



Request for Proposal

for

“Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service”



Bid Identification No. RFP 6846/BDA

RFP Issued on 02/04/2026

**Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001
E-mail: bdabbsr1983@gmail.com Ph: +91-0674-2392801**

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

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 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.

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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 Consultant, 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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under Comprehensive Facility Management Service**

DATA SHEET

Sr.	Particular	Details
1.	Name of the Client	Secretary Bhubaneswar Development Authority Akash Shova Building, Bhubaneswar-751001, Odisha
2.	Method of Selection & Proposal Validity	Quality and Cost Based Selection (QCBS) (70:30) 180 Days
3.	Date of Issue of RFP	From 04/04/2026 onwards
4.	Deadline for Submission of Pre-Proposal Query	15/04/2026 (16.00 hrs.) Pre-bid queries shall be sent to bdabbsr1983@gmail.com with a copy to bdapmu2023@gmail.com
5	Pre-proposal meeting	15/04/2026 (16.30 hrs.) at Conference Hall, First Floor, Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha.
6.	Proposal Due Date	20/04/2026 (17.00 hrs.)
7.	Date of opening of Technical Proposal	20/04/2026 (18.00 hrs.)
8.	Date of opening of Financial Proposal	Will be intimated later on to the technically qualified bidders
9.	Bid Processing Fee (Non-Refundable)	INR 11,800/- (Rupees Eleven thousand and eight hundred only) in online mode.
10.	Earnest Money Deposit (EMD) (Refundable)	INR 5,00,000/- (Rupees Five lakh only) in online mode.
11.	Contact Person	Land Acquisition Officer-cum-Nodal Officer, AMA BHOOMI, Bhubaneswar Development Authority (BDA), Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751 001 E-mail ID: bdabbsr1983@gmail.com
12.	Address for Submission of Proposal	Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha. Mode of Submission: Bids shall be submitted through ONLINE MODE only. Submission of bid through any other mode and late bid will be rejected.

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Sr.	Particular	Details
13.	Place of Opening of Proposal	Conference Hall of the Bhubaneswar Development Authority (BDA) , Akash Shova Building, Bhubaneswar - 751001, Odisha.

RFP can be downloaded from: www.tendersodisha.gov.in

SECTION: 1

LETTER OF INVITATION

**Engagement of an Agency for Management, Operation and Maintenance of Playgrounds
under Comprehensive Facility Management Service**

LETTER OF INVITATION

RFP No: 6846/BDA

Dated: 02.04.2026

Name of the Assignment: "Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service"

Bhubaneswar Development Authority (BDA), (the "Authority"), invites proposal from reputed firm for "Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service"

1. A bidder / consortium will be selected under **Quality and Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 3723/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
2. The proposal completes in all respect as specified in the RFP Document must be accompanied with a **Non-refundable** amount of **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** towards **Bid Processing Fee** and a **Refundable amount** towards **EMD of INR 10,00,000/- (Rupees Ten lakh only)** as prescribed in RFP, failing which the bid will be rejected.
3. The proposal must be submitted as per the details mentioned in this RFP. Submission of proposal through any other mode will be rejected.
4. The last date and time for submission of proposal, date of opening of the technical proposal as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
 - a. Letter of Invitation [**Section - 1**]
 - b. Information to the Bidder [**Section - 2**]
 - c. Terms of Reference [**Section - 3**]
 - d. Technical Proposal Submission Forms [**Section - 4**]
 - e. Financial Proposal Submission Forms [**Section -5**]
 - f. Annexures [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material need to be provided**]
6. While all information/ data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/ data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Secretary
Bhubaneswar Development Authority**

SECTION: 2

INSTRUCTION TO BIDDERS

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

1. Eligible Bidders

The bids are invited from a reputed and experienced consultancy firm in accordance with the method of selection specified in the RFP and meeting the following conditions to apply:

Sr.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Companies Act, 1956/2013 or a Partnership Firm or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or a Society registered under Society Registration Act, 1860 or a Trust registered under The Indian Trust Act, 1882 or a Proprietorship firm registered under the relevant act or Consortium of above	<p>For Company/LLP/Society/Trust: Certificate of incorporation as per relevant law</p> <p>For Partnership Firm: Certificate of registration or partnership deed</p>
2.	<p>The bidder should have been in the relevant business for more than 5 years from the date of Incorporation on the last date of submission of the proposal.</p> <p><i>Relevant business providing comprehensive facility management services.</i></p>	<p>For Proprietorship Firm: Enlistment certificate with Odisha Government / other State Government / Government of India / PSU / ULB or any government agency in India and GST registration certificate</p>
3.	<p>Bidder should must have completed (during the last 5 Financial Years) at least:</p> <p>i. One (1) contract of similar nature of work not less than INR 2.00 Crores; OR</p> <p>ii. Two (2) contracts each of similar nature of work not less than INR 1.25 Crores; OR</p> <p>iii. Three (3) contracts each of similar nature of work not less than INR 1.00 Crores</p> <p>Note:</p> <p>1. “Similar nature work” shall mean the bidders shall have experience of providing comprehensive facility management services specifically in the field of managing, operating, and maintenance of various playgrounds.</p> <p>2. Contract value means fee for providing service of CFMS.</p>	<p>TECH -5, Copies of Work Order / Contract Document</p> <p>And</p> <p>Completion Certificate / Letter of Completion from the Client.</p> <p><i>Note: In absence of any Client's certificate of projects completion, Certificate with UDIN from Chartered Accountant shall be accepted.</i></p>

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Sr.	Eligibility Criteria	Supportive Documents
4.	The bidder must have a minimum average annual turnover of INR 50 (Fifty) Crores during the last three financial years i.e., (2022-23, 2023-24, 2024-25)	TECH - 3 along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consortium consultants.
5.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public)</i>	Self-Declaration from the Bidder / Lead consultant as per the format (TECH - 6)
6.	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of power of attorney (TECH - 4)
7.	Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in last 3 years on the letterhead of the bidder	Undertaking

Please note that for the purposes of this RFP, consortium is not allowed.

2. Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:

The bidder / consortium of consultants has to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in Original **(Annexure-I)**
- b. Covering letter **(TECH- 1)** on bidder's letterhead requesting to participate in the selection process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder **(TECH - 2)**
- e. Financial Details of the bidder **(TECH - 3)** along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney **(TECH - 4)** in favour of the person signing the bid on behalf of the bidder.
- g. List of completed assignments of similar nature (Past Experience Details, **TECH - 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- h. Self-Declaration regarding Conflict of Interest **(TECH - 6)**

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- i. Comments and Suggestions on the Terms of Reference / Scope of Work (TECH - 7)
- j. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- k. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- l. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)
- m. List of proposed machinery and equipment (TECH-9)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. **Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** in online mode. Proposals received without bid processing fee will be out rightly rejected.

4. **Earnest Money Deposit (EMD) :**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 10,00,000/- (Rupees Ten lakh only)** in online mode.

However, EMD exemption for Micro and Small Enterprise (MSEs) registered bidder can be considered upon furnishing the relevant certificate where it is mentioned that the bidder is exempted from the EMD (Bid Security).

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide any clarifications to the Client
 - agrees to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection

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process.

5. **Validity of the Proposal:**

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

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

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to Bhubaneswar Development Authority (BDA) through e-mail at bdabbsr1983@gmail.com with a copy to bdapmu2023@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded in the BDA website.

Pre-proposal meeting will be held as per schedule mentioned in the bidder data sheet.

7. **Preparation and Submission of Proposal:**

Bidder must submit their proposals by **online mode** only on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for any delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.

a. **Documents Comprising the Bid**

The proposals to be submitted by the bidders shall be in two separate parts, **Technical Proposal & Financial Proposal**. The Proposal shall be submitted in separate covers as under:

Part 1- Technical Proposal (to be submitted online only)

Cover 1, the “**Technical Proposal**” should have the following documents:

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Covering letter (**TECH- 1**) on bidder’s letterhead requesting to participate in the selection process.
- c. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (**TECH - 2**)
- e. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.

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- g. List of completed assignments of similar nature (Past Experience Details, **TECH - 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- h. Self-Declaration regarding Conflict of Interest (**TECH - 6**)
- i. Comments and Suggestions on the Terms of Reference / Scope of Work (**TECH - 7**)
- j. Approach, Methodology & Work Plan to undertake the assignment (**TECH - 8**)
- k. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- l. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)
- m. List of proposed machinery and equipment (**TECH-9**)

Part 2-Financial Proposal

The Cover 2 the "**Financial Proposal**" should be submitted as per the format for Financial Bid given in this RFP.

b. Submission of Bids (Online submission as per Govt. of Odisha e-Procurement Procedure)

The "**Technical Proposal**" and "**Financial Proposal**" must have to be submitted in two separate Sealing and Marking of Proposals along with the prescribed formats/information mentioned in the RFP Document.

Cover I Technical Proposal: To be opened on the scheduled date and time.

Cover II Financial Proposal: Not to be opened except with approval of the Authority.

The contents of the "Technical Proposal" and "Financial Proposal" shall be as specified in Section 2 of ITB.

Note:

- a) Bids shall be submitted through **online mode** only. BDA shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b) The Scope of Work to be carried out by the Selected Firm is detailed in Section 3. The Bidders are required to quote for the entire scope of work detailed in Section 3, failing which the Bid will not be considered for evaluation.

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

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8. Opening of the proposal:

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet.

The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

9. Evaluation of Proposal

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

- Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (pre-qualification criteria as mentioned in Sl. 1, Section-2) and the requisite documents / information have been properly furnished by the bidder or not. Submission of documents / information as per Clause 6.1 will be verified.
- Bids not complying with any of the documental requirements will be outrightly rejected at the discretion of the Authority's authority.

- **TECHNICAL EVALUATION (2nd Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

#	Technical Evaluation Criteria	Marks	Documentary Evidence
TQ 1.0	<i>Company's Financial Profile</i> Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2022-23, 2023-24, 2024-25)	20	TECH-3 Along with audited financial statements for three Financial Years (2022-23, 2023-24, 2024-25)
TQ 1.1	> 50.00 Crore and <= 100.00 Crore	5	
TQ 1.2	> 100.00 Crore and <= 150.00 Crore	10	

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#	Technical Evaluation Criteria	Marks	Documentary Evidence																											
TQ 1.3	> 150.00 Crore and <= 200.00 Crores	15																												
TQ 1.4	> 200.00 Crores	20																												
TQ 2.0	Years of Business	5	For Company/LLP: Certificate of incorporation as per relevant law For Partnership Firm: Certificate of registration or partnership deed																											
TQ 2.1	> 5 years and <= 8 years	1																												
TQ 2.2	> 8 years and <= 10 years	3																												
TQ 2.3	> 10 years	5																												
TQ 3.0	Relevant Experience	35																												
TQ 3.1	Bidder should have successfully completed the work of providing Comprehensive Facility Management Service. Marks for each category <table border="1" data-bbox="370 1024 868 1333"> <thead> <tr> <th>Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1.00 Crores</td> <td>3</td> <td>5</td> </tr> <tr> <td>1.25 Crores</td> <td>2</td> <td>5</td> </tr> <tr> <td>2.00 Crores</td> <td>1</td> <td>5</td> </tr> </tbody> </table> Illustration: If a bidder has 3 projects of 1.00 Crore, 2 projects of 1.25 Crores and 2 projects of 2.00 Crores, then marks will be calculated as under: <table border="1" data-bbox="370 1528 868 1896"> <thead> <tr> <th>Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1.00 Crores</td> <td>3</td> <td>5</td> </tr> <tr> <td>1.25 Crores</td> <td>2</td> <td>5</td> </tr> <tr> <td>2.00 Crores</td> <td>2</td> <td>10</td> </tr> <tr> <td align="center" colspan="2">Total Marks</td> <td>20</td> </tr> </tbody> </table>	Fee (INR)	No. of Projects	Marks	1.00 Crores	3	5	1.25 Crores	2	5	2.00 Crores	1	5	Fee (INR)	No. of Projects	Marks	1.00 Crores	3	5	1.25 Crores	2	5	2.00 Crores	2	10	Total Marks		20	20	LoI/LoA/Agreement and Completion certificate from the client <i>Note: In absence of any Client's certificate of projects completion, Certificate with UDIN from Chartered Accountant shall be accepted.</i>
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#	Technical Evaluation Criteria	Marks	Documentary Evidence																											
	<p>Note: Bidder can use either category for getting maximum 20 marks.</p> <p>Project status = Completed</p>																													
TQ 3.2	<p>Bidder should have successfully completed the work of providing comprehensive facility management services specifically in the field of managing, operating, and maintenance of various playgrounds.</p> <p>Marks for each category</p> <table border="1"> <thead> <tr> <th>Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1.00 Crores</td> <td>3</td> <td>5</td> </tr> <tr> <td>1.25 Crores</td> <td>2</td> <td>5</td> </tr> <tr> <td>2.00 Crores</td> <td>1</td> <td>5</td> </tr> </tbody> </table> <p>Illustration: If a bidder has 3 projects of 1.00 Crore, 2 projects of 1.25 Crores and 1 project of 2.00 Crores, then marks will be calculated as under:</p> <table border="1"> <thead> <tr> <th>Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1.00 Crores</td> <td>3</td> <td>5</td> </tr> <tr> <td>1.25 Crores</td> <td>2</td> <td>5</td> </tr> <tr> <td>2.00 Crores</td> <td>1</td> <td>5</td> </tr> <tr> <td align="center" colspan="2">Total Marks</td> <td align="center">15</td> </tr> </tbody> </table> <p>Note: Bidder can use either category for getting maximum 15 marks.</p> <p>Project status = Completed</p>	Fee (INR)	No. of Projects	Marks	1.00 Crores	3	5	1.25 Crores	2	5	2.00 Crores	1	5	Fee (INR)	No. of Projects	Marks	1.00 Crores	3	5	1.25 Crores	2	5	2.00 Crores	1	5	Total Marks		15	15	<p>LoI/LoA/Agreement and</p> <p>Completion certificate from the client</p> <p><i>Note: In absence of any Client's certificate of projects completion, Certificate with UDIN from Chartered Accountant shall be accepted.</i></p>
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#	Technical Evaluation Criteria	Marks	Documentary Evidence
TQ 4.0	Technical Presentation - Adequacy of the proposed 'Approach & Methodology' and 'Work Plan' in response to the TOR	40	Adequacy of the proposed methodology and work plan in response to ToR
	(a) Understanding of the Engagement	5	
	(b) Approach & Methodology & Work Plan	5	
	(c) Past Experience in providing CFMS in Playgrounds	10	
	(d) Implementation Schedule & Staffing Team	5	
	(e) Use of technology intervention, implementation of innovative ideas & capacity to enhance services in future in short notice	10	
	(f) List of proposed machinery and equipment	5	
	Total	100	

- (i) **Date, time and venue for Technical Presentation shall be intimated later.**
- (ii) In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. Each bidder shall be assigned a Technical Score (T) out of 100 based on the evaluation criteria defined in the RFP. The minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 70.

Bidders who qualify in terms of technical proposal will be called for financial evaluation.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

Financial Proposal must be strictly using the formats attached in section 5. No additional items/quantities other than that specified in the formats should be proposed by the Firm since the same shall not be considered for the evaluation/award.

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The name of the bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial proposal (Fm) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows: $S_f = 100 \times F_m / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

10. Evaluation Process

Quality and Cost Based Selection method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives.

Each bidder shall be assigned a Technical Score (T) out of 100 based on the evaluation criteria defined in the RFP

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (0.7); Pw = the weight given to the Financial Proposal (0.3); $T + P = 1$) as following:

$$S = S_t \times T_w + S_f \times P_w,$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and Third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those bidders whose proposals were not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the Firm's representatives who choose to attend. The name of the Firm and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered nonresponsive.
- d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

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11. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10% of the contract value** from a scheduled commercial bank situated in Bhubaneswar in favour of “**Bhubaneswar Development Authority**”, as per the format at Annexure-II, for a period of six months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 6 months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12. Contract Negotiation:

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

13. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **12 (Twelve) months** from the date of effectiveness of the contract and will be extended on mutual consent.

14. Conflict of Interest:

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

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15. **Disclosure:**

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

16. **Anti-corruption Measure:**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

17. **Language of Proposals:**

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

18. **Cost of bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome

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of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction:

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

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. Confidentiality:

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

22. Amendment of the RFP Document:

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

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

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

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24. **Copyright, Patents and Other Proprietary Rights:**

BDA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

25. **Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

26. **Settlement of Dispute:**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman, BDA and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

27. **Disqualification of Proposal:**

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

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information

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- A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

28. **Liability:**

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

29. **Indemnity:**

The Consultant at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

SECTION: 3

TERMS OF REFERENCE (ToR)

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

1. Background

The Bhubaneswar Development Authority (BDA), constituted under the Odisha Development Authorities Act, is responsible for ensuring planned urban development and sustainable infrastructure provision within the Bhubaneswar Development Area. As part of its mandate to enhance urban liveability, promote environmental sustainability, and strengthen community well-being, BDA has launched the AMA BHOOMI – Assuring Mass Access through Bhubaneswar Open Space Ownership and Management Initiative.

The AMA BHOOMI initiative aims to create an integrated and accessible network of urban open spaces across Bhubaneswar, ensuring that citizens have equitable access to recreational, environmental, and sports infrastructure. The initiative focuses on the development, activation, and maintenance of five key categories of open space assets, namely:

- Parks
- Playfields (Playgrounds)
- Multipurpose Grounds
- Blueways
- Greenways

Among these assets, Playfields are designated areas for organized sports and physical activities equipped with specialized infrastructure and amenities designed to accommodate various sports disciplines and community recreation activities for diverse age groups.

Rapid urbanization, changing lifestyles, and limited availability of organized recreational infrastructure have resulted in significant gaps in access to sports facilities across Bhubaneswar. According to assessments conducted by BDA in alignment with the Urban and Regional Development Plans Formulation and Implementation (URDPFI) Guidelines, 2015, a large number of wards in the city currently lack formal playground infrastructure. In addition, increasing concerns related to sedentary lifestyles, rising obesity levels, and declining physical activity levels among citizens highlight the urgent need to strengthen the city's sports and recreation infrastructure.

Under the AMA BHOOMI initiative, BDA has already initiated the development and revitalization of multiple playfields and sports infrastructure facilities, including playgrounds within government educational institutions and community spaces. These facilities are being developed in accordance with established standards and guidelines for sports infrastructure, ensuring safe, accessible, and inclusive environments for physical activity.

To ensure that these assets are sustainably managed and continuously activated for public use, BDA intends to engage a competent and experienced agency for the management, operation, and maintenance (O&M) of designated playfields within its jurisdiction.

The selected agency shall be responsible for the comprehensive facility management and operationalization of playfields, including maintenance of sports infrastructure, landscaping, sanitation, security, public accessibility, scheduling of sports activities, and activation through community engagement programmes.

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The engagement of a professional management agency is expected to ensure that the playfields remain well-maintained, safe, inclusive, and optimally utilized, while supporting BDA's broader vision of transforming Bhubaneswar into a sports-centric, healthy, and liveable city.

The agency shall operate under the guidance and supervision of BDA, which serves as the nodal implementation body for the initiative, and shall coordinate with relevant city agencies including the Bhubaneswar Municipal Corporation and the Department of Sports and Youth Services where required.

Through this engagement, BDA aims to establish a structured and professional system for the operation, maintenance, and activation of playfields, ensuring long-term sustainability of these public assets while maximizing citizen participation in sports and recreational activities.

2. Objectives of the Assignment

The primary objective of this engagement is to ensure the professional management, sustainable operation, and high-quality maintenance of designated playfields under the AMA BHOOMI initiative of the Bhubaneswar Development Authority.

The specific objectives of the assignment are as follows:

- a. To ensure proper maintenance and upkeep of playground facilities.
- b. To promote sports, recreation, and community engagement.
- c. To ensure safe, hygienic, and well-managed recreational spaces.
- d. To enable efficient utilization of playground infrastructure.

3. Scope of Work

The selected Agency shall be responsible for the comprehensive operation, management, and maintenance of designated playfields (playgrounds), including sports infrastructure, landscaping, utilities, sanitation, security, and community activation activities.

The selected agency shall undertake the following activities:

3.1. Operation and Management

The selected Agency shall be responsible for the overall day-to-day operation, administration, and management of the playground and associated facilities ensuring that the premises remain safe, functional, and accessible to the public.

The Agency shall manage all operational activities in accordance with the provisions of the Agreement and instructions issued by the Authority from time to time.

Without limiting the generality of the foregoing, the Agency shall undertake the following responsibilities.

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3.1.1. Day-to-Day Operations

The Agency shall manage and oversee the daily functioning of the playground including but not limited to the following activities:

- Opening and closing of the playground strictly in accordance with the prescribed operational schedule.
- Supervision and monitoring of all activities conducted within the premises.
- Ensuring orderly conduct of users, visitors, and participants.
- Coordination and scheduling of sports activities, recreational use, and permitted events.
- Maintenance of operational records including user attendance, facility bookings, sports activities, and event registers.
- Deployment of adequate operational staff including ground supervisors, maintenance personnel, sanitation workers, and security personnel.

The Agency shall ensure that the playground remains clean, safe, functional, and accessible for public use during operational hours.

3.1.2. Regulation of Access and Discipline

The Agency shall regulate entry and usage of the playground in a systematic manner and shall:

- Ensure controlled and disciplined access of users and visitors.
- Prevent unauthorized entry, encroachment, illegal activities, or misuse of the playground.
- Implement appropriate entry procedures, booking systems, or user registration mechanisms, if required.
- Ensure that users adhere to the rules and regulations prescribed by the Authority for use of the playground.
- Display signage containing rules, operating hours, safety instructions, and contact details at prominent locations within the premises.

The Agency shall also ensure that public order, discipline, and safety are maintained within the playground at all times.

3.1.3. Compliance with Operational Timings

The Agency shall operate the playground strictly in accordance with the operational timings prescribed by the Authority, which may include separate time slots for:

- General public access and recreational use
- School or institutional sports activities
- Organized events or tournaments

The Agency shall ensure that:

- The playground is opened and closed punctually as per the prescribed schedule.

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- No activity continues beyond the permitted operating hours without prior approval of the Authority.
- Public access is not unreasonably restricted during designated public hours.

The Authority reserves the right to revise operational timings, and the Agency shall comply with such revisions.

3.2. Maintenance and Upkeep

The Agency shall be responsible for the routine maintenance, upkeep, and preservation of the playground and its associated facilities to ensure that the premises remain safe, clean, and usable for sports and recreational purposes.

Maintenance activities shall be carried out in accordance with the maintenance standards and inspection framework established under the BDA procedure, including daily, weekly, and monthly inspection protocols.

Without limiting the generality of the above, the Agency shall undertake the following:

3.2.1. Grounds Maintenance

The Agency shall maintain all playing surfaces and open spaces in good and playable condition.

- Maintain playing surfaces including grass fields, courts, tracks, and open play areas in good and playable condition.
- Carry out regular grass cutting, watering, leveling, and landscaping of the playground.
- Removal of weeds, debris, and obstructions from playing areas.
- Ensure proper upkeep of sports markings, nets, goal posts, and other sports-related infrastructure.

3.2.2. Infrastructure Maintenance

The Agency shall ensure proper maintenance of all infrastructure within the playground premises including:

- Fencing, boundary walls, pathways, seating arrangements, gates, and lighting systems.
- Internal pathways, walkways, and seating areas.
- Undertake minor repairs and routine maintenance to ensure functionality of facilities.
- Ensure proper functioning of toilets, drinking water points, drainage systems, and electrical fixtures, wherever available.

3.2.3. Cleanliness and Sanitation

The Agency shall ensure high standards of cleanliness and sanitation within the playground premises.

The responsibilities shall include:

- Ensure regular cleaning of the playground premises, including removal of litter, debris, and waste.
- Deploy adequate sanitation staff to maintain hygienic conditions in all areas of the playground.

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- Provide and maintain dustbins at suitable locations and ensure proper waste disposal in accordance with municipal regulations.
- Toilets and drinking water facilities, where available, shall be cleaned and maintained regularly to ensure hygienic conditions.

3.2.4. Waste Management and Environmental Compliance

The Agency shall ensure segregation of solid waste at source within all playground premises, in accordance with applicable laws, rules, and environmental guidelines.

Segregated waste shall be:

- Handed over to the respective Urban Local Body (ULB), or
- Disposed of through designated municipal collection and disposal systems in compliance with applicable regulations.

The Agency shall ensure that no waste is littered, accumulated, or disposed of in an unauthorized manner within or outside the playground premises, and shall maintain the premises in a clean, hygienic, and environmentally compliant condition at all times.

3.2.5. Landscaping

The Agency shall maintain all landscaping elements within the playground premises.

- Maintain trees, plants, and green areas within the playground premises.
- Ensure proper watering, pruning, and care of vegetation.
- Removal of dry branches, weeds, and dead vegetation.
- Protection and maintenance of green cover within the premises.

3.2.6. Machinery and Equipment Deployment

The Agency shall mandatorily deploy adequate and appropriate machinery and equipment necessary for the efficient operation and maintenance of the playgrounds, in accordance with the requirements of this Agreement. All such machinery and equipment shall be functional, properly maintained, and available at site at all times in sufficient quantity.

The machinery and equipment specified below represent the minimum requirement to be deployed at each playground. The Agency shall, however, deploy additional machinery, tools, and equipment as may be required based on site conditions, size of the playground, intensity of usage, seasonal requirements, or as directed by the Authority from time to time, at no additional cost to the Authority.

Sl. No.	Equipment / Technology	Minimum Requirement
1	Lawn Mower (Manual/Power Operated)	Minimum 1 per playground (or as per size)
2	Brush Cutter / Trimmer	Minimum 1
3	Water Tanker / Hose System	Adequate arrangement

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Sl. No.	Equipment / Technology	Minimum Requirement
4	Disinfection & Sanitization Equipment (Sprayers, Chemicals)	Adequate arrangement
5	Lighting Maintenance Tools (Testers, Electrical Tool Kit)	Minimum 1 set
6	Safety Equipment (First Aid Kit, Fire Extinguisher)	Minimum 1 set per site
7	Any Other Equipment / Machinery	As required for efficient operation and maintenance

The Authority shall have the right to inspect, verify, and approve the deployment and adequacy of such machinery and equipment at any time. Any failure to deploy, or any under-utilization or misrepresentation of the declared machinery and equipment, shall constitute a breach of obligations and shall attract penalties as may be prescribed under this Agreement.

3.3. Security and Safety Management

The Agency shall ensure that the playground is operated in a safe and secure manner for all users and visitors.

The Agency shall ensure that the playground premises are operated in a safe, secure, and well-regulated manner for all users, visitors, and participants. The Agency shall establish appropriate security arrangements, safety protocols, and emergency response mechanisms to protect public assets and ensure safe usage of the facilities.

The Agency shall comply with applicable safety standards, municipal regulations, and operational guidelines issued by the Bhubaneswar Development Authority.

3.3.1. Security Arrangements

The Agency shall deploy adequate security measures to safeguard the playground premises and its infrastructure. The responsibilities shall include:

- Deployment of trained security personnel to monitor entry and exit points of the playground.
- Regular patrolling of the premises to prevent vandalism, theft, misuse of facilities, or damage to infrastructure.
- Prevention of encroachment, illegal occupation, or unauthorized construction within the playground premises.
- Ensuring that only authorized and permitted activities are conducted within the playground.
- Monitoring entry and regulating movement of visitors where necessary to maintain discipline and order.
- Ensuring that sports infrastructure, equipment, lighting systems, and public utilities remain protected from damage or misuse.

The Agency shall also coordinate with the local police authorities where necessary to maintain law and order within the premises.

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3.3.2. Safety Measures

The Agency shall take all necessary measures to ensure the safety of playground users, sports participants, staff members, and visitors.

The Agency shall:

- Ensure that playing surfaces, sports facilities, and surrounding areas are maintained in a safe and hazard-free condition.
- Conduct regular inspection of sports equipment, playing courts, and grounds to identify potential safety risks.
- Provide basic first-aid facilities within the playground premises.
- Ensure availability of emergency contact information and safety signage at prominent locations.
- Immediately report any accidents, injuries, equipment failures, or safety incidents to the Authority.

The Agency shall take immediate corrective action to eliminate identified hazards and prevent recurrence of safety incidents.

3.3.3. Emergency Response

The Agency shall establish appropriate procedures for responding to emergency situations that may arise within the playground premises.

The Agency shall:

- Develop and implement emergency response protocols for situations such as injuries, fire incidents, electrical faults, or natural hazards.
- Maintain readily accessible emergency contact numbers for police, fire services, medical facilities, and the Authority.
- Ensure that staff deployed at the playground are aware of emergency response procedures.
- Coordinate with relevant government authorities and emergency services when required.

All emergency incidents shall be documented and reported to the Authority in accordance with reporting requirements.

3.4. Revenue Generation and User Charges

3.4.1. Revenue Sources

Subject to prior written approval of the Authority, the Agency may undertake permitted revenue-generating activities within the playground premises solely for the purpose of supporting operational sustainability.

All revenues generated from such activities shall be collected in a transparent manner and strictly through digital modes of payment only, including but not limited to UPI, debit/credit cards, net

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banking, or other electronic payment systems approved by the Authority. Collection of cash in any form shall not be permitted, unless specifically authorized in writing by the Authority.

Permissible revenue-generating activities may include, but shall not be limited to:

- Sports coaching programmes
- Booking of playgrounds for tournaments or sports events
- Training camps and sports workshops
- Display of advertisements within designated areas approved by the Authority
- Temporary kiosks or sale of sports equipment, beverages, or related services, where permitted

The Agency shall ensure that:

- All user charges are reasonable and approved in advance by the Authority.
- Revenue collection mechanisms are transparent, auditable, and properly documented.
- Accurate and complete records of all revenue streams are maintained at all times.
- All applicable revenue share, concession fee, or other payments due to the Authority are remitted strictly in accordance with the terms of the Agreement.

The Authority reserves the right to review, regulate, modify, or prohibit any revenue-generating activity at any time in public interest, without any liability.

3.4.2. Mode of Collection of Revenue

The Agency shall ensure that all revenue-generating transactions within the playground premises are conducted exclusively through digital modes of payment, including but not limited to UPI, debit/credit cards, net banking, QR code-based payments, or any other electronic payment systems approved by the Authority.

All such payment systems and gateways shall be mandatorily integrated with and linked directly to the designated bank account of BDA, which shall be used exclusively for the purpose of collection of revenues under the AMA BHOOMI initiatives. The Agency shall not route, retain, divert, or temporarily hold any such revenues in any other account.

Collection of cash in any form shall be strictly prohibited, except where expressly permitted in writing by the Authority under exceptional circumstances.

The Agency shall:

- Install and maintain adequate digital payment infrastructure (including QR codes, POS machines, and/or online booking/payment systems) at all revenue collection points.
- Ensure that all payments are credited directly to the designated account of the Authority (BDA), either directly or through an approved payment gateway.

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- Generate system-generated digital receipts for every transaction and provide the same to users.
- Maintain a real-time, tamper-proof digital record of all transactions, including date, amount, purpose, and payer details.
- Enable daily reconciliation of transactions with the Authority's designated account.

The Agency shall provide the Authority with unrestricted access to transaction data, dashboards, MIS reports, and payment systems for the purposes of monitoring, verification, and audit.

Any violation of this clause, including but not limited to acceptance of cash, diversion of funds, delay in credit, suppression of transactions, or non-reporting, shall be treated as a material breach of the Agreement, and shall entitle the Authority to take appropriate action, including:

- Imposition of penalties;
- Recovery of amounts along with applicable interest;
- Suspension of operations; and/or
- Termination of the Agreement.

3.5. Reporting and Documentation

The Agency shall maintain proper documentation and submit daily, periodic reports to the Authority regarding the operation and maintenance of the playground.

The daily reporting shall include, but not be limited to:

- Attendance of deployed manpower
- Cleanliness status
- Infrastructure condition
- Footfall (if applicable)
- Complaints received and resolved
- Safety and security observations

The Agency shall submit the following reports but not limited to:

- Operational Reports detailing usage, activities conducted, and operational status.
- Maintenance Reports outlining routine maintenance works carried out and infrastructure condition.
- Revenue and Activity Reports indicating revenue generated and events organized.
- Incident Reports documenting accidents, safety incidents, or complaints received from users.

The Agency shall maintain proper registers and digital records relating to:

- User attendance and footfall
- Booking of facilities

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- Sports coaching programmes and events
- Manpower deployment
- Maintenance activities and inspection records

These records shall be made available for inspection by the Authority whenever required.

3.6. Compliance with Rules and Regulations

The Agency shall ensure full compliance with all applicable statutory provisions, regulations, and directions issued by the Authority.

The Agency shall comply with:

- All operational instructions issued by the Bhubaneswar Development Authority from time to time.
- Applicable labour laws, employment regulations, and safety standards.
- Municipal regulations of the Bhubaneswar Municipal Corporation.
- Environmental protection norms and public health guidelines.

Any violation of statutory provisions, safety regulations, or applicable laws shall be the sole responsibility of the Agency, and the Authority shall not be held liable for such violations.

3.7. Manpower Deployment Plan

The Agency shall deploy adequate and qualified manpower for the effective operation, management, supervision, security, and maintenance of the playground during the entire contract period.

The manpower deployment shall be planned in a manner that ensures:

- Continuous supervision of playground operations
- Proper maintenance of sports infrastructure and playing surfaces
- Clean and hygienic premises
- Security and safety of visitors and facilities
- Smooth conduct of sports and recreational activities

All personnel deployed by the Agency shall remain under the direct employment, supervision, and administrative control of the Agency. The Bhubaneswar Development Authority shall have no employer-employee relationship with such personnel and shall not be responsible for their wages, benefits, or statutory obligations.

The Agency shall ensure that all deployed staff are properly trained, experienced, and capable of performing their assigned responsibilities efficiently.

3.7.1. Minimum Manpower Requirement

The Agency shall deploy manpower at each playground at least at the minimum level indicated below. Depending on the size of the playground, sports facilities available, and intensity of usage,

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the Agency must deploy additional manpower at its own cost if required to maintain service standards.

Sl. No.	Position	Minimum Number	Key Responsibilities
1	Playground / Facility Manager	1	Overall management of playground operations, coordination with Authority, supervision of staff
2	Groundsman	1	Maintenance of playing surfaces including grass fields, courts, and sports areas; grass cutting, watering, leveling, and preparation of grounds; maintenance of sports equipment such as nets, goalposts, and field markings; support for sports activities and minor ground repairs.
3	Cleaner/Sweeper	2	Cleaning of playground premises including pathways, seating areas, and sports facilities; removal of litter and waste; maintenance of dustbins; sanitation of common areas including toilets and drinking water points where available.
4	Security Guard	2	Monitoring entry and exit points; maintaining security and discipline within the premises; preventing unauthorized access, encroachment, vandalism, or misuse of facilities; assisting in crowd control and emergency situations.
5	Electrician	1	Maintenance and repair of electrical infrastructure including lighting systems, floodlights, wiring, and electrical fixtures; ensuring proper functioning of lighting for evening use; attending to minor electrical faults.
6	Plumber	1	Maintenance of water supply systems, pipelines, drainage systems, and plumbing fixtures; repair of leaks, blockages, and sanitation facilities; ensuring proper

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

Sl. No.	Position	Minimum Number	Key Responsibilities
			functioning of toilets and drinking water points.
7	Consumables <ul style="list-style-type: none"> ○ Lawn / Horticulture ○ Cleaning Items ○ Electrical (Minor) 	Lump Sum	Provision of operational consumables required for routine maintenance including horticulture materials, cleaning supplies, and minor electrical items required for upkeep of facilities.

The above manpower shall be considered minimum deployment requirements, and the Agency shall ensure that sufficient staff are present during operational hours to maintain proper service levels.

3.7.2. Gender-Sensitive Staffing Requirements

Deployment of female security personnel shall be mandatory in playgrounds located within or adjoining girls' schools or institutions catering primarily to female users.

The Authority encourages gender-sensitive staffing, and the Agency shall, to the extent feasible:

- Preferentially deploy female personnel for cleaning, maintenance, and support services at such locations; and
- Ensure adequate representation of female staff in operational roles.

Any non-compliance with the mandatory deployment requirements specified herein shall constitute a breach of staffing obligations and shall attract penalties as may be prescribed under this Agreement.

3.7.3. Roles and Responsibilities of Key Personnel

3.7.3.1. Playground / Facility Manager

The Playground Manager shall act as the **overall in-charge of playground operations** and shall be responsible for the following:

- Supervising all operational, maintenance, and administrative activities at the playground.
- Coordinating with the Bhubaneswar Development Authority regarding reporting, inspections, and compliance matters.
- Ensuring proper maintenance of sports infrastructure, grounds, utilities, and landscaping.
- Monitoring safety conditions and ensuring compliance with operational guidelines.
- Managing scheduling of sports activities, facility bookings, and events.
- Supervising staff deployment and ensuring discipline among personnel.
- Addressing public grievances, complaints, and operational issues.

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The Playground Manager shall serve as the primary point of contact between the Agency and the Authority.

The Playground Manager shall be responsible for:

- Overall supervision of playground operations.
- Coordination with the Authority for reporting and compliance.
- Ensuring proper maintenance and safety of the premises.
- Managing sports activities, bookings, and events.
- Handling public grievances and complaints.

3.7.3.2. Groundsman

The Groundsman shall be responsible for the maintenance of playing surfaces and sports infrastructure to ensure that the playground remains safe and suitable for sports activities.

The responsibilities of the Groundsman shall include:

- Maintenance of grass fields, sports courts, and open play areas.
- Regular grass cutting, watering, leveling, and preparation of playing surfaces.
- Maintenance of sports equipment such as nets, goalposts, boundary markings, and practice facilities.
- Removal of weeds, debris, and obstructions from playing areas.
- Assisting in preparation of grounds for sports activities, tournaments, or community events.
- Undertaking minor repairs and upkeep of sports infrastructure.
- Supporting landscaping and horticulture maintenance within the playground premises.

The Groundsman shall ensure that all playing areas remain safe, well maintained, and playable at all times.

3.7.3.3. Cleaner/Sweeper

The Cleaner / Sweeper shall be responsible for maintaining clean and hygienic conditions throughout the playground premises.

The responsibilities shall include:

- Cleaning of the playground premises including sports areas, pathways, seating areas, and surrounding spaces.
- Sweeping and removal of litter, debris, and accumulated waste.
- Collection and disposal of garbage in designated bins.
- Cleaning and sanitation of toilets, drinking water facilities, and common areas where available.
- Maintaining dustbins and waste collection points in hygienic condition.
- Assisting in maintaining overall cleanliness and sanitation of the premises.

Waste disposal shall be carried out in accordance with the regulations of the Urban Local Bodies (ULBs).

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3.7.3.4. Security Guard

The Security Guard shall be responsible for ensuring the security, safety, and discipline within the playground premises.

The responsibilities shall include:

- Monitoring entry and exit points of the playground.
- Preventing unauthorized access, encroachment, vandalism, or misuse of facilities.
- Ensuring that users follow the rules and regulations prescribed for the playground.
- Maintaining discipline and order among visitors and users.
- Monitoring activities within the premises to ensure that only permitted activities are conducted.
- Assisting staff in emergency situations such as accidents or safety incidents.
- Reporting any suspicious activity, damage, or security concerns to the Playground Manager.

Security guards shall remain vigilant to ensure the protection of public assets and safety of visitors.

3.7.3.5. Electrician

The Electrician shall be responsible for the maintenance and repair of electrical infrastructure within the playground premises.

The responsibilities shall include:

- Maintenance of lighting systems including floodlights, street lights, and pathway lighting.
- Inspection and maintenance of electrical wiring, switches, and distribution panels.
- Replacement of bulbs, LED fixtures, and minor electrical components.
- Attending to electrical faults and ensuring safe functioning of electrical equipment.
- Ensuring adequate lighting for evening sports activities and public safety.
- Assisting in installation and maintenance of temporary electrical arrangements for events where required.

The Electrician shall ensure that all electrical installations comply with applicable safety standards.

3.7.3.6. Plumber

The Plumber shall be responsible for the maintenance and proper functioning of water supply and sanitation systems within the playground premises.

The responsibilities shall include:

- Maintenance and repair of water pipelines, taps, and plumbing fixtures.
- Ensuring proper functioning of toilets and sanitation facilities.
- Attending to leakage, blockages, or drainage issues within the premises.
- Maintenance of drinking water facilities where available.
- Ensuring proper drainage and water flow in landscaped areas and irrigation systems.

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The Plumber shall ensure that all water supply and sanitation facilities remain functional and hygienic.

3.7.4. Shift Schedule and Manpower Deployment

The Agency shall deploy adequate manpower to ensure continuous maintenance, security, sanitation, and operational readiness of the playground during operational hours.

Manpower shall be deployed in shifts to support the operational framework prescribed for School and Non - School playgrounds.

Sl. No.	Name of the Sports Arena	Constituency	Ward- No.	Size (in Acre.)	Type
1	Rajdhani College Playground, Baramunda	Ekamra	50	5.0	School
2	Unit-9 Boys High School, Bhoi Nagar	Central	29	2.5	School
3	Govt. High School, Saheed Nagar	Central	30	1.2	School
4	Laxmisagar High School, Playground	Central	42	2.0	School
5	Unit-6 Boys High School, Ganga Nagar	Central	35	2.5	School
6	Bajrangi Playground, Ghatikia	Ekamra	23	3.0	Non - School
7	UP School Playground, Ghatikia	Ekamra	23	2.6	School
8	Unit-2 Girls High School, Ashok Nagar	Central	40	3.0	School
9	Playground beside CBSE Regional Office	North	7	2.8	Non - School
10	Jadupur Football Ground, Dumduma	Ekamra	64	2.3	Non - School
11	K4 Kalinga Nagar Playground	Jatani	23	3.2	Non - School
12	Kapil Prasad High School	Ekamra	67	2.7	School
13	Kolathia Playground near AMRI Hospital	Ekamra	49	3.0	Non - School
14	K9 B Playground	Jatani	65	3.4	Non - School
15	Playground at Tamando	Ekamra	23	4.5	Non - School
16	Playground at IRC village, Nayapalli	North	25	7.0	School
17	Nakhara Playground	North	4	4.1	Non - School
18	Damana High School	North	3	2.9	School
19	Unit-8 Boys High School, Gopabandhu Nagar	Ekamra	48	3.0	School

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A shift deployment structure shall be as follows:

Shift	Timing	Personnel Deployment
Morning Shift	05:00 – 13:00	Groundsman, Cleaner/Sweeper, Security Guard
Afternoon Shift	13:00 – 18:00	Cleaner/Sweeper, Security Guard
Evening Shift	18:00 – 23:00	Groundsman, Security Guard
Maintenance Period	23:00 – 05:00	Security Guard (Monitoring) & additional personnel shall be deployed, as required, for carrying out maintenance activities.

The Electrician and Plumber shall be deployed on a scheduled basis or remain available on call to attend to maintenance issues related to electrical systems, lighting infrastructure, water supply, and plumbing installations.

3.7.5. Staff Conduct and Uniform

The Agency shall ensure that all personnel deployed at the playground maintain proper conduct, discipline, and professionalism while performing their duties.

The Agency shall ensure that:

- All personnel wear uniforms and identification badges while on duty.
- Personnel interact with the public in a courteous and professional manner.
- Staff maintain punctuality, cleanliness, and adherence to operational rules.

Any personnel found involved in misconduct, negligence, or violation of operational guidelines shall be replaced immediately upon direction of the BDA.

3.7.6. Statutory Compliance

The Agency shall comply with all applicable statutory requirements including:

- Labour laws and minimum wage regulations
- Provident Fund (PF) and Employees State Insurance (ESI) provisions
- Goods and Services Tax (GST) regulations
- Electrical safety regulations
- Municipal regulations of the Bhubaneswar Municipal Corporation

The Agency shall be solely responsible for:

- Payment of wages to all personnel
- Statutory contributions such as PF and ESI
- Payment of applicable taxes and statutory dues

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The Authority shall not be liable for any claims arising from non-compliance with statutory provisions by the Agency.

3.7.7. Replacement of Staff

The Agency shall ensure that adequate substitute personnel are deployed in case of leave, absence, or resignation of any staff member.

The Agency shall ensure that:

- No manpower position remains vacant during operational hours.
- Replacement staff possess the necessary qualifications and experience.
- Substitutes are deployed immediately to maintain continuity of services.

Failure to maintain adequate manpower may be treated as non-compliance with contractual obligations and may attract penalties as determined by the Authority.

3.8. Obligation of the CFMS Provider and Inclusive Pricing

During the term of the engagement, the Agency shall be fully responsible for discharging all its obligations in respect of the scope of work as specified in the RFP and the Agreement.

The Bidder is hereby informed and shall be deemed to have understood that, for the purpose of fulfilling its obligations under the Agreement, the Agency shall, at its own cost, arrange and provide all consumables, materials, tools, equipment, manpower, utilities, and any other resources or inputs required for effective execution of the services.

The Authority (BDA) shall not make any additional payment, reimbursement, or compensation on account of such consumables, materials, equipment, or any other incidental or ancillary requirements.

All such costs shall be deemed to be included in the financial bid/quoted fees submitted by the Bidder, and no claim whatsoever shall be entertained by the Authority on this account at any stage during the contract period.

3.9. Monitoring and Reporting Framework for Playground Management

The Agency shall establish and maintain an effective monitoring and reporting system to ensure that the playground is operated and maintained in accordance with the service standards, operational guidelines, and contractual obligations specified by the Authority.

The monitoring framework shall include internal supervision by the Agency and periodic oversight by the Authority.

3.9.1. Monitoring by the Agency

The Agency shall implement an internal monitoring system to ensure smooth operation and maintenance of the playground.

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3.9.1.1. Daily Monitoring and Reporting

The Playground or Facility Manager shall conduct daily inspections of the playground to ensure:

- Cleanliness of the premises
- Proper functioning of sports facilities
- Adequate lighting during evening hours
- Deployment of required manpower
- Safety and security arrangements

Any deficiency observed during inspection shall be rectified immediately.

3.9.1.2. Maintenance Checklists

The Agency shall maintain daily and weekly maintenance checklists covering:

- Cleaning activities
- Grounds maintenance
- Functionality of lighting
- Condition of sports equipment
- Availability of drinking water and sanitation facilities

These checklists shall be signed by the responsible Playground or Facility Manager and maintained as records.

3.9.1.3. Incident and Complaint Register

The Agency shall maintain a Complaint and Incident Register at the playground containing details of:

- Complaints received from users or visitors
- Accidents or injuries
- Damage to infrastructure
- Security incidents or unauthorized activities

Each complaint shall be recorded with:

- Date and time
- Nature of complaint
- Action taken
- Date of resolution

3.9.2. Monitoring by the Authority

The Authority shall monitor the performance of the Agency through periodic inspections and review meetings.

3.9.2.1. Periodic Inspections

The Authority or its authorized representatives may conduct random or scheduled inspections of the playground to verify:

- Compliance with service level benchmarks

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- Cleanliness and maintenance standards
- Adequacy of manpower deployment
- Safety and security arrangements
- Proper use of playground facilities

The Agency shall extend full cooperation during such inspections.

3.9.2.2. Review Meetings

The Authority may conduct periodic review meetings with the Agency to assess:

- Operational performance
- Maintenance activities
- Sports programs and community engagement
- Revenue collection (if applicable)

The Agency shall present performance reports and relevant records during such meetings.

3.10. Service Level Benchmarks for Playground Management

The Agency shall maintain the playground and all associated facilities in accordance with the minimum service standards specified under this contract. These standards establish the Service Level Agreements (SLAs) that define the expected level of performance for the operation, management, and maintenance of playgrounds.

The purpose of these benchmarks is to ensure that playgrounds remain clean, safe, functional, and accessible for public use, school activities, and sports programmes.

The Agency shall ensure that all maintenance, sanitation, safety, and operational activities are carried out in compliance with the prescribed service standards.

Performance against the SLAs shall be regularly monitored by the Authority through inspections, performance reviews, and periodic audits. The Agency shall take immediate corrective actions whenever performance falls below the prescribed service levels.

Failure to comply with the SLAs may attract penalties as determined by the Authority, without prejudice to the right of the Bhubaneswar Development Authority to initiate further contractual action, including termination in cases of persistent non-performance.

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

Sl. No.	Service Component	Benchmark/ Standard	Frequency (Applicable Timing/ Service Window)	Responsibility
1	Opening and closing of playground	Playground to be opened and closed strictly as per prescribed operational timings	Daily [As per operational schedule (05:00 – 23:00 across shifts)]	Agency
2	Cleanliness of Playground	Playground area to remain clean and free from litter, debris, and waste	Daily (Continuous across all operational shifts)	Agency
3	Cleaning of pathways, seating areas, and common spaces	Sweeping and cleaning to be carried out	Minimum once per shift	Agency
4	Waste collection and disposal	Waste to be collected and disposed in designated bins	Daily	Agency
5	Maintenance of playing surfaces	Fields and playing areas to remain level, safe, and playable	Daily inspection (Continuous monitoring during operational hours)	Agency
6	Staff Deployment	Staffing as per proposed plan submitted	Daily (As per defined shift structure)	Agency
7	Grass cutting and landscaping	Grass to be trimmed and maintained at proper level	Once every 7-10 days (or as required / approved schedule)	Agency
8	Watering of grass and plants	Adequate watering to maintain greenery	As required (generally daily or alternate days)	Agency
9	Maintenance of sports equipment	Nets, goal posts, markings, and sports infrastructure to be functional	Weekly inspection	Agency

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Sl. No.	Service Component	Benchmark/ Standard	Frequency (Applicable Timing/ Service Window)	Responsibility
10	Lighting system functionality	All installed lights to remain operational during evening hours	Daily check [(Mandatory during Evening Shift (18:00 - 23:00))]	Agency
11	Toilets and Sanitation (if available)	Toilets to be hygienic and functional	Minimum 3 times daily (Continuous across operational hours)	Agency
12	Drinking water facilities	Drinking water points to remain functional and clean	Daily inspection	Agency
13	Security Arrangements	Security personnel to monitor premises and entry points	During operational hours (Mandatory across all shifts including night monitoring)	Agency
14	Prevention of encroachment and vandalism	Immediate action in reporting to prevent unauthorized occupation or damage	Continuous monitoring, especially night shift	Agency
15	Display of rules and information boards	Rules, safety instructions, and contact details to be displayed	Continuous monitoring, especially night shift	Agency
16	Complaint redressal	Complaints from users to be addressed promptly	Within 24-72 hours	Agency
17	Reporting Requirements	Submission of operational and maintenance report	Daily, Monthly timelines	Agency

3.10.1. Performance Monitoring

The Authority or its authorized representatives shall have the right to conduct periodic inspections, site visits, and service audits to verify compliance with the prescribed service standards.

Monitoring mechanisms may include:

- Routine field inspections
- Review of maintenance registers and activity logs

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- Review of incident reports and complaint registers
- Verification of manpower deployment and operational activities

In case of non-compliance or repeated service deficiencies, the Authority may take appropriate action, including:

- Imposition of financial penalties
- Issuance of warning notices
- Direction for immediate corrective measures
- Initiation of contract termination proceedings in case of persistent default

3.10.2. Continuous Improvement

The Agency shall endeavor to maintain service levels above the prescribed minimum benchmarks and adopt best practices in playground management.

The Agency shall actively promote:

- Improved maintenance practices
- Efficient use of manpower and resources
- Enhanced safety standards for playground users
- Better user experience for the public and sports participants

3.11. Penalty Matrix for Non-Compliance with Service Level Benchmarks

The Agency shall maintain the playground and associated facilities in accordance with the Service Level Benchmarks specified under this Contract. In case of failure to meet the prescribed service standards, the Authority shall have the right to impose penalties as per the matrix provided below.

The Agency shall be liable to pay penalties for failure to perform contractual obligations within the stipulated timeframes and quality standards.

Penalties shall be applicable for deficiencies including, but not limited to:

- Improper opening or closing of playground facilities
- Poor cleanliness and sanitation
- Failure in maintenance of playing surfaces and sports infrastructure
- Non-functioning lighting systems
- Inadequate manpower deployment
- Security lapses or unauthorized activities
- Failure to address complaints or submit required reports

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The penalties shall be deducted from the monthly running bills or recovered from the Performance Security, as applicable.

The aggregate penalty during the contract period shall not exceed ten percent (10%) of the annual contract value.

In case of repeated or serious defaults, the Authority may impose additional liquidated damages, suspend payments, or initiate termination proceedings as per the provisions of this RFP.

Sl. No.	Service Parameter	Nature of Non-Compliance	Repair Classification*	Time Limit for Compliance	Penalty
1	Opening/Closing of Playground	Playground not opened or closed as per prescribed timing	Not Applicable	Immediate compliance	₹1,000 per instance
2	Cleanliness of Playground	Playground found unclean, presence of litter or waste	Minor	Within same shift / max 8 hours	₹1,000 per instance
3	Cleaning of pathways, seating areas, and common spaces	Failure to carry out daily cleaning	Minor	Within same shift	₹500 per instance
4	Waste collection and disposal	Waste to be collected and disposed in designated bins	Major	Within 6 hours	₹1000 per instance
5	Maintenance of Playing Surfaces	Playing area not properly maintained or unsafe for use	Major / Minor (as applicable)	Minor: 48 hrs / Major: 4 days	₹2,000 per instance
6	Staff Deployment	Absence of required staff as per manpower plan	Not Applicable	Immediate replacement / same shift	₹1,000 per person per day
7	Grass Cutting and Landscaping	Grass not trimmed within prescribed schedule	Minor	Within 12 hours of notice	₹1,500 per instance
8	Watering of grass and plants	Inadequate watering	Minor	Within 24 hours	₹500 per instance
9	Maintenance of sports equipment	Equipment non-functional	Minor	Within 24 hours	₹500 per instance

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Sl. No.	Service Parameter	Nature of Non-Compliance	Repair Classification*	Time Limit for Compliance	Penalty
10	Lighting system functionality	Non-functioning of lighting fixtures during operational hours	Minor	Within 12 hours	₹500 per light per day
11	Toilets and Sanitation (if available)	Toilets found unhygienic or non-functional	Minor / Major	Minor: 12 hrs / Major: 36 hrs	₹1,000 per instance
12	Drinking water facilities	Drinking water point not functional	Minor	Within 6 hours	₹1,000 per instance
13	Security Arrangements	Absence of security personnel during operational hours	Not Applicable	Immediate replacement	₹2,000 per instance
14	Prevention of encroachment and vandalism	Failure to report to prevent encroachment or damage to property	Major	Immediate reporting	₹3,000 per instance
15	Display of rules and information boards	Missing/damaged boards	Minor	Within 48 hours	₹500 per complaint
16	Complaint Redressal	Complaint not addressed within specified time	Minor / Major	Minor: 24 hrs / Major: 3 days	₹500 per complaint
17	Reporting Requirements	Failure to submit monthly reports to Authority	Not Applicable	Within 24 hours of due time	₹1,000 per instance

“Major Repair” shall mean any repair, restoration, replacement, or maintenance work of a structural or capital nature required to restore, upgrade, or ensure the long-term safety, stability, and usability of the playground and its associated infrastructure. This shall include, but not be limited to, substantial repair or complete replacement of play equipment, resurfacing or reconstruction of play areas, structural repairs to pathways, boundary walls, drainage systems, or foundations, overhaul or replacement of electrical systems, and any works involving significant cost, technical intervention, or disruption to normal operations.

Major Repair shall exclude routine and non-structural maintenance activities categorized as Minor Repair and shall require prior written approval of the Authority before execution.

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“**Minor Repair**” shall mean routine, non-structural maintenance works required to ensure the safe, functional, and operational condition of the playground and its associated facilities. This shall include, but not be limited to, repair or replacement of minor or damaged components of play equipment, tightening of fixtures, repainting, minor surface patchwork, upkeep and maintenance of pathways, minor plumbing works, grass cutting and landscaping, fencing repairs, repair and maintenance of electrical connections and lighting fixtures, lubrication of moving parts, and rectification of defects arising from normal wear and tear.

Minor Repair shall expressly exclude any works falling within the scope of Major Repair, including structural repairs, capital works, upgradation works, or complete replacement of playground infrastructure or equipment.

All penalties shall be imposed by the Bhubaneswar Development Authority based on inspection findings, complaint records, or monitoring reports.

It is hereby clarified that penalties for non-adherence to the Service Level Agreement (SLA) shall be levied independently and in addition to Liquidated Damages (LD), and both shall be applicable concurrently.

3.11.1. Escalation of Penalties

In the event of repeated non-compliance for the same service parameter within a calendar month, the penalties may be escalated as follows:

- **Second occurrence:** Penalty may be doubled.
- **Third occurrence:** Penalty may be tripled.
- **Persistent or continuous non-compliance:** May be treated as a material breach of contract.

3.11.2. Authority’s Rights

The Authority reserves the right to:

- Conduct random inspections of the playground.
- Issue corrective instructions to the Agency.
- Recover penalties from payments, performance security, or any dues payable to the Agency.

Repeated violations may lead to termination of the contract as per the terms of the Agreement.

3.11.3. Maximum Penalty Threshold

If the total penalty imposed in a month exceeds 10% of the monthly contract value / concession value, the Authority may review the performance of the Agency and initiate appropriate action, including termination of the contract.

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3.12. Variation and Extra Items

No variation, deviation, or extra item shall be executed without prior written approval of the Authority. The Agency shall not claim any additional payment for unauthorized works.

In case of emergency situations requiring immediate action for public safety, the Agency may carry out necessary works and seek post-facto approval from the Authority.

All approved variations shall be valued as per mutually agreed terms or as directed by the Authority. No additional payment, claim, compensation, or price adjustment whatsoever shall be admissible on account of such additional supply, and the same shall be deemed to have been included in the quoted rates and overall contract price.

Any deviation, including but not limited to short supply, substitution, or non-conformance with specifications, shall be deemed a material breach of contract. In such cases, the procuring authority reserves the right to:

- Reject the supplied items in full or in part;
- Impose liquidated damages or financial penalties as specified in the contract;
- Recover any costs incurred to rectify non-compliance; and/or
- Terminate the contract wholly or partially without any liability to the authority.
- Bidders shall remain fully responsible for adherence to specifications and quality standards throughout the delivery period.

3.13. Completion of Work on the Risk and Cost of the Bidder

The Bidder is hereby expressly notified that in the event of any delay, default, or failure on its part to complete any part of the work and/or services within the time stipulated under the Contract, BDA shall, without prejudice to any other rights or remedies available under the Contract or in law, be entitled to cause such work and/or services to be executed through any other agency or by itself, wholly or partly, at the sole risk and cost of the Bidder.

All costs, charges, and expenses so incurred by BDA shall be recoverable from the Bidder and shall be adjusted against any amounts due or becoming due to the Bidder under the Contract, and in the event of insufficiency thereof, the Bidder shall be liable to pay the balance forthwith upon demand.

3.14. Delivery and Payment Schedule

- Total timeframe for the assignment shall be of maximum 12 (twelve) months.
- The payment shall be released upon submission of quarterly bills and subject to approval:

Sr.	Payment Milestone	Payment
1.	Quarterly Fees	25% of total quoted charges

- It is clarified that the fee quoted by the Bidder shall be all-inclusive, except GST as applicable, and BDA shall not be liable to make any additional payment beyond the quoted fee.

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

- d. No reimbursement shall be made by the Client to the agency for any type of any taxes & duties in connection with this contract. The Bidder is responsible for meeting any and all tax liabilities arising out of the Contract. The Client will perform such duties about the deduction of such taxes at source as per rules in force.
- e. Any statutory fees, if any, is required to deposit with the above agencies for obtaining of approval, shall be borne by the BDA.
- f. The Committee formulated in this regard shall be monitor assignment and may make judgment regarding the quality of services. The payment will be released only after Committees decision and approval on the quality of work as per the deliverable as set forth above.
- g. No separate TA/DA would be payable in addition to Consultancy fee.
- h. The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable to the Bidder.

3.15. Handover on Completion

Upon expiry or termination of the Agreement, the Agency shall hand over all assets to the Authority in good and usable condition, subject to normal wear and tear.

Any loss or damage to assets due to negligence of the Agency shall be recovered from the Agency or adjusted against the Performance Security.

SECTION: 4

**TECHNICAL PROPOSAL SUBMISSION
FORMS**

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

TECH-1
COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The Secretary

Bhubaneswar Development Authority

Akash Shova Building, Bhubaneswar-751001, Odisha

Subject: Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service [TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

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

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: ____

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

TECH -2

Bidder's Organisation (General Details)

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

**Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under
Comprehensive Facility Management Service**

TECH - 3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY 2022-23	FY 2023-24	FY 2024-25	Average
Turnover (in Crores)				
<i>Supporting Documents:</i>				
Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)				
<i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected.</i>				

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: _____

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TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

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TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of <Nos> completed assignments only of similar nature in any sector during last <Nos> years)**

Sl. no.	Period	Name of the Assignment with details thereof	Name of the Client	*Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to <Nos>assignments of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order/ Contract Document/ Completion Certificate from the previous Clients need to be furnished along with the above information.

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TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6)**.

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

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

Communication Address of the Bidder: _____

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

TECH -7

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE / SCOPE OF WORK

[The Agency needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

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

Communication Address of the Bidder: _____

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

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

A. Understanding of Scope, Objectives and Completeness of response

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

B. Description of Approach and Methodology:

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

C. Past Experience:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes past experience of the bidder in similar nature of work, number of assignments of the related nature taken up till date.

D. Staffing 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.

Brief on Experience and qualification of proposed manpower as well as the back-office support team shall be presented during the technical Presentation.

*CVs of all the manpower shall be provided along with.

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

Communication Address of the Bidder: _____

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TECH -9

LIST OF PROPOSED MACHINERY AND EQUIPMENTS AS PER THE CLAUSE 3.2.6
OF SECTION-3

SECTION: 5

**FINANCIAL PROPOSAL SUBMISSION
FORMS**

Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service

FIN - 1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To
The Secretary
Bhubaneswar Development Authority
Akash Shova Building, Bhubaneswar-751001, Odisha

Subject: Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under Comprehensive Facility Management Service [FINANCIAL PROPOSAL]

Sir

I, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal No.____, Dated: _____. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*].

The above quoted amount is exclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 Days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

Yours faithfully,

Authorized Signatory

[*In full and initials*]

Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

**Amount must match with the one indicated in Fin-2.*

Note:

1. *Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*

**Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under
Comprehensive Facility Management Service**

FIN - 2 (Appendix D)

SUMMARY OF COST ESTIMATES & FEE QUOTED

Sr.	Description	Unit/No. (A)	Rate/Unit (B)	Amount (Rs.) (Excluding GST) (A*B)
1	Lumpsum rate for providing Comprehensive Facility Management Service	1		
Total				

Total Costs in words: _____

Note:

- 1. Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*

SECTION: 6

BID SUBMISSION CHECK LIST

**Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under
Comprehensive Facility Management Service**

Annexure - I

Sr.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. <u>11,800</u> /- as prescribed in the RFP		
4	Rs. <u>5,00,000</u> /- as prescribed in the RFP		
5	General Details of the Bidder (TECH - 2)		
6	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
9	Self-Declaration on Potential Conflict of Interest (TECH- 6)		
10	Comments and Suggestions on the Terms of Reference / Scope of Work (TECH - 7)		
11	Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)		
12	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
13	List of proposed Machinery and Equipment		

Undertaking:

- All the information has 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: _____

**Engagement of an Agency for Management, Operation and Maintenance of Playgrounds under
Comprehensive Facility Management Service**

Annexure - II

PERFORMANCE BANK GUARANTEE FORMAT

To

The Secretary

Bhubaneswar Development Authority

Akash Shova Building, Bhubaneswar-751001, Odisha

WHEREAS _____ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by _____ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank & Branch

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

SECTION: 7

Procedure for E- Tendering

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Procedure to participate in online bidding- e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. **THE PORTAL REGISTRATION OF THE BIDDER/ FIRM IS TO BE AUTHENTICATED BY THE STATE PROCUREMENT CELL AFTER VERIFICATION OF ORIGINAL VALID CERTIFICATES/ DOCUMENTS SUCH AS (I) PAN AND (II) REGISTRATION CERTIFICATE (RC)/ GST REGISTRATION CERTIFICATE AND GSTIN (FOR PROCUREMENT OF GOODS) OF THE CONCERNED BIDDER. THE TIME PERIOD OF VALIDITY IN THE PORTAL IS AT PAR WITH VALIDITY OF RC/ GST REGISTRATION CERTIFICATE AND GSTIN. ANY CHANGE OF INFORMATION BY THE BIDDER HAS TO BE RE-AUTHENTICATED BY THE STATE PROCUREMENT CELL. AFTER SUCCESSFUL AUTHENTICATION, THE BIDDER CAN PARTICIPATE IN THE ONLINE BIDDING PROCESS.**

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b) The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear on the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- c) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

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- 1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5 A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6 The bidder may ask questions related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 1.9 The system generates a mail to those bidders who have already uploaded their tenders and those bidders, if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/

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cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/ documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

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

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

- 2.1 The EMD or Bid Security payable along with the bid is as mentioned in the bid document.
- 2.2 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.3 The Government of Odisha has introduced e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids".

3. FORMAT AND SIGNING OF BID:

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

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The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last-minute problem of power failures etc.

- 3.1 The Bidder shall go through the Bid carefully and list the documents that are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been uploaded in an appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after the due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.4 In the e-procurement process each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
- 3.5 The Bidder should ensure clarity of the document uploaded by him to the portal, especially the scanned documents by taking out sample printing. 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. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

4. SUBMISSION OF BIDS: -

- 4.1 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, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 4.2 Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

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- 4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.6 Bids cannot be submitted after the due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bid.
- 4.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid.
- 4.15 The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

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5. SECURITY OF BID SUBMISSION:

- a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- b. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

6. DEADLINE FOR SUBMISSION OF THE BIDS:

- 6.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server 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 is declared as a holiday for the Officer inviting the Bid.

7. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8. LATE BIDS:

- 8.1 The system shall reject submission of any bid through portal after closure of the receipt time. For all purposes the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

9. MODIFICATION AND WITHDRAWAL OF BIDS:

- 9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 9.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and

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time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

10. OPENING OF THE BID:

10.1 Bid opening date is specified during tender creation or can be extended with corrigendum.

This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time.

10.1.1 The bidders who participated in the online bidding can witness the opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

10.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

10.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

10.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

10.4 The Bid openers, who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers log on the portal with their DSC the Tender cannot be opened.

10.5 In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

11. EVALUATION OF BIDS: -

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

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- 11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 11.4 Immediately, on receipt of these clarifications, the Evaluating Officers, predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid, if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass it on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 11.6 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.
- 11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wishes to be present.
- 11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

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- 11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

12. CLARIFICATION AND NEGOTIATION OF BIDS:

- 12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.
- 13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 13.4 If the L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted y the L1 bidder, otherwise the tender will be cancelled.

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14. BLOCKING OF PORTAL REGISTRATION

- 14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight of the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 14.6 Fails to execute the agreement within the stipulated date.
- 14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
- 14.8 Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- 14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

DISCLAIMER

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

**Secretary
Bhubaneswar Development Authority**