Thinner	5 Ltrs				
40	Comby Set	5 Nos				
41	Red Pad	5 Nos				
42	White Pad	3 Nos				
43	Yellow Gloves Heavy Duty	15 Pair				
44	Garbage Bag 28*35	10 Kg				
45	Garbage bag 36*42	10 Kgs				
46	Garbage bag 44*50	15 Kgs				
47	Micro Fiber Duster	100 Nos				
48	Wiper Small	100 Nos				
49	Scrubber Scotch brite	50 Nos				
50	Wet Mop refill	20 Nos				
51	Scrubber With Long handle	20 Nos				
Total (B)						

	C- Plant & Equipments	Min Required	Proposed over and above to Minimum	Total	Monthly Rate	Cost Per Annum
1	Commercial vacuum cleaner	4 nos				

2	High pressure jet cleaning machine	3 nos				
3	Fuzzy machine to clean chairs and sofas	2 nos				
4	Single Disc Floor Scrubbers / polishing machine	4 nos				
5	Wringer Mop Trolley	25 Nos				
6	Motorized Grass cutter	2 Nos				
7	Road sweeping machine	2 nos				
8	Telescoping ladder	2 nos				
9	Fork Lift	2 nos				
10	Equipment for cleaning facades of high rise buildings (Glass Cleaning Kit)	3 Sets				
11	Auto Walk Behind Scrubber- battery operated	02 nos				
12	Auto Walk Behind Scrubber- Electric operated	02 nos				
13	Rideon Scrubber	02 Nos				
14	Ladder - (2 Ft.)	02 Nos				
15	Ladder - (6 Ft.)	02 Nos				
16	Ladder - (8 Ft.)	02 Nos				
17	Ladder - (12 Ft.)	02 Nos				
18	Washroom Steam Cleaning machine	02 Nos				
19	Mechanical Walk Behind sweeper	2 Nos				
20	Baggage X-ray scanner	2 Nos				
	Total (C)					
	Total (A+B+C)					

7. Draft Contract

[To be executed on stamp paper of requisite value]

COMPREHENSIVE FACILITY MANAGEMENT SERVICES CONTRACT

BETWEEN

[BHUBANESWAR DEVELOPMENT AUTHORITY]

AND

[●]

[COMPREHENSIVE FACILITIES
MANAGEMENT SERVICE PROVIDER]

Date:

(On Stamp Paper)

SERVICES AGREEMENT

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

BETWEEN

M/s. Bhubaneswar Development Authority (hereinafter referred to as the “**Authority**”) with its with its registered office at _____, (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the **ONE PART**;

AND

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

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

WHEREAS

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

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

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

Affected Party has the meaning given to it in Clause 23.1.

Agreement means this Comprehensive Facility Management Services Agreement.

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

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

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

AMC means annual maintenance contract.

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

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

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

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

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

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

- (i) the enactment, coming into effect, adoption, promulgation, notification, amendment, modification or repeal (without re-enactment or consolidation) of any Applicable Laws;

- (ii) the imposition of a requirement for obtaining any Government Approvals not currently required;
- (iii) a change in interpretation of any Applicable Laws by a Government Authority having the legal power to interpret or apply such Law or as finally determined by the highest judicial body; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms and conditions for obtaining such Government Approvals; or
- (v) any (a) change in the rate of an existing Tax; or (b) introduction of a new Tax made applicable on the provision of the Services,

but shall not include a change in any direct Taxes.

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

Authority has the meaning given to it in the array of Parties.

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

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

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

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

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

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

ESI means Employees State Insurance.

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

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

Force Majeure Event shall have the meaning given to the term in Clause 23.

Good Industry Practices shall mean those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for

use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.

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

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

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

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

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

PF means provident fund.

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

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

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

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

SLA means service level agreements.

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

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

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

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

2. Scope of Work

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

3. Mobilization, Effectiveness and Agreement Period

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

3.2 This Agreement shall remain valid for a period of 5 years from the Effective Date (**Agreement Period**).

4. Contract Price

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

4.2 The Annual Comprehensive Facility Management Cost payable to the CFMS Provider shall be escalated every year during the Agreement Period by 3%. The escalation in a particular year shall be calculated on the Annual Comprehensive Facility Management Cost paid to the CFMS Provider in the previous year.

4.3 Payment for Specific Services

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

In addition to the Annual Comprehensive Facility Management Cost, the Authority shall also pay / reimburse to the CFMS Provider , the actual costs incurred by the CFMS Provider in relation to the specific services required in accordance with this Services Agreement.

4.4 Cost of Consumables

- (a) The CFMS provider shall consider all consumable items required for proper maintenance of the both the bus terminal facilities during the contract period while participating in the bid process. The shall be made by the Authority for consumable items as per actual consumption and at the quoted price.

5. Terms of Payment

- 5.1 The Authority will make payments to the CFMS Provider on the basis of monthly invoices to be furnished by the CFMS Provider. Each monthly bill should, at the minimum, set out the following details:

- (i) a brief description of the Services rendered;
- (ii) costs towards any AMCs entered into by the CFMS Provider on behalf of the Authority and the applicable AMC Management Fees;
- (iii) costs towards the Annual Comprehensive Facility Management Costs for personnel and labor actually deployed;
- (iv) subject to Clause 4.4(c), the costs towards consumables procured and/or utilized;
- (v) any other costs incurred by the CFMS Provider for which the Authority is liable under this Agreement; and

- 5.2 For each monthly invoice submitted by the CFMS Provider, the Authority shall, within 15 days from the date of receipt of such invoice, either:

- (a) approve the invoice for payment to the CFMS Provider; or
- (b) issue a notice to the CFMS Provider disputing the invoice and directing the CFMS Provider to issue a revised invoice. If the Authority disputes only a part of the invoice, then it shall certify the undisputed portion of the invoice for release of such undisputed amounts to the CFMS Provider. The CFMS Provider shall issue a revised invoice after rectifying the errors or discrepancies identified by the Authority and this process will be repeated until the Authority approves an invoice.

- 5.3 Within 15 days from the date on which the Authority has approved an invoice under Clause 5.2(b) above, the Authority shall pay the amounts due under such invoice to the CFMS Provider by way of a direct bank transfer to the following bank account of the CFMS Provider:

[•]

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

6. Performance Bank Guarantee

- 6.1 The CFMS Provider shall have, prior to entering into this Agreement, submitted to the Authority an unconditional, irrevocable, and on-demand Performance Bank Guarantee (**PBG**) amounting to **10%** of the Annual Comprehensive Facility Management Cost to be paid for the first year of the Agreement Period. The PBG shall be provided to secure the CFMS Provider's obligations under this Agreement. This bank guarantee shall be issued by a Scheduled Bank situated in Bhubaneswar and shall be substantially in the format included in Annexure [●]. The CFMS Provider shall ensure that the PBG is valid and enforceable until the expiry of 3 months from the end of the Agreement Period.
- 6.2 The PBG will be released to the CFMS Provider immediately after the expiry of 3 months from the end of the Agreement Period provided there is no existing breach of the Agreement on the part of the CFMS Provider and subject to the Authority's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.
- 6.3 Should the Agreement Period be extended, the CFMS Provider shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Authority before the expiry date of the PBG originally furnished.
- 6.4 If the PBG is scheduled to expire before the validity period set out in Clause 6.1 above, then the CFMS Provider shall arrange for an extension of the PBG at least [30] days prior to such expiration. If the CFMS Provider fails to procure such extension or replacement, the Authority shall be entitled to drawdown the total amount available under such PBG and retain such amount as cash security until such time that the CFMS Provider submits an extension or replacement of the PBG.
- 6.5 Notwithstanding anything contained in this Agreement, the Authority shall be entitled to invoke the PBG to recover any payments due from the CFMS Provider to the Authority under this Agreement.

7. CFMS Provider's Obligations

- 7.1 The CFMS Provider shall comply with all Applicable Laws and all rules and regulations of relevant Government Authorities having control or jurisdiction over the Facility while providing the Services. The CFMS Provider represents that it is fully aware of, and shall comply with, all Applicable Laws which must be complied with while performing the Services. The CFMS Provider shall, without any additional cost to the Authority, furnish to the Authority, promptly upon request, such information regarding itself and its personnel as the Authority may require furnishing to any relevant Government Authority. The Authority shall notify the CFMS Provider in writing of any relevant local customs to be adhered to by the CFMS

Provider, and the CFMS Provider shall, after such notification, respect such customs.

- 7.2 The CFMS Provider agrees to co-operate with all Authority's personnel and contractors (as well as any personnel of any Government Authority), as have been, or may be engaged by the Authority to perform other works at or adjacent to the Facility. In this regard, the CFMS Provider shall, if required, share any service areas with other contractors, occupants, operators or public authorities associated with the Authority.
- 7.3 The CFMS Provider shall be responsible for performing all the obligations assigned to it under the RFP, this Agreement, the Terms of Reference and the Scope of Work in accordance with the terms set out herein. The CFMS Provider shall ensure that its employees and personnel deployed at the Facility shall adhere to the highest moral standards, consistent with the Authority's policies, rules and regulations and shall be physically healthy and capable to carry out the Services to the satisfaction of the Authority. The CFMS Provider shall also provide facilities and services for any other contractors engaged at the Facility as described in more details in Schedule [●].
- 7.4 The CFMS Provider shall provide qualified, uniformed staff and personnel (such uniforms shall have been approved by the Authority and shall be distinguished from the uniform prescribed for other categories of staff employed at the Facility) to perform the Services. Such staff and personnel shall carry badges for identification and shall display such identification proof on their person in the course of duty. All staff, employees and personnel appointed by the CFMS Provider who are in managerial/ supervisory positions shall be equipped with mobile phones by the CFMS Provider.
- 7.5 The CFMS Provider agrees and acknowledges that any information received from the Authority pursuant to this Agreement shall not in any way relieve the CFMS Provider from its responsibility for providing the Services in accordance with the terms of this Agreement. The CFMS Provider shall also perform any incidental work which may not have been specifically mentioned in the Scope of Work, the Terms of Reference and this Agreement but is necessary for ensuring that the Services are performed to the satisfaction of the Authority.
- 7.6 The CFMS Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with Good Industry Practice and shall employ appropriate technology and safe and effective equipment, machinery, materials and methods. The CFMS Provider shall at all the times support and safeguard the Authority's legitimate interest in any dealings with the other parties.
- 7.7 The CFMS Provider shall minimize any inconvenience or disturbance caused to the users/occupants of the Facility due to provision of the Services and shall ensure that its staff and personnel are courteous and polite at all times with the users/occupants of the Facility.

- 7.8 The CFMS Provider shall undertake pest control activities and shall ensure that that the Facility premises are free of all animals (quadrupeds), and other pests such as insects (wasps, bees, flies), bats, pigeons, etc.
- 7.9. The CFMS Provider and/or its employees, staff and personnel shall lodge a complaint regarding any stolen, missing or defective material, machinery or equipment at the Facility with the Authority's Representative, failing which, the CFMS Provider shall have the responsibility to repair or replace such material, machinery or equipment.
- 7.10 The CFMS Provider shall ensure that all waste from the Facility is categorized and disposed off in accordance with Applicable Laws.
- 7.11 Materials, Machinery and Equipment
- (a) The CFMS Provider shall arrange and supply, at its own cost, all material, machinery, equipment, plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings, and temporary works, required for the proper and effective execution of the Services in accordance with the RFP, the Scope of Works, Applicable Laws and this Agreement.
 - (b) The CFMS Provider shall also be responsible for arranging transportation of any materials, machinery and equipment to and from the Facility while performing the Services. The CFMS Provider shall bear all costs associated with the transportation, loading, unloading, stacking, storage, safekeeping against the damage due to sun, rain, dampness, fire, theft etc., of all machinery, materials and equipment required for the provision of the Services.
 - (c) All the material, machinery and equipment brought to the Facility shall be duly accounted for by the CFMS Provider and shall be insured against any loss due to any reason whatsoever. The CFMS Provider shall submit proof regarding such insurances to the Authority's Representative as and when requested to do so. The Authority may summon the complete record of the procurement of materials from the CFMS Provider at any time, if needed.
 - (d) All the material, machinery and equipment brought to the Facility by the CFMS Provider shall be strictly as per the specifications set out in the RFP and the Scope of Work, or any other specifications as may be approved in writing by the Authority.
 - (e) The CFMS Provider shall store all material, machinery and equipment brought onto the Facility in accordance with Good Industry Practice. The CFMS Provider shall remove any damaged or inferior material from the Facility within 7 days from the date on which the Authority's Representative (or any engineers in charge appointed by the Authority) orders such removal.
- 7.12 Labor and Personnel

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

7.13 Service Level Agreement (SLA)

- (a) The CFMS Provider shall ensure that the Services provided under this Agreement meet the relevant Service Level Agreements (**SLA**) set out in **Annexure 4** of this Agreement.
- (b) If the Services provided fail to meet any of the SLAs set out in **Annexure 4** of this Agreement, then the CFMS Provider shall be liable to pay liquidated damages to the Authority in accordance with Clause 18 of this Agreement.

7.14 Conflict of Interest

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

- a. CFMS Provider not to benefit from commissions, discounts, etc.
 - (i) The payments contemplated to be made to the CFMS Provider pursuant to Clause 4 of this Agreement, shall constitute the only payments due to the CFMS Provider in connection with this Agreement and, the CFMS Provider, or its employees, staff and personnel deployed at the Facility, shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this

Agreement or in the discharge of its obligations hereunder.

- (ii) Furthermore, the CFMS Provider shall comply with the Authority's applicable procurement guidelines for procurement of goods, works or services pursuant to this Agreement.

b. CFMS Provider's Affiliates not to be otherwise interested in the Project

The CFMS Provider agrees and acknowledges that, during the Agreement Period, the CFMS Provider's Affiliates shall be disqualified from providing goods, works or services resulting from or directly related to the Services to be provided by the CFMS Provider under this Agreement.

c. Prohibition of conflicting activities

The CFMS Provider, or its employees, staff and personnel deployed at the Facility, shall not engage, either directly or indirectly, in any business or other activities which would result in a conflict with the activities assigned to it under this Agreement.

7.15 Safety

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

7.16 Coordination

- (a) The CFMS Provider shall also be responsible for co-ordination and management of delivery of services from AMC service providers, suppliers, other contractors, third party delivery agents, including ensuring safety compliance by such vendors, suppliers, contractors and agents. The CFMS Provider is required to monitor the delivery of service by such entities and shall provide the Authority with a report in case of non-compliance with any requirements immediately.
- (b) Within [30 (thirty)] days from the date of execution of this Agreement, the designated engineer / nodal department in-charge for the project shall, along with the CFMS Provider and contractors, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require an AMC (**AMC List**). The Authority's decision with respect to the contents of the AMC List shall be final and binding. The AMC List will also specify the equipment for which there are existing AMCs executed by the Authority.

- (c) The CFMS Provider shall support Authority to engage AMC service providers for the equipment and machinery for which there is no subsisting AMC, on terms and conditions beneficial to the Authority, and in no event less favorable than market standard AMCs for the relevant equipment/machinery.
- (d) The CFMS Provider shall coordinate with and supervise the AMC service providers (including AMC service providers directly engaged by the Authority) to ensure that the periodic maintenance services covered under each AMC as well as any emergency maintenance services in case of a breakdown of any equipment or machinery are duly performed and shall provide the Authority with a report in case of non-compliance with any requirements immediately.
- (e) The CFMS Provider shall maintain a record of: (i) all parts, equipment or machinery which are replaced by AMC service providers; and (ii) all payments made and due to the AMC service providers and shall make such records available to the Authority at all times upon request.
- (f) During the Agreement Period, AMCs for any 'branded items' not identified initially in the AMC List, and which may be required later, may be entered into in the same manner, and on the same terms, as described in this Clause 7.16.
- (g) If there is a breakdown of any equipment for which there is an AMC but the cost of repair or replacement of the equipment in case of such breakdown is not covered under the AMC price/cost, then the CFMS Provider shall submit the following options to the engineer/officer-in-charge for its approval:
 - (i) the cost of repairing/replacing the equipment through the AMC service provider; and
 - (ii) the cost of repairing/replacing the equipment through a third party.

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

7.17 Additional Personnel

- (b) The Authority may, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel at the Facility (over and above the minimum number of staff and personnel specified in **Annexure 5** and the CFMS Provider shall, pursuant to receiving such instructions from the Authority, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be

calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

- (c) If the CFMS Provider, needs to deploy any additional staff or personnel to execute any additional Services, it shall do so only with the prior written approval of the Authority. Payments for such additional staff and personnel as approved by the Authority shall be calculated in accordance with the Man Month Rates for the relevant / similar category of staff, as set out in the Financial Proposal.

7.18 Safety Stock List

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

8. Obligations of the Authority

8.1 Assistance and exemptions

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

8.2 Access to Facility & Administrative Support

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

Additionally, the Authority will provide all administrative support to the CFMS, in case there is a dispute raised by the public or visitor or passenger where the CFMS has taken any step to protect the safety, operations and infrastructure of the ISBT & CNBT bus Terminals.

8.3 Change in Law

- (a) If, after the Proposal Due Date , there is any Change in Law, which increases or decreases the cost incurred by the CFMS Provider in performing the Services, on account of a change in the rate of existing Taxes, or on account of the introduction of any new Taxes or repeal of any existing Taxes, then the

Annual Comprehensive Facility Management Cost otherwise payable to the CFMS Provider under this Agreement shall be increased or decreased accordingly through mutual agreement between the Parties.

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

8.4 Services, facilities and property of Authority

The Authority shall make available to the CFMS Provider, for the purpose of the Services and free of any charge, the facilities, items and property described in the Scope of Work.

8.5 Office Space

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

8.6 Basic Utilities

Basic utilities like water, power supply and internet facilities will be provided by the Authority to CFMS Provider for performance of the Services. However, any infrastructure required by the CFMS Provider for use of the water and power supply or internet facilities shall be the responsibility of the CFMS Provider.

8.7 Statutory and regulatory compliances

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

9. Services Schedule

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

10. Authorized Representatives

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

be signed by their respective representatives identified pursuant to this Clause 10.

- 10.4 The CFMS Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by the Authority's Representative.

11. Risk & Responsibility

- 11.1 The CFMS Provider shall, without limiting its obligations and responsibilities under this Agreement, obtain and maintain adequate insurance for its employees and personnel deployed at the Facility against any and all liabilities that may arise on account of the death or personal injury due to any accidents in the course of performing the Services. The Authority will neither be responsible, nor be held liable, for any such death, personal injury or accident to the employees and/or any other personnel deployed by the CFMS Provider. In the event that the Authority is made liable to pay any damages or compensation in respect of death, personal injury or accident to any employees or personnel deployed by the CFMS Provider, the CFMS Provider shall indemnify the Authority for and against such Claims or Losses in this regard.
- 11.2 The CFMS Provider shall conduct periodic general medical check-ups of its employees, staff and personnel deployed at the Facility at its own cost and shall provide copies of medical certificates for each employee and staff member engaged at the Facility to the Authority once every six (6) months from the Effective Date of this Agreement certifying that: (i) such employee/ staff member is free from any contagious disease; and (ii) such employee/ staff member is medically fit to discharge the duties assigned to them. In the event of any employee or member of the staff or personnel is found to be suffering from any communicable disease, such person(s) shall be replaced immediately.
- 11.3 The CFMS Provider's Representative shall be present at the Facility during working hours to ensure satisfactory performance of the Services under this Agreement. The CFMS Provider's Representative shall further exercise due and adequate control over all personnel deployed at the Facility and shall ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- 11.4 The CFMS Provider shall ensure that its employees, staff and personnel observe all required standards of cleanliness, decency and decorum, safety and general discipline while carrying out their obligations under the Agreement and follow such other instructions or guidelines as may be issued by the Authority's Representative.
- 11.5 It shall be the duty of the CFMS Provider to ensure that critical tasks are carried out by such employees or personnel that are professionally and technically competent enough to perform such particular tasks.
- 11.6 The CFMS Provider should install a biometric system with computer assisted information capturing modalities, as well as carry out manual entries, in relation to

the attendance of its employees, staff and personnel deployed at the Facility. The CFMS Provider shall also ensure that any reports generated by the biometric system will be made available for verification by the Authority's Representative from time to time.

12. Compliance with Applicable Law

- 12.1 The CFMS Provider shall ensure compliance with all Applicable Laws when performing the Services under this Agreement.
- 12.1 The CFMS Provider shall be responsible for compliance with and coverage of its employees under, all labor related Applicable Laws and schemes such as Employees State Insurance Scheme (ESI), Provident Fund (PF), Workmen's Compensation Act, Minimum Wages Act, Contract Labor (Regulation & Abolition) Act, etc., including any labor codes and rules which may replace these statutes or schemes. The CFMS Provider shall maintain proper records and documents of all statutory compliances in this regard and shall produce them to the Authority's Representative as and when required.
- 12.2 The CFMS Provider shall obtain all requisite Government Approvals, including all relevant labor registrations, required to render the Services and shall furnish copies thereof to the Authority's Representative as and when requested to do so.
- 12.3 The CFMS Provider shall be solely responsible for the payment all of wages and other statutory payments/legal dues to its staff and other personnel deployed under this Agreement. The payment of the Contract Price in accordance with Clause 4 of this Agreement shall be released by the Authority only upon the CFMS Provider producing online PF & ESI deposit receipts for the preceding month.
- 12.4 The CFMS Provider shall provide first aid facilities at the Facility in accordance with Applicable Laws.
- 12.5 The CFMS Provider shall indemnify and hold harmless the Authority its directors, employees, officers, advisers, representatives, personnel and Affiliates from and against all Claims and/or all losses incurred or suffered, including for Claims made by a third party, which arise in connection with the CFMS Provider's failure to comply with any labor related Applicable Laws. The Authority may set-off any amounts due from the CFMS Provider pursuant to any indemnity claim under this Agreement against the payments due to the CFMS Provider under this Agreement.
- 12.6 The employees, staff and personnel of the CFMS Provider shall in no case be treated as the employees of the Authority. Further, the Authority is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the employees, staff and personnel of the CFMS Provider.

13. Indemnity

13.1 The CFMS Provider shall indemnify and hold harmless the Authority, its authorised representatives, employees, officers, advisers, representatives, personnel and Affiliates (**Authority Indemnified Party**) from and against all Claims and Losses, incurred or suffered by a Authority Indemnified Party, including for Claims made by a third party, which arise in connection with:

- (a) any failure to pay Taxes as per Applicable Law;
- (b) any non-compliance or violation of Applicable Law;
- (c) breach of the CFMS Provider's representations and warranties contained in this Agreement;
- (d) bodily injury, sickness, or death of any person whatsoever;
- (e) loss of or physical damage to any property;
- (f) any criminal, fraudulent or other wrongful act or omission by the CFMS Provider, its employees, staff and personnel deployed at the Facility; or
- (g) any negligence or misconduct by the CFMS Provider, its employees, staff and personnel deployed at the Facility.

14. Limitation of Liability:

14.1 Without prejudice to any other terms and conditions as agreed between the Parties on the liability of the CFMS Provider, the aggregate liability of the CFMS Provider under this Agreement, shall not exceed the Annual Contract Price.

14.2 The CFMS Provider agrees that the cap on the limitation of liability as set out in Clause 14.1 above shall not be applicable and its total liability to the Authority shall be unlimited in respect of:

- (a) any Claim and/or Loss suffered and/or incurred by the Authority on account of any harm, sickness, death or grievous bodily injury to the personnel of the Authority or any third person, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
- (b) any Claim and/or Loss suffered and/or incurred by the Authority on account of any damage and/or destruction of the property of the Authority and/or any third party, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
- (c) any Claim and/or Loss suffered and/or incurred by the Authority due to any fraud, misconduct or negligence of the CFMS Provider;
- (d) any Claim and/or Loss suffered and/or incurred by the Authority due to breach of Applicable Laws or terms and conditions of Government Approvals; and
- (e) any amounts spent by the CFMS Provider on rectification/remedying any damage caused to the Facility (including any equipment, machinery, installations or other infrastructure at the Facility) by it, its employees, staff or personnel while undertaking the Services under this Agreement.

15. Sub-Contracting

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

16. Estate Management

This includes support to Authority for management of the estate, enforcement of the terms & conditions of allotment of shops / commercial spaces / advertisement spaces.

The allotment / licensing of the shops, advertisement space & other revenue generating activity shall remain with the Authority. CFMS will help Authority in coordinating and other matter in regard to leasing / licensing out shop / commercial space /advertisement space etc.

17. Loss/ Theft / Damage

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

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

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

The insurance cover if required and approved by the Authority taken will be reimbursed /paid on production of bills and supporting documents.

- 17.2 The CFMS Provider shall provide copies of the relevant insurance policies and certificates to the Authority for its approval at least 7 days prior to the Effective Date. If the CFMS Provider fails to obtain the requisite insurances in accordance with this

Clause 17 or fails to provide the Authority with copies and certificates of such insurance policies, the Authority may take and maintain in effect any such insurances and may from time to time deduct any premium that the Authority shall have paid to the insurer from any amount due to the CFMS Provider under this Agreement or may otherwise recover such amount as a debt due from the CFMS Provider.

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

18. Liquidated Damages

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

times within a period of 30 days, the rate of Liquidated Damages payable for a breach of this SLA will be increased to INR 550 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.

- (ii) *If the same SLA (i.e., pertaining to routine housekeeping) is breached another 3 times within a consecutive period of 30 days, then the rate of Liquidated Damages payable will be further enhanced by 10%, i.e., to INR 605 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.*

19. Exclusion of Consequential Loss

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

20. Suspension

If the Authority or the Authority's Representative notifies the CFMS Provider of any non-compliance with the terms of this Agreement, the CFMS Provider shall immediately, if so directed, or in any event not more than 2 day after receipt of such notice (unless any timeline specified in such notice), make adequate efforts to correct such non-compliance. When the CFMS Provider has undertaken satisfactory corrective action in line with this Agreement, the Authority shall lift the suspension of the Services. The CFMS Provider shall not claim any extension of time to complete the Services or additional fees due to any such work suspension.

21. Transition of Services

21.1 Transition of Services

- (a) Upon the expiry of the Agreement Period, or the early termination of this Agreement, the performance of the Services will be taken over by a replacement service provider to be appointed by the Authority.
- (b) The CFMS Provider shall facilitate the seamless transfer of the Services to the replacement service provider appointed by the Authority, by:
 - (i) liaising with the replacement service provider appointed by the Authority and providing reasonable assistance and advice regarding the Services and their transfer to the replacement service provider;
 - (ii) making available to the replacement service provider all records maintained by the CFMS Provider for the Services provided;

- (iii) participating in any briefing/handover meetings with the replacement service provider organized by the Authority, in which the CFMS Provider will give the replacement service provider a detailed update regarding condition of all equipment, installation and facilities covered with under the scope of the Services, status of completion of annual maintenance and other periodic services such as pest control and fumigation of premises, replacement schedule for major equipment and systems and all other information and operational data which the Authority or the replacement service provider considers relevant.
- (iv) providing access to any replacement service provider appointed by the Authority, to inspect the Facility and responding to queries and clarifications, if any, sought by such replacement service provider prior to transfer of the Services to such service provider; and
- (v) providing an inventory of all unused materials, spares, chemicals, cleaning agents, consumables, and items procured by the CFMS Provider for the Facility (and paid for by the Authority), which shall be made available to the replacement service provider to perform the Services.

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

22.Termination

22.1 Termination by the Authority

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

- (a) the CFMS Provider stops work for 30 days when no stoppage of work is shown on the Services Schedule and the stoppage has not been certified by the Authority's Representative;
- (b) (i) the CFMS Provider is admitted into a corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016; (ii) the CFMS Provider has entered into liquidation or similar state; (iii) if any order is made for the compulsory winding up or dissolution of the CFMS Provider; (iv) if the CFMS Provider becomes unable to pay its debts; (v) if a receiver or administrator is appointed in respect of the CFMS Provider, its business and assets; or (vi) if any re-structuring, re-organisation, amalgamation, arrangement or compromise affecting the CFMS Provider's ability to fulfil its obligations under this Agreement is being undertaken.
- (c) The CFMS Provider fails to provide and/or maintain the PBG in accordance

with this Agreement;

- (d) If the CFMS Provider has, in the judgment of the Authority engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or is in breach of Clause 7.14 of this Agreement.
- (e) If the CFMS Provider fails to rectify, reconstruct or replace any defective work, equipment, installations, machinery or continues the execution of the work or Services in an inefficient, improper, un-workman like manner which is contrary to Good Industry Practice or the SLAs.
- (f) If the CFMS Provider is in material breach of any of its obligations under this Agreement;
- (g) If the cap on Liquidated Damages set out in Clause 18 has been breached;
or
- (h) If the CFMS Provider is in breach of any of its representations and warranties under this Agreement.

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

20.2 Termination by the CFMS Provider

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

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

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

20.3 Consequences of Termination

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

20.4 Payment upon Termination

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

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

- (b) If the Agreement is terminated due to an event of default of the Authority, the Authority shall pay for:

- (i) Services performed by the CFMS Provider up until the date of termination; and
- (ii) cost of any equipment, consumables and material brought to the Facility and available for use by the Authority (to the extent not already covered under the payment under (i) above;

less:

- (iii) any sums due from the CFMS Provider to the Authority; and
- (iv) any Taxes due to be deducted at source as per Applicable Laws

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

23. Force Majeure

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

23.2 Force Majeure Exclusions

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

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

23.3 Notice of Force Majeure Event

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

23.4 Effect of Force Majeure

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

24.Reduction in Scope

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

25.Governing Law, Disputes and Jurisdiction

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

26. Assignment

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

27. Representations and Warranties

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

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

28. Confidentiality

- 28.1. The terms and conditions of this Agreement and non-public information (including without limitation technical, industrial, operational, financial and commercial

information) exchanged by the Parties by virtue of this Agreement (**Confidential Information**) shall be kept strictly confidential. The receiving Party shall use the Confidential Information only as required for the full and complete performance of this Agreement and shall limit the disclosure of such Confidential Information to: (i) its representatives, personnel, employees or agents who have a need to know such Confidential Information for the performance of their obligations under this Agreement; (ii) its auditors in the framework of their ordinary auditing competences; (iii) to legal and technical advisors, to the extent required for finalization and execution of this Contract; and (iv) with respect to Authority, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions, provided that, the recipients of the Confidential Information shall also be bound in writing by confidentiality terms no less restrictive than those contained in this Clause 25.

- 28.2 The confidentiality obligation shall not apply to any disclosure of information: (i) that is in or enters the public domain through no fault of the receiving Party; (ii) that was in the possession of the receiving Party prior to receipt under this Agreement (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required under Applicable Law or through an order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible. In the event of a disclosure required under Applicable Law or pursuant to an order of a Government Authority, the disclosing Party shall use all reasonable efforts and co-operate with the other Party's efforts to obtain confidential treatment of the material so disclosed.
- 28.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.
- 28.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of this Agreement and shall certify in writing that it has done so.
- 28.5 Confidential Information disclosed shall be and remain the property of the disclosing Party.
- 28.6 This Clause 28 shall be binding on both the Parties for a period of [5 (five)] year from the Effective Date and shall survive the termination of this Agreement.

29. Miscellaneous

29.1. Survival

The rights and obligations of the parties in respect of its obligations under this Agreement, including other representations, warranties, covenants and provisions contained herein, including in any schedule or annexures to this Agreement that by their nature survive, shall survive the expiry or termination of this Agreement. The

expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty or damages as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the expiry date or termination.

29.2. Waiver

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

29.3 Maintenance of Accounts

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

29.4 Severability

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

29.5. Costs

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

29.6. Entire Agreement

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

29.7. Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute a

partnership between the Parties, and no Party shall hold itself out as an agent for the other, except with the express prior written consent of such other Party.

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

29.8 Counterparts

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

29.9 Recovery of sums due

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

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

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

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

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

Signature _____
(_____ Development Authority)

Signature _____
(Authorized representative of Comprehensive Facilities Management Service Provider)

Witnesses:

On behalf of _____ **Development Authority**

1.

2.

On behalf of Comprehensive Facilities Management Service Provider

1.

2.

8. Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Secretary, BDA
Bhubaneswar Development Authority
Akash Shove Building, Sachivalaya Marg
Bhubaneswar, 751001
Odisha.

B.G. No. [____] Dated:

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

IN FAVOUR OF:

_____ **Development Authority**, with its registered office at Akash Shova Building, Sachivalaya Marg, Bhubaneswar, 751001, Odisha (hereinafter referred to as the **Authority**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns), represented by the [INSERT DESIGNATION OF AUTHORIZED REPRESENTATIVE].

WHEREAS _____ (Name and address of the CFMS Provider) (hereinafter called “the **CFMS Provider**”) has undertaken, in pursuance of RFP No _____ dated _____ for “**Selection of Facility Management Services at [●], Odisha**” (hereinafter called the **RFP**) to perform comprehensive facility management services subject to, and in accordance with, the provisions of the Services Agreement executed between the CFMS Provider and the Authority (**Services Agreement**).

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

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

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

- (a) Capitalized terms used herein but not defined shall have the meaning ascribed to them in the RFP or Services Agreement, as the case may be

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

Provider of the Guaranteed Amount becomes impossible, then the Guaranteed Amount shall be promptly paid by the Bank to the Authority on demand.

- (g) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the CFMS Provider before presenting to the Bank its demand under this Guarantee.
- (h) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Services Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the CFMS Provider contained in the Services Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the CFMS Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Services Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the CFMS Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- (i) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Services Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the CFMS Provider under the Services Agreement.
- (j) The Bank represents and warrants to the Authority that:
 - (i) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (ii) the Bank has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (iii) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any applicable law;
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party of by which

it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

- (iv) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (v) the Bank is not suffering from any act of insolvency.
-
- (k) If any one or more of the provisions contained in this Guarantee are or become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Authority to replace the invalid, illegal or unenforceable provision.
 - (l) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guaranteed Amount and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, during the Guarantee Period, all rights of Authority under this Guarantee shall be forfeited, and the Bank shall be relieved from its liabilities hereunder.
 - (m) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
 - (n) The Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the CFMS Provider for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by the Authority in accordance with the Services Agreement.
 - (o) This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Services Agreement.
 - (p) This Guarantee shall be governed by and construed in all respects in the accordance with the laws of India. The courts of the Bhubaneswar shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee.

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

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch

9. Procedure for Tendering

Procedure to participate in the bidding

1. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

- 1.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under RFP/Contract Data. Non-submission of bid security shall result in cancellation of the bid submitted by the bidder.

2. FORMAT AND SIGNING OF BID:

- 2.1 The Bidders are advised to submit the completed Bid document as per prescribed format before the last date & time of receipt to avoid any last moment problem.
- 2.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission.
- 2.3 Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid.

3. SUBMISSION OF BIDS:-

- 3.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, List of similar nature of works, and any other information as mentioned in RFP.
- 3.2 The proposal shall be submitted in two parts –

Part A - Technical Proposal

Part B - Financial Proposal

The proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the proposal prior to opening of the same. The medium of language to be used in the proposals is English.

The Technical proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows

Part-A:

Technical proposal for "SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES AT INTER

**STATE BUS TERMINAL (ISBT), BHUBANESWAR & CUTTACK NETAJI
BUS TERMIBAL (CNBT), CUTTACK.**

Part-B:

**Financial proposal for “SELECTION OF AGENCY FOR PROVIDING
COMPREHENSIVE FACILITY MANAGEMENT SERVICES AT INTER
STATE BUS TERMINAL (ISBT), BHUBANESWAR & CUTTACK NETAJI
BUS TERMIBAL (CNBT), CUTTACK.”.**

Both the above envelopes i.e. envelope for Part-A and envelope for Part-B must be packed in a separate sealed outer cover and clearly marked with the following on the top of the envelope:

Proposal for
**“SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE
FACILITY MANAGEMENT SERVICES AT INTER STATE BUS
TERMINAL (ISBT), BHUBANESWAR & CUTTACK NETAJI BUS
TERMIBAL (CNBT), CUTTACK.”.**

The inner and outer envelopes shall be addressed to The Secretary, BDA,
Bhubaneswar at the following address:

**The Secretary,
Bhubaneswar Development Authority,
Akash Shova Building, Sachivalaya Marg
Bhubaneswar, Odisha – 751001**

If the outer envelope is not sealed and marked as mentioned above, then BDA will assume no responsibility for the proposal's misplacement or premature opening.

4. DEADLINE FOR SUBMISSION OF THE BIDS:

- 4.1 The bidding will remain active till the last date and time of the bid submission. Once the date and time is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

5. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 5.1 Resubmission/withdrawal of bid by the Bidders is not allowed after due date and time of submission of proposal.

6. LATE BIDS:

6.1 The bids received after due date and time shall be rejected.

7. OPENING OF THE BID:

7.1 Bid opening date is specified as per bid schedule or can be extended with corrigendum.

DISCLAIMER

The bidder must read all the instructions in the RFP and submit the same accordingly.

10. Annexures

10.1. Annexure – 1: Bid Submission Checklist

Bid Submission Checklist			
Sl#	Section	Submitted (Y/N)	Page No.
Technical Proposal (Original Uploaded)			
1	Filled in Bid Submission Check List (Annexure 1)		
2	Bid Processing Fee of Rs. 11,800/- in form to DD		
3	EMD of Rs. 10.00 Lakh/- in form to DD/Bank Guarantee		
4	TECH-1: Covering Letter		
5	TECH-2: General Details of the Bidder		
6	TECH-3: Financial Capacity of the Bidder		
7	TECH-4: Power of Attorney		
8	TECH-5: Bidder's Past Experience		
9	TECH-6: Undertaking for Non-Blacklisting		
10	TECH-7: Conflicting Activities & Declarations		
11	TECH-8: Commitment for Proposed Equipment & Material		
12	TECH-9: Proposed Technical Manpower Deployment Plan		
13	TECH-10: Quality Control Mechanism		
14	TECH-11: Non-Collusion Certificate		
15	TECH-12: Description of Approach & Methodology		
16	TECH-13: Proposed Work Plan		
17	TECH-14: Bid Security Declaration		
18	TECH-15: Undertaking For Pending Judicial Proceeding Form		
19	TECH-16: Undertaking for Ethical Conduct & Fraud Form		

Undertaking:

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

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

10.2. Annexure 2: Area Statement

Bidders are advised to conduct a Site Visit before submission and preparation of their Bid.

General Information

A. Area Statement for ISBT, Bhubaneswar

ISBT, Baramunda, Bhubaneswar			
DESCRIPTION	Quantity	Unit	Remarks
Total ISBT Area	11.48	Acres	
Terminal Building Area			
Basement for Parking	5130	Sqmt.	
Parking Area in Ground Floor	551	Sqmt.	
Ground floor Built up area	9449	Sqmt.	
First floor Built up area	9226	Sqmt.	
Second floor Built up area	9449	Sqmt.	

Detailed Area Statement

S.N.	Project Components	Unit	Area / Carpet Area for Buildings	Remarks
A	Basement			
1	4 Wheeler Car Parking	Sqmt	5130.00	
2	2 Wheeler Parking	Sqmt		
	Total		5130.00	
B	Ground Floor			
1	4 Wheeler Car Parking	Sqmt	550.32	
2	2 Wheeler Parking	Sqmt		
3	Toilet Block-1	Sqmt	30.23	
4	Toilet Block-2	Sqmt	71.39	
5	Toilet Block-3	Sqmt	89.11	
6	Toilet Block-4	Sqmt	65.08	
7	Toilet Block-5	Sqmt	40.20	
8	Elect Panel Room	Sqmt	15.17	
9	AHU	Sqmt	26.97	
10	First Aid Room	Sqmt	18.79	
11	Lift	Sqmt	25.00	
12	Stretcher Lift	Sqmt	10.80	
13	Drinking Water	Sqmt	20.92	
14	Feeding Room	Sqmt	34.67	

15	Feeding Room (Toilet)	Sqmt	6.50	
16	AHU Room	Sqmt	48.06	
17	BMS & ELV Room	Sqmt	20.86	
18	Electrical Room	Sqmt	44.02	
19	Drinking Water	Sqmt	19.97	
20	Electrical Room	Sqmt	10.80	
21	Circulation Area	Sqmt	5407.63	
22	Circulation Area Mezzanine	Sqmt	421.46	
23	Stair case	Sqmt	41.02	
24	Stair case	Sqmt	44.31	
25	Stair case	Sqmt	44.71	
26	Stair case	Sqmt	41.50	
27	Stair case	Sqmt	47.73	
28	Stair case	Sqmt	46.87	
29	Stair case	Sqmt	39.39	
30	Ramp	Sqmt	70.34	
31	Ticket Counter-1	Sqmt	71.94	
32	Ticket Counter-2	Sqmt	65.60	
33	Cloak Room	Sqmt	160.36	
34	Shop (Shop-1-10)	Sqmt	90.00	Rental Space
35	Shop (Shop-11-35)	Sqmt	225.00	Rental Space
36	Shop (Shop-36-38)	Sqmt	21.36	Rental Space
37	Shop (Shop-39-41)	Sqmt	29.61	Rental Space
38	Kiosk (No. 42)	Sqmt	22.46	Rental Space
39	Kiosk (No. 43)	Sqmt	27.31	Rental Space
40	Kiosk (No. 44)	Sqmt	22.52	Rental Space
41	Kiosk (No. 45)	Sqmt	22.52	Rental Space
42	Kiosk (No. 46)	Sqmt	27.31	Rental Space
43	Kiosk (No. 47)	Sqmt	22.50	Rental Space
44	Food Court Area (Common area)	Sqmt	212.17	
45	Shop (Shop-48-60)	Sqmt	117.00	Rental Space
46	Shop-61,62	Sqmt	30.00	Rental Space
47	Shop (Shop-63)	Sqmt	11.31	Rental Space
48	Shop (Shop-64-65)	Sqmt	22.92	Rental Space
49	Shop (Shop-66)	Sqmt	10.50	Rental Space
50	Shop (Shop-67-68)	Sqmt	18.00	Rental Space
51	Shop (Shop-69-72)	Sqmt	36.00	Rental Space
52	Shop (Shop-73-74)	Sqmt	20.64	Rental Space
53	Shop (Shop-75, 76)	Sqmt	51.34	Rental Space
54	Shop (Shop-77-83)	Sqmt	63.00	Rental Space
55	Shop (Shop-84-97)	Sqmt	153.00	Rental Space
	Mezzanine Floor			
56	Shop (Shop-98-106)	Sqmt	81.00	Rental Space
57	Shop (Shop-107-111)	Sqmt	45.00	Rental Space
58	Shop- No. 112	Sqmt	15.59	Rental Space

59	Shop (Shop-113-122)	Sqmt	90.00	Rental Space
60	Shop (Shop-123-124)	Sqmt	17.82	Rental Space
61	Shop (Shop-125-129)	Sqmt	45.00	Rental Space
	Total		9202.61	
C	First Floor			
1	Toilet Block-1	Sqmt	19.67	
2	Toilet Block-2	Sqmt	73.20	
3	Toilet Block-3	Sqmt	80.06	
4	Toilet Block-4	Sqmt	74.92	
5	Lift	Sqmt	25.00	
6	Stretcher Lift	Sqmt	10.80	
7	AHU Unit	Sqmt	25.52	
8	Police Outpost	Sqmt	104.05	
9	Courier Service	Sqmt	32.76	
10	Lift Lobby	Sqmt	18.66	
11	Railway Reservation counter	Sqmt	41.52	
12	ELV & BMS	Sqmt	20.86	
13	AHU Unit	Sqmt	25.79	
14	Electrical Room	Sqmt	10.80	
15	Circulation Area	Sqmt	2868.66	
16	Stair case	Sqmt	41.02	
17	Stair case	Sqmt	44.31	
18	Stair case	Sqmt	44.71	
19	Stair case	Sqmt	41.50	
20	Stair case	Sqmt	47.73	
21	Stair case	Sqmt	46.87	
22	Stair case	Sqmt	39.39	
22	Ramp	Sqmt	70.34	
22	Food Court+ Kitchen+Service Area	Sqmt	1087.00	Rental Space
22	ATM Kiosks	Sqmt	116.95	Rental Space
22	Shop	Sqmt	61.59	
22	Kiosks	Sqmt	45.36	
22	Shop	Sqmt	93.62	
22	Coffee Shop -01	Sqmt	86.76	Rental Space
22	Food Court (Piza Shop)	Sqmt	81.43	Rental Space
22	Restaurant-2 (Aahar Kendra)	Sqmt	935.55	
22	Restaurant-2- Store	Sqmt	130.42	Rental Space
22	Restaurant-2- Manager Room	Sqmt	17.68	Rental Space
22	Coffee Shop -02	Sqmt	356.87	Rental Space
22	Retail / office	Sqmt	260.32	Rental Space
22	Retail / office	Sqmt	287.60	Rental Space
22	Retail / office	Sqmt	286.17	Rental Space
22	Retail / office	Sqmt	316.16	Rental Space

22	Retail / office	Sqmt	279.56	Rental Space
22	Retail / office	Sqmt	313.06	Rental Space
22	Retail / office	Sqmt	276.75	Rental Space
22	Retail / office	Sqmt	75.13	Rental Space
	Total		8916.11	
D	Second Floor			
1	Toilet Block-1	Sqmt	10.17	
2	Toilet Block-2	Sqmt	57.38	
3	Toilet Block-3	Sqmt	66.68	
4	Toilet Block-4	Sqmt	114.49	
5	Toilet Block-5	Sqmt	64.65	
6	Toilet Block-5	Sqmt	67.31	
7	Lift	Sqmt	25.00	
8	Lift	Sqmt	11.00	
9	Housekeeping	Sqmt	12.96	
10	Lift Lobby	Sqmt	29.62	
11	AHU	Sqmt	25.52	
12	Lift Lobby	Sqmt	30.02	
13	Store	Sqmt	146.74	
14	Maintenance	Sqmt	260.32	
15	Rest Room	Sqmt	152.63	
16	Control Room	Sqmt	286.17	
17	Revenue Office	Sqmt	149.89	
18	Revenue Office- Store	Sqmt	23.59	
19	Revenue Office- Strong room	Sqmt	59.26	
20	Store Room	Sqmt	115.10	
21	Security & Information	Sqmt	97.82	
22	Office Space for Staff	Sqmt	420.21	
23	Office space	Sqmt	86.30	
24	Circulation Area	Sqmt	1976.47	
25	Stair case	Sqmt	41.02	
26	Stair case	Sqmt	44.31	
27	Stair case	Sqmt	44.71	
28	Stair case	Sqmt	41.50	
29	Stair case	Sqmt	47.73	
30	Stair case	Sqmt	46.87	
31	Stair case	Sqmt	39.39	
32	Resting Room	Sqmt	211.28	Rental Space
33	Dormitory	Sqmt	325.04	Rental Space
34	Canteen space	Sqmt	265.37	Rental Space
35	Canteen- Kitchen+ store	Sqmt	74.18	Rental Space
36	Association Office	Sqmt	168.25	Rental Space
37	Retail / office	Sqmt	335.51	Rental Space
38	Retail / office	Sqmt	161.68	Rental Space
39	Retail / office	Sqmt	242.00	Rental Space

40	Retail / office	Sqmt	240.04	Rental Space
41	Retail / office	Sqmt	155.04	Rental Space
42	Retail / office	Sqmt	102.10	Rental Space
43	Retail / office	Sqmt	226.30	Rental Space
44	Coffee Shop	Sqmt	102.00	Rental Space
45	Retail / office	Sqmt	209.89	Rental Space
46	Retail / office	Sqmt	279.16	Rental Space
47	Retail / office	Sqmt	308.85	Rental Space
48	Retail / office	Sqmt	309.62	Rental Space
49	Retail / office	Sqmt	247.00	Rental Space
50	Canteen	Sqmt	312.16	Rental Space
51	Canteen- Store room	Sqmt	114.21	Rental Space
52	Canteen- Kitchen	Sqmt	91.79	Rental Space
	Total		9076.28	

B. Area Statement for CNBT, Cuttack

CUTTACK NETAJI BUS TERMINAL, CUTTACK			
DESCRIPTION	Sq.m	Acres	Nos.
Total Site Area	68,623	16.957	
Future Expansion	7,600	1.88	
Net Plot Area	61,023	15.077	
Terminal Building Area			
Ground floor Built up area	4,715.80		
First floor Built up area	3,049.85		
Second floor Built up area	2560.41		
Terrace floor Builtup area	217.4		
Total Built up Area	10,543.46		
Bus Bay block 1 and 2 + Toilet block 2 and 3 Built up area	3,090.42		
Bus bay block 3 Built up area	1,361.45		
Bus bay block 4 + Toilet block 4 Built up area	1,198.65		
Bus bay block 5 + Toilet block 5 Built up area	1,311.63		
Workshops area	694.35		
Workshop Supporting Services	383.75		
Total Built up Area	17,505.61		
Total FAR area	17,288.21		
Parking Area			
Open Parking	7,924		

Four-wheeler parking	5186		119
Two-wheeler parking	2357		239
Three-wheeler parking	380.3		19
ECS @28 sq.m each			283
Green Area	9,675.14	14% of Site Area	
Idle Bus Parking bays			52
MO Idle Bus Parking bays			20
MO Bus parking bays			12
Outstation Bus parking bays			94
Private bus parking bays			11
Emergency vehicle bays			2
Total Bus Bays			191

Detailed Area Statement

SI. No.	Ref.	Area	Unit	Remarks
	TERMINAL BUILDING			
1	Ground Floor			
	Passenger Corridor	949.913	m ²	
	Waiting Area	690.989	m ²	
	Feeding Room	9.994	m ²	
	Time Keeper	27.624	m ²	
	Health & Emergency Services	23.364	m ²	
	Tourist Information	32.196	m ²	
	Cloak Room & Counter	52.035	m ²	
	Wide Corridor	49.067	m ²	
	IPMS Office	28.020	m ²	
	Telecom Room	8.406	m ²	
	Surveillance Room	21.714	m ²	
	Server Room	14.215	m ²	
	Electrical Panel Room	31.020	m ²	
	Dining 1&2	232.152	m ²	
	Hand wash & Drinking water			
	Kitchen	75.509	m ²	
	Pantry	9.000	m ²	
	Shops			
	Shops 17	11.912	m ²	Rental Space
	Shops 18	13.769	m ²	Rental Space
	Shops 19	13.335	m ²	Rental Space
	Shops 20	13.436	m ²	Rental Space

	Police Outpost	22.069	m ²	
	Shops 21	11.680	m ²	Rental Space
	Shops 22	11.483	m ²	Rental Space
	Shops 23	9.204	m ²	Rental Space
	Shops 24	8.963	m ²	Rental Space
	Shops 25	9.526	m ²	Rental Space
	Shops 26	9.284	m ²	Rental Space
	Shops 27	13.287	m ²	Rental Space
	Shops 28	13.292	m ²	Rental Space
	Shops 29	10.114	m ²	Rental Space
	Shops 30	10.235	m ²	Rental Space
	Shops 31	11.470	m ²	Rental Space
	Shops 32	11.713	m ²	Rental Space
	Atrium	320.444	m ²	
	ATM	6.000	m ²	
	ATM	6.000	m ²	
	OTS	62.682	m ²	
	OTS	56.091	m ²	
	Staircase 1	34.840	m ²	
	Staircase 2	34.990	m ²	
	Staircase 3	31.299	m ²	
	Staircase 4	34.844	m ²	
	Staircase 1 Lobby	7.595	m ²	
	Staircase 2 Lobby	32.745	m ²	
	Staircase 3 Lobby	15.903	m ²	
	Staircase 4 Lobby	7.599	m ²	
	Service Lift	4.679	m ²	
	Lift 1	5.040	m ²	
	Lift 2	4.799	m ²	
	Lift 3	4.199	m ²	
	Lift 4	4.929	m ²	
	Portico	188.940	m ²	
	Ramp	16.480	m ²	
	Entrance	53.323	m ²	
	Entrance Steps	40.094	m ²	
	G.Toilet			
	G.Toilet	37.622	m ²	
	Room 1	2.149	m ²	
	Room 2	1.929	m ²	
	Room 3	1.832	m ²	
	Room 4	1.820	m ²	
	Room 5	2.004	m ²	
	Room 6	2.324	m ²	
	Grid J-k/2-3			

	Grid J-k/2-3	13.455	m ²	
	Grid J-k/2-3	2.999	m ²	
	L.Toilet			
	L.Toilet	23.339	m ²	
	Bath 1	2.258	m ²	
	Bath 2	1.809	m ²	
	Bath 3	1.809	m ²	
	Bath 4	1.809	m ²	
	Bath 5	1.809	m ²	
	Bath 1	2.258	m ²	
	Bath 2	1.809	m ²	
	Bath 3	1.809	m ²	
	Bath 4	1.809	m ²	
	Bath 5	1.809	m ²	
	Bath 6	1.799	m ²	
	Grid D'/2-3			
	L.Toilet	1.852	m ²	
	L.Toilet	1.895	m ²	
	G.Toilet	7.186	m ²	
	G.Toilet	1.746	m ²	
	Grid I/19-21			
	L.Toilet	1.574	m ²	
	L.Toilet	3.900	m ²	
	L.Toilet	14.397	m ²	
	Room 1	1.808	m ²	
	Room 2	1.808	m ²	
	Room 3	1.808	m ²	
	Room 4	1.808	m ²	
	Room 5	1.809	m ²	
	G.Toilet	2.883	m ²	
	G.Toilet	17.121	m ²	
	Room 1	1.808	m ²	
	Room 2	1.808	m ²	
	Room 3	1.808	m ²	
	Room 4	1.808	m ²	
	Room 5	1.808	m ²	
	Grid C-D/19-20			
	Toilet	4.029	m ²	
	Total Ground Floor	3,618.429	m²	

2	First Floor			
	Commercial Area	1,006.736	m ²	Rental Space
	Kitchen	120.027	m ²	
	Fine Dinning	212.155	m ²	
	Wide corridor	141.104	m ²	
	Waiting lounge	210.254	m ²	
	Feeding Room	5.303	m ²	
	Wide Corridor	25.724	m ²	
	Female Dormitory	105.873	m ²	
	Male Dormitory	224.997	m ²	
	Room 1	24.070	m ²	
	Room 2	27.130	m ²	
	Room 3	22.835	m ²	
	Room 4	22.879	m ²	
	Room 5	21.419	m ²	
	Incharge And Cloak Room	36.311	m ²	
	Room 6	22.706	m ²	
	Room 7	24.982	m ²	
	Room 8	22.859	m ²	
	Commercial Area	108.642	m ²	Rental Space
	Staircase 2 Lobby	31.931	m ²	
	Staircase 1 Lobby	7.595	m ²	
	Staircase 3 Lobby	20.976	m ²	
	Staircase 4 Lobby	7.600	m ²	
	Electrical Panel Room	25.944	m ²	
	UPS Room	4.846	m ²	
	Battery Room	8.981	m ²	
	Landscape Terrace	171.908	m ²	
	G.Toilet			
	G.Toilet	20.024	m ²	
	Room 1	1.808	m ²	
	Room 2	1.808	m ²	
	Room 3	1.958	m ²	
	Room 4	1.808	m ²	
	L.Toilet			
	L.Toilet	13.630	m ²	
	Bath 1	1.808	m ²	
	Bath 2	1.808	m ²	
	Bath 3	1.808	m ²	
	Bath 4	1.938	m ²	
	Janitor			
	Janitor	10.364	m ²	
	Grid L/8-9			
	Wash	7.017	m ²	
	Wash	5.148	m ²	
	Room 1	3.008	m ²	

	Room 2	2.432	m ²	
	Room 3	2.002	m ²	
	Grid I/15-16			
	L.Toilet	2.612	m ²	
	Bath 1	1.408	m ²	
	Bath 2	1.407	m ²	
	G.Toilet	1.843	m ²	
	G.Toilet	1.842	m ²	
	Grid E-G/16-17			
	Toilet	17.398	m ²	
	Bath	1.795	m ²	
	Bath	2.180	m ²	
	Room 1	1.748	m ²	
	Room 2	1.748	m ²	
	Room 3	1.748	m ²	
	Janitor	1.752	m ²	
	Grid I/19-21			
	Toilet	19.444	m ²	
	Bath	1.402	m ²	
	Bath	1.628	m ²	
	Bath	1.628	m ²	
	Room 1	1.831	m ²	
	Room 2	1.831	m ²	
	Room 3	1.729	m ²	
	Room 1			
	Toilet	3.508	m ²	
	Room 2			
	Toilet	3.348	m ²	
	Room 3			
	Toilet	3.579	m ²	
	Room 4			
	Toilet	3.495	m ²	
	Room 5			
	Toilet	4.623	m ²	
	Cloak Room			
	Toilet	3.834	m ²	
	Room 6			
	Toilet	3.451	m ²	
	Room 7			
	Toilet	3.706	m ²	
	Room 8			
	Toilet	3.578	m ²	
	Total First Floor	2,844.252	m²	

3	Second Floor			
	Commercial Area	1,182.008	m ²	Rental Space
	Commercial Area	108.643	m ²	Rental Space
	Operators Office	196.846	m ²	
	Pantry	5.287	m ²	
	Staff Dinning	82.982	m ²	
	Pantry	13.172	m ²	
	Female Dormitory	111.149	m ²	
	Male Dormitory	151.608	m ²	
	Electrical Panel Room	25.943	m ²	
	Solar Panel Room	14.100	m ²	
	Wide Corridor	18.933	m ²	
	Wide Corridor	11.881	m ²	
	Staircase Lobby 1	7.594	m ²	
	Staircase Lobby 2	31.965	m ²	
	Staircase Lobby 3	20.346	m ²	
	Staircase Lobby 4	7.599	m ²	
	Landscape Area	468.188	m ²	
	2m Wide Paver Surface	112.608	m ²	
	G.Toilet			
	G.Toilet	20.024	m ²	
	Room 1	1.808	m ²	
	Room 2	1.808	m ²	
	Room 3	1.958	m ²	
	Room 4	1.808	m ²	
	L.Toilet			
	L.Toilet	13.630	m ²	
	Bath 1	1.808	m ²	
	Bath 2	1.808	m ²	
	Bath 3	1.808	m ²	
	Bath 4	1.938	m ²	
	Janitor			
	Janitor	10.364	m ²	
	Grid I/15-16			
	L.Toilet	2.612	m ²	
	Bath 1	1.408	m ²	
	Bath 2	1.407	m ²	
	G.Toilet	1.843	m ²	
	G.Toilet	1.842	m ²	
	Grid E-G/16-17			
	Toilet	17.398	m ²	

	Bath	1.795	m ²	
	Bath	2.180	m ²	
	Room 1	1.748	m ²	
	Room 2	1.748	m ²	
	Room 3	1.748	m ²	
	Janitor	1.752	m ²	
	Grid I/19-21			
	Toilet	19.439	m ²	
	Bath	1.469	m ²	
	Bath	1.561	m ²	
	Bath	1.628	m ²	
	Room 1	1.831	m ²	
	Room 2	1.831	m ²	
	Room 3	1.729	m ²	
	Toilet	2.793	m ²	
	Total Second Floor	2,699.376	m²	
4	Busbay 03 Corridor			
	Corridor	299.601	m ²	
	Shop 1	9.355	m ²	Rental Space
	Shop 2	8.516	m ²	Rental Space
	Shop 3	8.512	m ²	Rental Space
	Shop 4	8.519	m ²	Rental Space
	Shop 5	8.512	m ²	Rental Space
	Shop 6	8.519	m ²	Rental Space
	Shop 7	8.519	m ²	Rental Space
	Shop 8	8.526	m ²	Rental Space
	Shop 9	8.526	m ²	Rental Space
	Shop 10	8.519	m ²	Rental Space
	Shop 11	8.512	m ²	Rental Space
	Shop 12	8.507	m ²	Rental Space
	Shop 13	8.507	m ²	Rental Space
	Shop 14	8.507	m ²	Rental Space
	Shop 15	8.521	m ²	Rental Space
	Shop 16	9.519	m ²	Rental Space
	Total Busbay 03 Corridor	437.697	m²	
	BUSBAY 1&2			
	BUSBAY 1	1,177.471	m ²	
	BUSBAY 2	638.430	m ²	
	Toilet Block 2			
	L.Toilet			
	L.Toilet	23.235	m ²	
	Bath 1	1.437	m ²	
	Bath 2	1.447	m ²	

	Bath 3	1.440	m ²	
	Room 1	1.622	m ²	
	Room 2	1.804	m ²	
	Room 3	1.802	m ²	
	Room 4	1.762	m ²	
	Room 5	1.792	m ²	
	Room 6	1.800	m ²	
	Room 7	1.794	m ²	
	Room 8	1.774	m ²	
	G.Toilet			
	G.Toilet	31.572	m ²	
	Bath 1	1.582	m ²	
	Bath 2	1.795	m ²	
	Bath 3	1.798	m ²	
	Room 1	1.797	m ²	
	Room 2	1.756	m ²	
	Room 3	1.789	m ²	
	Room 4	1.804	m ²	
	Room 5	1.754	m ²	
	Toilet Block 3			
	G.Toilet			
	G.Toilet	22.268	m ²	
	Bath 1	1.798	m ²	
	Bath 2	1.794	m ²	
	Room 1	1.799	m ²	
	Room 2	1.801	m ²	
	Room 3	1.809	m ²	
	L.Toilet			
	L.Toilet	18.728	m ²	
	Bath 1	1.613	m ²	
	Bath 2	1.613	m ²	
	Janitor	2.727	m ²	
	Room 1	1.793	m ²	
	Room 2	1.805	m ²	
	Room 3	1.804	m ²	
	Room 4	1.797	m ²	
	Room 5	1.801	m ²	
	L.Toilet	3.816	m ²	
	Total Busbay 1&2	1,972.023	m²	
	BUSBAY 3			
	Total BUSBAY 3	1,095.300	m²	
	BUSBAY 4			

	Busbay 4	929.771	m²	
	Toilet Block 4			
	G.Toilet			
	G.Toilet	17.445	m²	
	Bath 1	1.776	m²	
	Room 1	1.798	m²	
	Room 2	1.479	m²	
	Room 3	1.813	m²	
	Room 4	1.792	m²	
	G.Toilet	3.358	m²	
	L.Toilet			
	L.Toilet	13.437	m²	
	Bath 1	1.696	m²	
	Room 1	1.799	m²	
	Room 2	1.795	m²	
	Room 3	1.716	m²	
	Room 4	1.595	m²	
	Room 5	1.787	m²	
	Room 6	1.799	m²	
	Total Busbay 4	984.856	m²	
	Busbay 5			
	Busbay 5	953.632	m²	
	Toilet Block 1			
	L.Toilet			
	L.Toilet	12.790	m²	
	Bath 1	1.435	m²	
	Bath 2	1.439	m²	
	Room 1	1.759	m²	
	Room 2	1.796	m²	
	Room 3	1.793	m²	
	Room 4	1.796	m²	
	Room 5	1.799	m²	
	Room 6	1.757	m²	
	G.Toilet			
	G.Toilet	19.546	m²	
	Room 1	1.797	m²	
	Room 2	1.194	m²	
	Room 3	1.800	m²	
	Room 4	1.795	m²	
	Toilet Block 5			
	G.Toilet			

	G.Toilet	19.491	m ²	
	Bath 1	1.495	m ²	
	Room 1	1.714	m ²	
	Room 2	1.799	m ²	
	Room 3	1.804	m ²	
	L.Toilet			
	L.Toilet	12.411	m ²	
	Bath 1	1.809	m ²	
	Room 1	1.900	m ²	
	Room 2	1.432	m ²	
	Room 3	1.793	m ²	
	Room 4	1.765	m ²	
	Bus Bay 5 Corridor	224.421	m ²	
	Fire Control Room	11.860	m ²	
	Total Busbay 5	1,289.822	m²	

10.3. Annexure 3: Details of available assets at the facility

A. Assets at ISBT, Baramunda

Sl. No.	Name of the Asset (Machinery/ Equipment)	Specification	Available Quantity	Remarks, if any
ELECTRICAL				
1	Light Fixtures	To be finalised	3200	
2	Ceiling Fan	To be finalised	330	
3	01 MVA Outdoor Transformer	Alfa Transformer Ltd	3	
4	750 KVA DG Set	Jackson	3	
5	RMU Metering Unit	To be decided		
6	HT Panel	L&T		
7	Panel Boards	L&T / Techno Craft	26	
8	Distribution Boards		247	
9	60KVA UPS		2	
10	Street Lights - 12m Height - 170W (High Mast Light)	Bajaj Make	10	
11	Top Post Light - 4m Height - 40W	Bajaj Make	44	
12	Bollard Light - 4 ft Height - 18W	Bajaj Make		
13	Solar Panel -	150 KwA		
PLUMBING				
1	WTP	800 KLD	1	
	i. Filter Feed Pump- 2 Nos.-3.75 KW (Wilo make- MPM 058) ii. Chloring Sosing System- e Dose make- 2 Sets iii. Multi Grade Filter- EWTPL make (23 M3/Hr) iv. Active Carbon Filter- EWTPL make- (2-M3/Hr.) v. Pipe, Fittigs & Valves- Aster / Finolex Make- 1 lot vi. Pressure Gauge- H. Guru Make			

	vii. Level Switch- Aster Make			
2	STP	1000 KLD	1	
	i. Bar Screen (Coarse Screen) - 1 No- Fabricated EWTPL make ii. Bar Screen (Fine Screen) - 1 No- Fabricated EWTPL make iii. Sewage Transfer Pumps – 3 nos- Wilo Make iv. Air Blowers – BLOWVACC make- 3 Nos v. Air Distribution grid- 1 mot- Jindal make			
FIRE FIGHTING				
1	Electrical Driven Main Fire Pump (Sprinklers / Hydrant)	2850 LPM,88 M Head # Kirloskar Make	2	
2	Diesel Driven Main Fire Pump	2850 LPM,88 M Head # Kirloskar Make	1	
3	Jockey Pump	180LPM,88 M Head # Kirloskar Make	2	
4	Fire Alarm Panel	Siemens	1	
5	Sprinkler	HD	375 ¹	
6	Water Flow Switch	Honeywell	21	
7	Hooter	Siemens	132	
8	Manual Call Point	Siemens	132	
9	Smoke / Heat Detector	Siemens	1262	
LIFTS				
1	13 Passenger Lifts	Johnsons Lift	3	
2	20 Passenger Lifts	Johnsons Lift	2	

HVAC				
1	Chiller	375 TR, Daikin	03 Nos	
2	AHU / CSU	Edgetech	71 Nos	
3	Cooling Towers	225 TR, Bell	1 Duty + 1 Standby	
4	Pumps	Xylem	9 Nos	
5	Ducts	Tata / Jindal		

B. Assets at CNBT, Cuttack

Sl. No.	Name of the Asset (Machinery/ Equipment)	Specification	Available Quantity	Remarks, if any
ELECTRICAL				
1	Light Fixtures	Havells Make, LED Fixtures	1,520	
2	Ceiling Fan	Orient Make	210	
3	800KVA Outdoor Transformer	Alfa Transformer Ltd	2	
4	380KVA DG Set	Jaxson	3	
5	RMU Metering Unit	Lucy Electrical	1	

6	HT Panel	System Control	1	
7	Panel Boards	Power Profossonals	14	
8	External Feeder Pillar	Power Profossonals	3	
9	Distribution Boards	Legrand Make	44	
10	80KVA UPS	Vertiv Make	2	
11	20KVA UPS	Vertiv Make	2	
12	Strret Lights - 12m Height - 170W	Havells Make	97	
13	Top Post Light - 4m Height - 40W	Havells Make	20	
14	Bollard Light - 4 ft Height - 18W	Havells Make	82	
15	Solar Panel - 40.05 KvA	Tata Make	1	
PLUMBING				
1	Domestic Pump	12.0 cu.m/hr - Kirloskar	1 Duty + 1 Standby	
2	Flushing Pump	6.0 cu.m/hr - Kirloskar	1 Duty + 1 Standby	
3	Submersible Pump	1.0 cu.m/hr - Kirloskar	1 Duty + 1 Standby	
4	Raw Water Transfer Pump	8.0 cu.m/hr - Kirloskar	1 Duty + 1 Standby	
5	WTP	140 KLD - GRAM Envo	1	
6	STP	221 KLD - GRAM Envo	1	
7	Borewell Pump	3.0 HP	1	
8	EUROPEAN WATER CLOSET	Jaquar	70	
9	IWC	Jaquar	52	
10	Urinal	Jaquar	91	
11	Undercounter Wash Basin	Jaquar	106	
12	Shower Mixer + Shower	Jaquar	41	
13	Health Faucet	Jaquar	122	
14	Full Pedestal Wash Basin	Jaquar	22	
15	Tissue Holder	Jaquar	23	
16	Robe Hook	Jaquar	122	
17	Towel Rod	Jaquar	41	
18	Soap Holder	Jaquar	41	

19	Soap Dispenser	Jaquar	55	
20	Pedestal Wash Basin Tray	Jaquar	22	
21	Floor Clean Out	Chilly	115	
22	Floor Trap	Chilly	235	
23	I Flush	Jaquar	122	
24	Water Dispenser	Oasis	22	
FIRE FIGHTING				
1	Electrical Driven Main Fire Pump	2280LPM,100M Head # LUBI Make	1	
2	Diesel Driven Main Fire Pump	2280LPM,100M Head # LUBI Make	1	
3	Jockey Pump	180LPM,100M Head # LUBI Make	1	
4	Fully Automatic Control Panel		1	
5	Fire Hose Cabinet + Hydrant Set	New Age	44	
6	ABC Type Fire Extinguisher - 2kg	Safepro	133	
7	ABC Type Fire Extinguisher - 6 kg	Safepro	10	
8	Fire Bucket (2 nos. bucket with stand)	Safepro	94	
9	Dry Powder	Safepro	2	
10	Foam Type	Safepro	8	
11	Water Mist Type	Safepro	12	
LIFTS				
1	16 Passenger Lifts	Johnsons Lift	1	
2	15 Passenger Lifts	Johnsons Lift	2	
3	15 Passenger Lifts	Johnsons Lift	2	Extra Scope
HVAC				
1	1.5 Ton Split Unit		1	
2	2.5 Ton Split Unit		1	
3	3.0 Ton Split Unit		1 Duty + 1 Standby	
4	4.0 Ton Ceiling Suspended FCU		1	
5	Inline Ducted Fan		11	
6	Wall Mounted Exhaust Fan		86	

7	Lift Well Pressurization Fan 5000 lps		5	
8	Lift Lobby Pressurization Fan 10000 lps		1	
9	Staircase Pressurization Fan : 12500 lps		3	
10	Staircase Pressurization Fan : 3800 lps		4	
11	Axial Flow (Dual Speed: Normal/Fire Mode)		1	
ELV				
1	Camera	Matrix Make	115	
2	IPMS Large Display - 2.56m x 1.44m		3	
3	IPMS 2 Line Display - 1.37m x 0.41m		90	
4	PA Speaker	Bosch Make	215	

10.4. Annexure 4: Service Level Agreement (SLA)

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

Service Level Agreement (Operations)

1) Daily services:

Sl. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
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1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	3 Times/Day	1 Day	500/ Day
2	Cleaning of lifts and Escalators	3 Times/Day	1 Day	500/ Day
3	Cleaning of Toilets as per defined scope of work	10 Times/Day	1 Day	500/ Day
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	3 Times / Day	Compulsory	500 / Day
5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposal.	3 Times / Day	Compulsory	500 / Day
6	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers.	2 Times/Day	1 Day	500/ Day
7	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	1 Day	500/ Day
8	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000 / Day
9	Cleaning and upkeep of all parking, service, basement and maintenance area.	Once / Day	1 day	1000 / Day

2) Regular Maintenance Services

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
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1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	Month + 3 Days	5,000/week
2	Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	Compulsory	500/incident
3	Cleaning and disinfection of all water tanks.	Once a month	Month + 3 Days	2,000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
SW DRAIN AND SEWAGE SYSTEM				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
PEST CONTROL				
1	Disinfestations treatment	1 Time / Fortnightly	+1 Day	1,000/ Day
2	Rodent Control	1 Time / Monthly	+1 Day	2,000 /on repeated non-compliance
3	Fly Control	1 Time / Monthly	+1 Day	2,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	+1 Day	1,000 /on repeated non-compliance
D- OTHERS (SANITARY & PLUMBING FIXTURES)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. Repeated incidents on lack of maintenance may lead to strict action as decided by the Authority.			
PUMP ROOM				

1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / theft fixture or 5000/Day whichever is higher.
DRINKING WATER FOUNTAIN				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
HORTICULTURE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	1000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	1000 / Day
3	Manual watering	Whenever Required	Compulsory	1000 / Day
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	1000 / Day

Sl. No.	Service Level Requirement	Schedule / Timing	Non Compliance Limit	Penalty Rate (INR)
PLUMBING / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	5000/Day
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	2000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	5000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	2000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	2000/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	2000/Day
2	Removal of water by manually stacked rain water.	Every day before park opening time	1 Day	1000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	3000/Week
4	Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	On Alternate Days	2 Days	3000/Week
5	Removal and making of damaged kerb stone including plaster to provide wheel holes for water drainage to lawn areas.	On Alternate Days	2 Days	4000/Week
6	Painting work of kerb stone of approved shades.	1 Times/ 6 Months	1 Month	1000/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	2000/15 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 pertwice 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

10.5. Annexure 5: Minimum Manpower Requirement

A. For ISBT, Bhubaneswar & CNBT, Cuttack

[illegible]

	Operation of HVAC / VRF AC								
HS	AC Operator		1	1	1		1	1	1
S	Asst.		1	1	1				
	Operation Of Sewage Treatment Plant (STP)								
HS	STP Operator	1	1	1		1	1	1	
S	Pump Operator		1	1			1	1	
	Housekeeping Service								
HS	Supervisor (General & Housekeeping work)	1	1	1	1	1	1	1	1
S	Housekeepers		42	42	42	8	8	4	
	Horticulture Works								
S	Supervisor	1				1			
SS	Gardener	2				2			
	Security								
HS	Security Officer and Supervisor		1	1	1	1	1	1	1
SS	Security Staff		25	25	25		17	17	17
	Front Desk/ Reception/ General Admin								
S	Front Desk		2	2	2		2	2	1
	Addl.								
Mgr	Administration / HR Officer + Contract Mgmt. (AMC)	02				02			
HS	Accountant	01				01			
S	Bus Operations (date entry operator)	3	3	3	3	3	3	3	3
Tech.	Operator for Baggage X-ray scanner (with required experience and license)		1	1	1		1	1	1

Note:

- HS-Highly Skilled; S-Skilled; SS-Semi-Skilled; US-Un-Skilled. Kindly refer relevant notification of GoO / GoI for Minimum Wages. (Mgr- Managerial level)
- The list of manpower is indicative but not exhaustive. However, the actual manpower assessment at site is to be made and deployed with due approval from the Authority.
- Resource wise man month rates are to be submitted along with the financial proposal.
- The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.

10.6. Annexure 6: Deduction for Non-Performance

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Power – Substation / DG set	100 (Ability to be online in case of power failure to be not less than 20 second.)	98%	1% of the monthly bill
UPS	100%	99.95%	0.5% of the monthly bill
HVAC systems for entire complex	100%	99.5%	2% of the monthly bill
Elevators	100%	98%	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill
Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	95%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	95%	3% of the monthly bill
Minor Defects as per the prescribed standard	100%	98%	1% of the monthly bill
Major defects as per the prescribed standard	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill

10.7. Annexure 7: Indicative list of Key Plant & Equipment to be deployed by the**CFMS****1. Engineering Tools (As required)****2. Equipment –**

Sr. No.	Name of Tools	Tech Specifications / Make	Min Numbers req
1	Commercial vacuum cleaner	Wet/Dry, min 60 Lit Capacity, Air Flow- Min 500 Cum per Hour. Preferably karcher/Taski/Roots	4 nos
2	High pressure jet cleaning machine	Min 140 bar (ISI make) Preferably taski/karcher/Roots	3 nos
3	Fuzzy machine to clean chairs and sofas	As required (ISI make)Preferably Taski/Comac	2 nos
4	Single Disc Floor Scrubbers / polishing machine	Brush Dia- Min 17 inch Speed- 165 Rpm Tank Capacity- Min 15 Lt.	4 nos
5	Wringer Mop Trolley	Min 30 Lit capacity, 2 bucket,	25 Nos
6	Motorized Grass cutter	Min cutting width- 12 inches, Min 2500 rpm, Mim 2.5 HP	2 Nos
7	Road sweeping machine	Ride-on sweeper machines ,Preferably- karcher,roots, Taski,IPC	2 nos
8	Telescoping ladder	As required – considering the building height	2 nos
9	Fork Lift	Min 2.t ton Forklift Electric Cushion Tire	2 nos
10	Equipment for cleaning facades of high rise buildings(Glass Cleaning Kit)	Telescopic Pole, Glass Cleaner, Cob-web Brush, Spray bottle, glass cleaning wiper, cranked joints, etc. as required.	3 Sets
11	Auto Walk Behind Scrubber- battery operated	tank capacity - 50 Ltrs,Vaccum wiper length- 900 mm, Brush dia-510 mm,Min 50 Lit capacity ,Preferably- Roots,taski,karcher	02 nos
12	Auto Walk Behind Scrubber- Electric operated	tank capacity - 50 Ltrs,Vaccum wiper length- 900 mm, Brush dia-510 mm,Min 50 Lit capacity ,Preferably- Roots,taski,karcher	02 nos
13	Rideon Scrubber	Dirt and fresh water tank min120 ltrs capacity,working speed upto 6 km/h,vacuum pressure- 1650 mm of H2O, Brush Dia- 800 mm, Suction length-1100 mm, Brush speed- 180 rpm - prefereably roots , taski , karcher	02 Nos ,
14	Ladder - (2 Ft.)	Aluminium body, Preferably Youngman, Bathla	02 Nos
15	Ladder - (6 Ft.)	Aluminium body, Preferably Youngman, Bathla	02 Nos
16	Ladder - (8 Ft.)	Aluminium body, Preferably Youngman, Bathla	02 Nos

17	Ladder - (12 Ft.)	Aluminium body, Preferably Youngman, Bathla	02 Nos	
18	Washroom Steam Cleaning machine	Preferably karcher , roots,	02 Nos	
19	Mechanical Walk Behind sweeper	Battery operated, Min width- 50 cm, Min tank capacity- 30 Lt.	2 nos	
20	Baggage X-ray scanner	ISI approved make, Tunnel Size- 100 Cm x 100 Cm, With conveyor, Display monirtor- 19", Image storage, High quality color display,	2 Nos	

Note: The lists shown are minimum lists numbers of plants and equipment's to be deployed the bidder if required, may add based on their assessment of work in FORM T6.

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

10.8. Annexure 8: Indicative List of Housekeeping Consumables to be used

List of Consumables

The indicative of list of the consumables to be used at facility is as below.

S.No	Items	Specifications	Appx. quantity Per Month
1	Phenyl (to be used for housekeeping/cleaning)	For bathroom and urinal odour control	100 Ltrs
2	Room Spray (Premium)	Odonil/Airwick ,For Lounge and waiting halls odour control	50 Nos
3	Auto Spray- Air Refresher	Odonil/Airwick	50 Nos
4	Naphthalene Balls	Good Quality , For using in urinal and washbasin inside washroom	8 Kgs
5	Sodium Hypochlorite	For sanitizing	50 Ltrs
6	Brasso	For Brass ware maintainence	500 ml
7	Bathroom Cleaner(R1)	For deep cleaning & maintainence of washroom floor and walls	70 Ltrs
8	Glass Cleaner(R3)(B3)	For mirror and glass cleaning	30 Ltrs
9	Furniture Cleaner(R4)	For wooden floor andfurniture maintainence	20 Ltrs
10	R6 (Toilet bowl Cleaner)	For cleaning of urinal pot ,WC and washbasin	80 Ltrs
11	D-7 (Stainless Steel Polish)	For maintaining of steel surface	20 Ltrs
12	Bleaching Powder	Cleaning of drive ways,using in drain and open space	100 Kgs
13	Garbage Bag	20*24	20 Kgs
14	Urinal Cubes	For using in urinal pots	20 Kgs
15	Hand Wash Liquid		200 Ltrs
16	Toilet Roll Paper	For using in washroom	500 Boxes
17	Tissue Box – premier for cabin	Preferably pudumjee,mystair	100 Boxes
18	Hand Towel-Tissue Paper-C-Fold	Preferably pudumjee,mystair	500 Boxes
19	All purpose Cleaner (R2)	For cleaning multiple areas	70 Ltrs
20	Dust pan		50 Nos
21	Hard broom		100 Nos
22	Bucket		50 Nos
23	Mug		50 Nos

24	Jobby Dustbin		10 Nos
25	Glass Duster		100 Nos
26	Check Duster		600 Nos
27	caddy Basket		40 Nos
28	Urinal Screen		200 Nos
29	carpet Brush		10 Nos
30	Citronela Oil		4 Ltrs
31	Caustic Soda		5 Kg
32	Disposal Gloves		4 Box
33	Dry Mop Set 18 Inch		20 Nos
34	Wet Mop set		50 Nos
35	Floor Wiper		50 Nos
36	Feather Duster		20 Nos
37	Spray Gun Set		300 Nos
38	Patti Blade		100 Nos
39	Thinner		5 Ltrs
40	Comby Set		5 Nos
41	Red Pad		5 Nos
42	White Pad		3 Nos
43	Yellow Gloves Heavy Duty		15 Pair
44	Garbage Bag 28*35		10 Kg
45	Garbage bag 36*42		10 Kgs
46	Garbage bag 44*50		15 Kgs
47	Micro Fiber Duster		100 Nos
48	Wiper Small		100 Nos
49	Scrubber Scotch brite		50 Nos
50	Wet Mop refill		20 Nos
51	Scrubber With Long handle		20 Nos