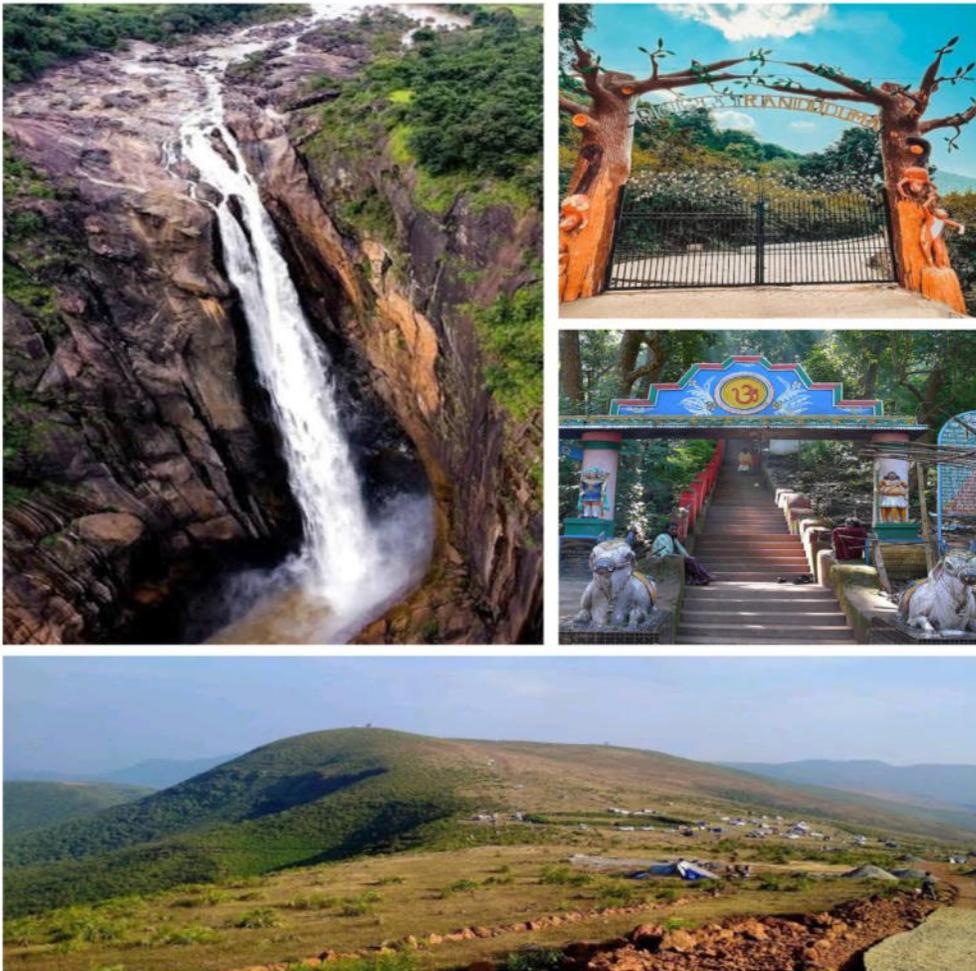


REQUEST FOR PROPOSAL

Selection of Agency for Comprehensive Facility Management Services for various tourist destinations of Koraput district.



April 2025

Notice Inviting Tender

District Tourist Officer, Koraput invites bids from the eligible bidders for the work mentioned below:

Sl No	Name of the Work	Bid Security Fee/ EMD (In Online Mode)	Time for Completion
1	2	3	5
1	Selection of Agency for Comprehensive Facility Management Services for various tourist destinations of Koraput District.	₹ 3,10,000	24 (Twenty-Four) Calendar Month

1. The tender documents can be downloaded from the official web site of Koraput District i.e. www.koraput.odisha.gov.in. The cost of tender paper is Rs. 5,000/- (Rupees Five Thousand) only (Non-refundable) payable in shape of DD drawn in favour of the Collector Koraput – Tourism (S&S) payable at Koraput.
2. The interested bidders submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 3,10,000/- only and other requisite documents through Registered / Speed Post only (any other mode will not be considered) by **Dt. 30.05.2025** up to **05:30 PM** in the following address: Tourism Division Office, Koraput, At/Po/PS-Koraput, District-Koraput, Pincode-764020
3. Any tender documents received after due date will be out-rightly rejected. The Tourism Division Office, Koraput will not be responsible for any postal delay.
4. The Technical bids shall be opened on the scheduled date and time i.e. at **11:30 A.M** on **Dt. 02.06.2025** in the office chamber of the District Tourist Officer, Koraput, in the presence of the Service Provider or their authorized representatives, and anyone who wishes to be present on the spot at that time.
5. The sealed tender has been invited under two Bid systems i.e. **Technical Bid** and **Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing “**Technical Bid for providing Comprehensive Facility Management Services for various tourist destinations of Koraput, Odisha.**” and “**Financial Bid for Providing Comprehensive Facility Management Services for various tourist destinations of Koraput, Odisha**”. Both sealed envelopes should be kept in a third sealed envelope superscribing “**Tender for providing Comprehensive Facility Management Services for various tourist destinations of Koraput, Odisha.**”.
6. The District Tourist Officer, Koraput reserves the right to annul all bids without assigning any reason.

DISCLAIMER

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

This RFP is neither an agreement nor an offer nor an invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Therefore, each Bidder should conduct its own investigations and analysis and 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 depend upon law interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

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

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

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GLOSSARY

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

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

Comprehensive Facility Management Services	Means the entire set of services to be provided by the CFMS Provider to the Client in accordance with the Scope of Work.
Contract Price	Means the total contract price payable to the CFMS Provider based on the Annual Comprehensive Facility Management Cost, but excluding any payments made for consumables, AMC costs (including AMC management fees) and other reimbursables.
Control	Means, with respect to a Person: The ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled shall be construed accordingly.
EMD	Means Earnest Money Deposit.
Facility	Means the different tourist destinations such as Deomali, Gupteshwar, Duduma Water falls, etc. and its periphery area, Koraput, Odisha, as will be decided by this office on obtaining approval of the Collector & DM, Koraput, at which the Selected Bidder is required to undertake and perform the Comprehensive Facility Management Services in accordance with the Services Agreement and the Scope of Work as specified in the RFP
Financial Proposal	Means the financial proposal to be submitted by a Bidder in accordance with this RFP.
Financial Year	Means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
First Ranked Applicant	Means the qualified Bidder with the lowest price offer in the Financial Proposal.
GoI	Means the Government of India.
GoO	Means the Government of Odisha.
Good Industry Practices	Means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.
O&M	Means operation and maintenance.
PBG	Means the Performance Bank Guarantee to be submitted by the Bidder in accordance with Clause 18 of this RFP.
Person	Means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.

Proposal	Means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP.
Proposal Due Date	Means the last date for submission of the Proposals specified in the Bidder Data Sheet.
RFP	Means this request for proposal along with its Annexures and includes any Addenda, if issued.
Rupees or INR	Means Indian National Rupees, the lawful currency of India.
Scheduled Bank	Means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
Scope of Work	Means the scope of work to be undertaken by the Selected Bidder for providing the Comprehensive Facility Management Services, as set out in more detail in Section 5 of this RFP.
Section	Means a section of this RFP.
Selected Bidder	Means the eligible Bidder selected by the Client for award of the Comprehensive Facility Management Services.
Services Agreement	Means the services agreement to be executed between the Client and the Selected Bidder, substantially in the format as set out in the RFP.

Bidder Data Sheet

Particulars	Details
Name of the Bid Invitation Authority	District Tourist Officer, Koraput
Method of Selection	Least Cost Basis
Proposal Validity	120 days
Date of availability of RFP	
Earnest Money Deposit (EMD)	Bid Security of INR 3.10 Lakhs (Bid Security to be submitted in online mode only)
Place of Opening of Proposal:	
Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information.
Proposal Due Date	
Date of opening of Technical Proposal	
Date of Technical Presentation	Shall be intimated later
Date of opening of Financial Proposal	Shall be intimated later
Issuance of the Letter of Award	Shall be intimated later
Signing of the Services Agreement	Within 15 days of issuance of Letter of Award
Performance Bank Guarantee (PBG)	10% of the Annual Comprehensive Facility Management Cost
Contact Person	District Tourist Officer, Koraput Mobile: 9348961440

Letter of Invitation

Name of the Assignment: Selection of Agency for Comprehensive Facility Management Services for various tourist destinations of Koraput District.

- 1.** District Tourist Officer invites reputed agencies for providing Comprehensive Facility Management Services for various tourist destinations of Koraput District.
- 2.** A Bidder will be selected under the "Least Cost Based Selection" procedure as prescribed in the RFP in accordance with the procedures prescribed by the Finance Department, Govt. of Odisha.
- 3.** The Proposals must reach the undersigned through registered post/speed post only. Submission in any other form shall not be acceptable.
- 4.** The Proposals shall consist of 2 parts: a Technical Proposal and Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.
- 5.** The Technical Proposal shall further consist of 2 sub-parts, an Eligibility Proposal and a Qualification Proposal.
- 6.** The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with Bid Security/ EMD for an amount of **₹3,10,000/- (Three Lakhs Ten Thousand Only)** in online mode only failing which the Proposal will be rejected.
- 7.** The last date and time for submission of Proposal, complete in all respect is as per the Bidder Data Sheet. The date and time of opening of the Technical Proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the Bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the Bidders may attend the meeting accompanied with an authorization letter on behalf of the Bidder.
- 8.** While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the Bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all Proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Sd/-
District Tourist Officer**

Instruction to Bidders

1. Scope of the RFP

The Client wishes to receive Proposals in accordance with this RFP for award of the Comprehensive Facility Management Services (CFMS) for various tourist destinations of Koraput District.

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

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

2. Acknowledgement by the Bidder

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

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

3. Bid Security/ EMD:

Each bidder shall furnish, along with the Technical Bid, a Bid Security/ EMD amounting to **INR 3,10,000/- (Rupees Three Lakhs Ten Thousand only)** in online mode only. The Bid Security shall remain valid for a period of 30 days beyond the original validity period for the bid. Any bid not accompanied by an acceptable Bid Security, in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.

The bid security of the bidders other than the preferred bidder will be returned as promptly as possible, but

not later than (60) days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later. The bid security of the preferred bidder shall be extended by a period of 120 days beyond the original validity period or till submission of performance security, whichever is later. On submission of the performance security, the bid security of the preferred bidder shall be returned.

The bid security will stand forfeited if:

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

4. Validity of the Proposal:

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

5. Project Inspection and Site Visit:

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

6. Preparation and Submission of Proposal:

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

- (a) Technical Proposal, consisting of:
 - (i) An Eligibility Proposal
 - (ii) A Qualification Proposal
- (b) Financial Proposal.

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

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

7. Eligibility Criteria:

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

Description	Supporting Document
Bidder must not have been barred by the GoI, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-6 on stamp paper of appropriate value.
A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 21 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-7
A Bidder must not have any pending judicial proceedings for any criminal offence as on the Proposal Due Date.	An undertaking to this effect must be submitted on the letterhead of the Bidder as per Form TECH-15
Bidder should have a minimum average annual turnover for 5 FY (2023-24, 2022-23, 2021-22, 2020-21, 2019-20) of Rs.1.00 Crore per year.	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
<p>In the 3 Financial Years immediately preceding the Proposal Due Date (2024-25, 2023-24, 2022-23) the Bidder has not:</p> <p>A) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder;</p> <p>B) been expelled from any project or contract by the GoI or any state government, or its instrumentalities;</p> <p>C) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder.</p>	An undertaking to this effect must be submitted on the letterhead of the Bidder as per Form TECH-16

[Please Note: Consortium/JV is not allowed]

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

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

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH- 1) on Bidder's letterhead.
- Bid Security Fee/ EMD
- General Details of the Bidder (TECH – 2)
- Financial Capacity of The Bidder (TECH-3)
- Power of Attorney (TECH – 4) in favor of the person signing the Proposal on behalf of the Bidder.
- Bidders past experience (Tech-5)

- Undertaking for Non-Blacklisting (TECH-6)
- Undertaking regarding Conflict of Interest (TECH - 7)
- Commitment for proposed equipment & material (TECH-8)
- Proposed Manpower deployment (TECH-9)
- Quality control mechanism (TECH-10)
- Non-Collusion Certificate (TECH-11)
- Approach & Methodology (TECH-12)
- Proposed Work Plan (TECH-13)
- Undertaking for pending judicial proceeding on Bidder's letterhead (TECH-14)
- Undertaking for ethical conduct & fraud (TECH-15)
- Indicative list of Consumable (Rate to be provided by bidders) (TECH-16)

The above documents are mandatory and the non-submission of any of the documents to lead the ground for non-responsive bid. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Eligibility Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.

9. Qualification Criteria

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

Sl.No.	Qualification Criteria	Maximum Marks
1	Turnover	15
1.1	Minimum average annual turnover for last 5 FY (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) is from Rs. 1.0 Cr to Rs. 2.0 Cr per annum	10
1.2	Minimum average annual turnover for last 5 FY (2019- 20, 2020-21, 2021-22, 2022-23, 2023-24) from Rs. 2 Cr to Rs.5 Cr per annum	12
1.3	Minimum average annual turnover for last 5 FY (2019- 20, 2020-21, 2021-22, 2022-23, 2023-24) is above Rs.5 Cr per annum	15
2	Relevant Project Experience in providing comprehensive facility management services in nature of services being procured under this RFP, such as Operation, maintenance and multi-facility mechanized services in Bus Terminals / Railway Stations / Metro Station / Airport terminals / Multi-level Car Parking / Institutional Campuses / shopping malls / Commercial Office Buildings / IT/ITES park / SEZs / educational institution / Hospitals/ office building, having a minimum service area* of 1,00,000 Sq.ft with contract value of at least Rs. 1.00 Cr in the last five years as of the bid due date.	25

2.1	Minimum 1 completed assignment for a service area* equal to or greater than 1,00,000 Sq. ft with a contract value of at least Rs. 1.00 Cr , in the last 5 years from the bid due date with a minimum continuous engagement of 12 months in the assignment in facility management services or multi-facility mechanized services in Bus Terminals / Railway Stations / Metro Station / Airport terminals / Multi-level Car Parking / Institutional Campuses / shopping malls / Commercial Office Buildings / IT/ITES park / SEZs / educational institution/ Hospitals / office building.	15
2.2	For each additional completed assignment for a service area* equal to or greater than 1,00,000 Sq.ft with a contract value of at least Rs. 1.00 Cr , in the last 5 years from the bid due date with a minimum continuous engagement of 12 months in the assignment in multi-facility mechanized services in Bus Terminals / Railway Stations / Metro Station/ Airport terminals / Multi-level Car Parking / Institutional Campuses / shopping malls / Commercial Office Buildings / IT/ITES park / SEZs / educational institution/ Hospitals / office building. 5 marks shall be given for each additional project. Maximum 2 additional projects will be considered for evaluation – Max 10 marks	10
3	Resources & Work Plan (refer Form-T9 & Form-T13)	20
3.1	Proposed manpower, standard operating procedure and quality control mechanism	10
3.2	Work Plan, manpower deployment modalities, grievance redressal protocol, value provided to clients etc.	10
4	Technical Presentation	40
4.1	Approach & methodology	20
4.2	Use of Technology in the Services & Innovation in proposed project	10
4.3	Case Studies and Success stories in existing/past projects	10
Total Marks		100

***Service area** means: Built-up- area/Developed Area/ Total area

10. Documents to be submitted along with the Qualification Proposal:

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

- Financial Capacity Certificate (TECH-3)
- Bidder's Past Experience (TECH-5)
- Commitment for Proposed Equipment & Material (TECH - 8)

- Proposed Technical Manpower Deployment Plan (TECH-9)
- Quality Control Mechanism (TECH-10)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 12)
- Proposed Work Plan (TECH - 13)

The above documents are mandatory and the non-submission of any of the documents to lead the ground for non-responsive bid. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Qualification Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.

11. Opening of the Technical Proposal:

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

12. Evaluation of Proposals:

12.1 Technical Evaluation:

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

12.2 Financial Proposal:

- (a) The Financial Proposal shall contain the Man Month Rate (including Monthly wages (30 Days) + statutory Dues + Service Charges (3.85% to 7%)) for each category of staff proposed to be deployed by the Bidder for the provision of the Comprehensive Facility Management Services with tools and equipment to be deployed at site.
- (b) The bidders are to submit duly filled in Annexure -5, along with their financial bid . The Bids without Annexure -5 will not be considered for financial evaluation .

12.3 Financial Evaluation:

- (a) The Financial Proposals of only those Bidders who have passed the technical evaluation with a minimum score of 70 shall be opened in the presence of the Bidder's representatives who wish to be present with a proper authorization letter.
- (b) The name of the Bidder along with the quoted Annual Comprehensive Facility Management Cost will be announced during the Financial Proposal opening. If there is only 1 qualified Bidder, the Client may, at its sole discretion, decide to open this Bidder's Financial Proposal. The Annual Comprehensive Facility Management Cost for each Bidder shall be calculated by multiplying the Man Month Rate quoted by such Bidder for each category of staff in its Financial Proposal and the minimum number of staff to be deployed in such category (as set out in Financial Proposal Format) for the provision of Comprehensive Facility Management Services.
- (c)

13. Financial Proposal Evaluation Process:

- 13.1 **Least Cost (LC)** method will be followed to evaluate the Financial Proposals. In order for a Bidder to qualify for the opening of its Financial Proposal, it must obtain a minimum score of 70 out of 100 on its Technical Proposal.
- 13.2 The Financial Proposal with the lowest Annual Comprehensive Facility Management Cost shall be marked as the **First Ranked Applicant** while the next lowest Financial Proposal shall be marked as the **Second Ranked Applicant** and so on.
- 13.3 The Selected Bidder shall be the First Ranked Applicant. The Second Ranked Applicant and Third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the First Ranked Applicant withdraws or fails to comply with the requirements specified in the RFP.
- 13.4 For the purpose of evaluation of the Financial Proposals, the Annual Comprehensive Facility Management Cost quoted by the Bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the Client).
- 13.5 If more than one bid is quoted (Decimals up to two numbers will be taken for all practical purposes) the same/ equal financial quote, the tender-accepting authority will finalize the tender through a transparent lottery system.

14. Implementation Process & Contract Period:

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

14.1 Mobilization Period

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

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

14.2 Contract Period

The Contract Period shall start from the '**Effective Date**' as defined above and shall be valid for a period of **2 years** (i.e., 24 Months), and further shall be extended for 1 Year, subject to review of performance at end of every YEAR and so forth.

15. Payment Terms and Escalation

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

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

- Within [30 (thirty)] days from the Commencement Date, the designated official / nodal department in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require, or have, an AMC (AMC List).
- CFMS Provider will enter into AMCs for the equipment as set out in the AMC List (except for the equipment for which there is an existing AMC) with the authorized service providers of the relevant equipment and will be reimbursed, on actuals, the cost of the AMCs for such equipment on submission of original bills. For the equipment in the AMC list for which there are existing AMCs, the CFMS Provider shall coordinate with the AMC service providers to ensure timely repair and maintenance of the relevant equipment.
- All technical assessments and adequate scope of the AMC providers will be identified and captured in the AMC by the CFMS.
- The CFMS Provider will be paid 5% of the total AMC charges in the billing period (for both AMCs directly entered into by the CFMS Provider and for AMCs executed by the Client) as management fees (**AMC Management Fees**).
- The AMC terms and conditions shall be pre-approved by the designated official / nodal department in-charge/ representative of Client.
- AMC for any 'branded item' not identified initially in the AMC List, or required later, can be given to the

CFMS Provider in the same manner, and on the same terms, as described above.

(b) Payment for Manpower Resources

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

(c) Payment for specific services:

The payment for certain specific services rendered by the Comprehensive Facility Management Services, will be made through equal monthly instalments (depending on the actual Rates quoted by the CFMS Provider in its Financial Proposal) during Contract Period on submission of invoice for the preceding month by CFMS within 5 days and to be paid by Client not later than 7 days thereafter. These services are:

- General Pest Control, Disinfestations Treatment, Rodent Control, Fly Control and Mosquito Control and other specific services as may be decided by the client.

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

(d) Payment for Consumables

- An indicative list of consumables to be used in providing the Services is set out in Annexure 8. Within [30 (thirty)] days from the date of execution of the Agreement, the CFMS Provider will provide a ‘List of Consumables’ along with Rate (detailing the allowable usage of consumables based on the scope of work and SLAs) to the ‘**Consumables Consumption cum Rate Approval Committee**’ formed by the Client.
- This committee shall also consult the CFMS Provider prior to issuing the approval. The Rates of Consumables shall be reviewed after every 6 months.
- The CFMS Provider shall be required to raise bills for the consumables as per the consumption and rates fixed by the above committees **on a monthly basis**. The quantities of the consumables for which the

CFMS Provider will be reimbursed will not exceed the quantity approved by the Client's committee. Further, the cost of such consumables as set out in any bills raised by the CFMS Provider shall be calculated based on the rates approved by the committee.

- Any consumables which are not identified initially, but are required at a later stage, may be added in the same manner, and on the same terms, as described above.

(e) Escalation of Manpower Cost

- The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal monthly installments (depending on the actual manpower deployed and the Man Month Rates quoted by the CFMS Provider in its Financial Proposal) basis during the contract period.
- However, after taking into account the changes/ increase in minimum wages/ statutory wages payable to workers, such increase may be considered (even if, with that increased contract value will escalate more than the overall limit per annum on the initial value of the contract).
- Tentative Man power requirement As per Annexure -2

(f) Change in Law

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

18 Performance Bank Guarantee (PBG):

- 18.1 Within 7 days of issuance of the Letter of Award, the Selected Bidder shall furnish an unconditional, irrevocable, and on-demand Performance Bank Guarantee amounting to **10% of the Annual contract value** for Comprehensive Facility Management Cost (as accepted) from a Scheduled Bank situated in Koraput in favor of the Client (which will be intimated later on), as per the format at Annexure-II. The PBG shall be valid for a period of three months beyond the Contract Period (calculated from the Effective Date). The PBG shall secure the CFMS Provider's obligations under the Service Agreement. The PBG shall be released immediately after three months of expiry of the Contract Period provided there is no breach of contract on the part of the CFMS Provider and subject to the Client's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.
- 18.2 It is expressly understood and agreed that the PBG is intended to secure the performance of the entire Service Agreement. It is also expressly understood and agreed that the PBG is not to be construed solely to cover all the damages payable by the CFMS Provider as detailed / stipulated in the Service Agreement.
- 18.3 Should the Contract Period, for whatever reason be extended, the CFMS Agency shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Client before the expiry date of the PBG originally furnished.
- 18.4 Appropriation of PBG in case of failure to commence operations: In addition to any other events for which the Client may have a right to forfeit the PBG under this RFP or the Service Agreement, the PBG shall be forfeited if the CFMS Provider fails to commence operations of the Comprehensive Facility

Management Services as per the requirements of this RFP and the Service Agreement.

- 18.5 Upon occurrence of a CFMS Provider default under the Service Agreement, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the PBG as damages for such default. Upon such appropriation from the PBG, the CFMS Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire PBG provide a fresh PBG, as the case may be, failing which the Client shall be entitled to terminate the Service Agreement.

19 Contract Negotiation:

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

20 Award of Contract:

- 20.1 After completion of any negotiations, the Client shall issue the letter of award (**LOA**) to the Selected Bidder:
- (a) declaring it as the Selected Bidder;
 - (b) accepting its Financial Proposal;
 - (c) requesting it to sign and return, as acknowledgment, a copy of the LOA within 7 days of issuance of the LOA, indicating the date on which it proposes to execute the Service Agreement, which in no event shall be later than 15 days from the date of the LOA; and
 - (d) requesting it to submit the PBG.

21 Conflict of Interest:

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

- (f) submits more than one Proposal under this RFP (including through its Associates). This will result in the disqualification of all such Proposals submitted by the Bidder and its Associates; or
- (g) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

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

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

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

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

22 Disclosure:

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

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

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

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

23 Fraud and Corrupt Practices:

23.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Client may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

- 23.2 Without prejudice to the rights of the Client under Clause 21(a) above, in the event that a Bidder is found by the Client to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Client, either indefinitely or for a stated period of time from the date such Bidder is found by the Client to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- 23.3 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of the Financial Proposals, and recommendation for award of contract, will result in the rejection of the Proposal.
- 23.4 For the purposes of this Clause 23, the following terms will have the meanings given to them below:
- (a) **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this RFP or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Client, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);
 - (b) **fraudulent practice:** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
 - (c) **coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
 - (d) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 21); and
 - (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

24 Prohibition against collusion amongst bidder(s)

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

25 Language of Proposals

The proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in

English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

26 Cost of Bidding:

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

27 Governing Law and Jurisdiction:

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

28 Confidentiality:

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

28.2 The Client will treat all information, submitted as part of a Proposal as confidential and will require all those who have access to such material to treat it in confidence. The Client may not divulge any such information or any information relating to evaluation of the Proposal or the qualification of Bidders unless:

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

29 Amendment of the RFP Document:

At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum. To give bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals. The Client will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Proposal. The Client assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

30 Client's Rights

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

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;

- (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;
 - (c) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
 - (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
 - (e) reject any Proposal, if:
 - (i) at any time, a material misrepresentation is made or uncovered;
 - (ii) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal; or
 - (iii) the Client finds any Proposal to be unreasonable, impractical or unviable.
 - (f) accept or reject a Proposal, annul the Bid Process and reject all Proposals, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.
- 30.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the Selected Bidder for the Project gets disqualified or rejected, then the Client reserves the right to:
- (a) invite all the remaining qualified Bidders to match the quote offered by the Selected Bidder (i.e. the lowest quote);
 - (b) if only one qualified Bidder matches the quote of the Selected Bidder, then such qualified Bidder will be declared the Selected Bidder. If more than one qualified Bidder matches the Selected Bidder's quote, then the qualified Bidder who quoted the lower amount in the first round of bidding shall be declared the Selected Bidder;
 - (c) if no Bidder matches the Selected Bidder's quote, then the Client may, at its sole discretion, invite fresh Financial Proposals from all qualified bidders except the Selected Bidder or annul the Bid Process. If the Client invites fresh Financial Proposals, then only such Financial Proposals will be considered which are lower than the second lowest quote discovered through the first round of bidding.
- 30.3 If it is found during the Bid Process, at any time before signing the Service Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified. If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Service Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Client to the Selected Bidder.
- 30.4 Upon any disqualification, cancellation or termination in accordance with this Clause 28, the Client will not be liable in any manner whatsoever to the Bidder. Additionally, the Client will have the right to forfeit and appropriate the PBG if the Service Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Client as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that Client may have under the RFP, the Service Agreement or Applicable Laws.

31 Disqualification of Proposal:

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

- a) the Proposal has not been submitted in accordance with the procedure and formats as prescribed in the RFP;
- b) during the validity of a Proposal, as may be extended, the Bidder increases his Price Offer;
- c) the Proposal is received in an incomplete form;
- d) the Proposal is received after the Proposal Due Date;
- e) the Proposal is not accompanied by all the requisite documents / information;
- f) the Proposal submitted is with assumptions, conditions, qualifications, conditions or uncertainty;
- g) the Proposal is not properly sealed or signed;
- h) the Proposal does not conform to the requirement of the scope of the work of the assignment;
- i) the Bidder is in breach of Clause 21 of this RFP at any point of time during the Bid Process;
- j) if, the Technical Proposal (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the Bidder) is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Financial Proposal.

Project Background:

Koraput, a land of natural beauty and tribal heritage, is home to several breathtaking tourist destinations, including Deomali Peak, the highest peak in Odisha, along with Duduma Waterfalls, Gupteswar Cave, Kolab Reservoir, Sabara Srikhetra, and Maliguda Tunnel. These locations attract a large number of visitors due to their scenic beauty, adventure opportunities, and cultural significance.

Deomali Peak, standing at an elevation of 1,672 meters near Barabandha village in Kotia Panchayat, is a paradise for nature lovers and adventure enthusiasts. Surrounded by lush green forests, it offers opportunities for trekking, hang gliding, and mountaineering.

Other key attractions in Koraput include:

Duduma Waterfalls – A majestic waterfall on the Machkund River, forming part of a hydroelectric project.

Gupteswar Cave – A revered Shiva cave temple with stunning limestone formations.

Kolab Reservoir – A picturesque dam offering boating and picnic spots.

Sabara Srikhetra – A famous Jagannath Temple, reflecting the region's spiritual essence.

Maliguda Tunnel – India's second-highest railway tunnel, attracting railway and nature enthusiasts.

As these destinations see increasing footfall, Facility Management Services (FMS) are essential to maintain cleanliness, operational efficiency, and visitor safety. Proper waste management, eco-friendly infrastructure, and sustainable tourism practices will ensure that these natural and cultural sites remain pristine while enhancing the visitor experience.

Project Objective

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

The objective of this tender is to invite bids for providing **Comprehensive Facility Management Services**

(CFMS) at various tourist destinations of Koraput District to ensure cleanliness, hygiene, and safety for visitors. The selected service provider will be responsible for maintaining high sanitation standards and ensuring the security of tourists, trekking paths, and other designated areas.

Scope of Work

A. Sanitation Services

The service provider shall be responsible for the **cleaning, waste management, and overall hygiene maintenance** of various tourist destinations of Koraput District including its approach roads, parking area, trekking routes, viewpoints, and public amenities.

Key Responsibilities:

1. Daily Cleaning & Maintenance

- Cleaning of visitor areas, rest spots, pathways, and surroundings.
- Regular sweeping and garbage collection from designated points.
- Removal of plastic waste and ensuring eco-friendly disposal.

2. Toilet & Restroom Maintenance

- Regular cleaning and disinfection of public toilets and washrooms.
- Ensuring availability of water, soap, and tissue papers.

3. Waste Management

- Placement and maintenance of dustbins at strategic locations.
- Segregation of biodegradable and non-biodegradable waste.
- Timely collection, transport, and disposal of waste as per municipal/local body regulations.

4. Pest Control & Hygiene

- Regular spraying of insecticides and disinfectants to prevent pest infestation.
- Use of eco-friendly chemicals approved by relevant authorities.

B. Security Services

The service provider shall ensure **round-the-clock security** of the assigned areas, preventing unauthorized activities, ensuring visitor safety, and maintaining order.

Key Responsibilities:

1. Surveillance & Patrolling

- Deployment of trained security personnel at key locations (entry/exit points, viewpoints, rest areas, etc.).
- Regular patrolling of designated stretches, trekking paths, camping zones, and restricted areas.

2. Visitor Assistance & Crowd Management

- Guiding tourists and ensuring smooth movement during peak hours.
- Assisting visitors in case of emergencies (injuries, lost items, etc.).

3. Prevention of Unauthorized Activities

- Ensuring no littering, deforestation, or damage to natural resources.
- Preventing illegal activities like unauthorized camping, hunting, or vandalism.

4. Emergency Response & Crisis Management

- Immediate response to fire incidents, accidents, or security threats.
- Coordination with local authorities in case of major incidents.

C. General Guidelines for Service Provider

1. Deploy trained and verified staff (with police verification).
2. Ensure proper uniforms, ID cards, and behaviour standards for personnel.
3. Provide regular updates and reports on sanitation and security activities.

4. Maintain records of incidents, complaints, and resolutions.
5. Use eco-friendly and sustainable waste disposal practices.

D. Reporting & Monitoring

The selected service provider must submit:

- **Daily logs** of cleaning and security operations.
- **Monthly reports** on sanitation levels, waste disposal, and security incidents.
- **Incident reports** for emergencies, complaints, or unusual activities.

E. Penalties for Non-Performance

Failure to meet service levels will attract penalties, including financial deductions and potential termination of the contract after repeated violations.

Technical Proposal Submission Forms Tech 1: Covering Letter

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

[Location, Date]

To,

District Tourist Officer
Tourism Division Office, Koraput,
At/Po/PS-Koraput, District-Koraput,
Pincode-764020

Subject: Proposal for Selection of Agency for providing Comprehensive Facility Management Services for various tourist destinations of Koraput District.

Dear Sir/Madam,

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

We hereby confirm the following:

1. The Technical Proposal is being submitted by _____ [name of the Bidder], who is the Bidder in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Proposal.
3. We acknowledge that client will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidder for implementing the Project, and we certify that all information provided in the Proposal and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. The information submitted with respect to our Eligibility and Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Proposal.
5. We shall make available to client any additional information it may require to supplement or authenticate the Proposal.
6. We acknowledge the right of client to reject our Proposal without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We acknowledge the right of client to not award the Project without assigning any reason and we hereby

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

8. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - (ii) having been admitted into the corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
 - (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
 - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;
 - (ii) been expelled from any project or contract by the GoI or any state government, or its instrumentalities; or
 - (iii) had any contract terminated by the GoI or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
10. We certify that we have not been barred by GoI or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
11. We declare that:
 - (a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum;
 - (b) we do not have any Conflict of Interest in accordance with Clauses 19 of the RFP;
 - (c) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 23 of the RFP, in respect of this Bid Process; and
 - (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Proposal, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
12. We understand that client may cancel the Bid Process at any time and that client is neither bound to

accept any Proposal that it may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders.

13. The Bidder satisfies the legal requirements and in our opinion by itself meets all the Eligibility Criteria and Qualification Criteria and laid down in the RFP.
14. We declare that we and our Associates are not submitting separate Proposals for the Project.
15. We declare that we are not submitting more than 1 (ONE) Proposal for the Project.
16. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
17. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the state or convicted by a court of law.
18. We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.
19. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform client of the same immediately.
20. We agree and undertake to abide by all the terms and conditions of the RFP.
21. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by client or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
22. A Power of Attorney from the Bidder authorizing the undersigned as the authorized representative, and signatory who is authorized to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
23. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against client if the Project is not awarded to us or our Proposal is not opened.
24. We have submitted all the relevant information as per the formats specified in the RFP
25. Our Proposal will be valid for acceptance up to **120 Days** and we confirm that this Proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
26. We understand that the Authority may require additional manpower either on a permanent basis during the contract period, or for a specific period of time for any particular event; and we agree to provide such additional manpower at the category-wise benchmark rates provided by us in our Financial Bid.
27. All the information and statements made in this Technical Proposal are true and correct and we accept that any misinterpretation contained in it may lead to disqualification of our Proposal. If

negotiations are held during the period of validity of the Proposal, we undertake that the undersigned shall negotiate on the basis of the Proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

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

S l . N o .	Description	Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Organization Details: Registration No: Registered address : Year of Incorporation : Year of commencement of business : Principal place of business : GSTIN : PAN :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No

6	Willing to carry out assignments as per the scope of work of the RFP	YES/NO
7	Willing to accept all the terms and conditions as specified in the RFP	YES/NO
8 •	Brief description of the Bidder [<i>Note. Such description shall not exceed 3 (three) type-written pages.</i>]	

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

Name and Designation with Date and Seal: _____

Tech-3: Financial Capacity of the Bidder

TECH - 3

Financial Capacity of Bidder

		Financial Information in INR					
Details	FY19-20	FY20-21	FY21-22	FY 22-23	FY23-24	Average	
Annual Turnover (in Crore) from Facility Management Services.							
	<p><i>Supporting Documents:</i></p> <p>Audited certified financial statements for the last Five FYs (2019-20,2020-21,2021-22,2022-23,2023-24) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).</p> <p><i>Filled in information in this format must have to be jointly certified and sealed both by the CA with UDIN and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></p>						

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

Tech 4: Power of Attorney

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Stamp Paper)

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

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

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

For

.....

(Signature, name, designation and address) Witnesses:

1.

2.

(Notarized) Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Tech 5: Bidder's Past Experience

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

S.No.	Name of Project	Name of Client with address and Contact numbers	Date of Award of Contract	Date of completion of assignment	Period of Service	Service area of the Location	Contract Value (in INR)	Description of services provided
						Service Area (Lawn + Building + Parking + Pathways) in Sq. Feet		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to 5 assignments of similar undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as

non-responsive. Copies of the Work order / Contract Document Along with Completion Certificate from the previous Clients need to be furnished along with the above information.

Tech 6: Undertaking for Non-Blacklisting

TECH - 6

Undertaking for Non-Blacklisting on Stamp Paper

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

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

Yours sincerely,

Authorized Signature

[In full and initials]: _____

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

Tech 7: Undertaking on Conflict of Interest

TECH 7

ON THE BIDDER' S LETTER HEAD

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

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

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

Communication Address of the Bidder: _____

Tech 8: Commitment for Proposed Equipment & Material

TECH -8: Commitment for Proposed Equipment & Material

1. List of Proposed Equipment:

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

2. Proposed list of Materials / Consumables to be used

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

Note:

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

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

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

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

Tech 9: Proposed Manpower Deployment

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

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

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

Name and Designation with Date and Seal: _____

Tech 10: Quality Control Mechanism

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

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

Name and Designation with Date and Seal: _____

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

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

Dated this _____ days of 2025 Name of the Bidder _____

Signature of the designated person _____ Name of the designated person _____

Date of receipt of RFP _____

Tech – 12: Description Of Approach, Methodology To Undertake The Assignment

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

A. Understanding of Scope, Objectives and Completeness of response

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

B. Description of Approach and Methodology:

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

C. Methodology to be adopted:

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

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

D. Staffing and Study Management Plan:

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

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

Tech 13: Proposed Work Plan

Week →						
Sequen ce of Study Activiti es / Sub Activiti es ↓	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Tech-14: Undertaking For Pending Judicial Proceeding

UNDERTAKING FOR PENDING JUDICIAL PROCEEDINGS

(On Bidder's Letter Head)

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

Tech-15: Undertaking For Ethical Conduct & Fraud Form

UNDERTAKING FOR ETHICAL CONDUCT & FRAUD

(On Bidder's Letter Head)

We hereby confirm and declare that we, M/s -----, in the three

(3) Financial Years immediately preceding the Proposal due date, have not:

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

Tech-16: Indicative list of Consumable (Rate to be provided by bidders)**(On Bidder's Letter Head)**

SL No.	Particular	Unit	Qty	Rate
1	Dry Mop Set	Nos.	1	
2	Dry Mop Refill	Nos.	1	
3	Wet Mop Set	Nos.	1	
4	Wet Mop Refill	Nos.	1	
5	Floor Squeegee-55 cm	Nos.	1	
6	Signages - JD	Nos.	1	
7	TASKI R1 Super (2x 5Ltr)	Ltr.	1	
8	TASKI R2 (2x 5Ltr)	Ltr.	1	
9	TASKI R6 (2x 5Ltr)	Ltr.	1	
10	ROZALEX (2x 5Ltr)	Ltr.	1	
11	Web Brush Round - for Fans, Cobwebs	Nos.	1	
12	Clip & Fit Mop Set	Nos.	1	
13	Window washer- 35cm	Nos.	1	
14	Window squeege-35cm	Nos.	1	
15	Hand Brush with aluminum handle	Nos.	1	
16	Scotch Bright	Nos.	1	
17	Toilet brush	Nos.	1	
18	Choke Pump	Nos.	1	
19	Hard Broom	Nos.	1	
20	Soft Broom	Nos.	1	
21	Mug	Nos.	1	
22	Bucket	Nos.	1	
23	Cotton Floor Duster	Nos.	1	
24	Garbage Bag (Big)	Kg	1	
25	Garbage Bag (Small)	Kg	1	
26	Hit Spray	Pc.	1	
27	Hand Gloves	Nos.	1	
28	Naphthalene ball	Kg	1	
29	Odonil - 75 gram.	Kg	1	
30	Room Air Freshener	Nos.	1	
31	Sani Cube	Pkt.	1	
32	Scotch Brite with Handle	Nos.	1	
33	Scraper Pati	Nos.	1	
34	Wheel Dust Bin 120 Ltr.	Nos.	1	
TOTAL				

Bidders need to quote the price for the above particulars in their technical bid. The rate provided by the selected bidder will be evaluated by the 'Consumables Consumption cum Rate Approval Committee'.

NOTE: Regarding all reference rates which are indicated in TECH-16 and not provided in the BOQ, the Authority will evaluate the average of such rates quoted by all the qualified bidders and adopt the same as 'Reference Rate' for each item.

Financial Proposal Submission Forms

Please refer to BOQ and submit rates as per the BOQ

Draft Contract

*[To be executed on stamp paper of requisite value]
The Draft Contract is generic in nature and will be modified and finalized before execution
of the Services Agreement with Selected Bidder*

COMPREHENSIVE FACILITY MANAGEMENT SERVICES CONTRACT BETWEEN [CLIENT]

AND

[•]

[COMPREHENSIVE FACILITIES MANAGEMENT SERVICE PROVIDER]

Date:

(On Stamp Paper)

SERVICES AGREEMENT

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

BETWEEN

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

AND

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

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

WHEREAS

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

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

In this Agreement, unless the context otherwise requires, the following capitalized terms, together with their respective grammatical variations and cognate expressions, shall have the meaning given to them as follows: **Affected Party** has the meaning given to it in Clause 21.1.

Agreement means this Comprehensive Facility Management Services Agreement.

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

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

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

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

AMC means annual maintenance contract.

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

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

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

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

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

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

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

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

but shall not include a change in any direct Taxes.

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

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

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

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

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

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

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

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

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

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

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

ESI means Employees State Insurance.

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

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

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

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

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

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

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

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

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

PF means provident fund.

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

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

SLA means service level agreements.

Scope of Work shall mean the activities and tasks to be performed by the CFMS Provider under this

Agreement to perform and complete the Services in accordance with Annexure [●], Applicable Laws and the terms of this Agreement.

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

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

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

2. Scope of Work

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

3. Mobilization, Effectiveness and Agreement Period

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

3.2 This Agreement shall remain valid for a period of 2 years from the Effective Date (Agreement Period).

4. Contract Price

4.1 The total price payable to the CFMS Provider for the provision of the Services under this Agreement for total contract period (2 Years) is _____ [in words] , inclusive of all Taxes except GST (as may be applicable) (**Cumulative Annual Comprehensive Facility Management Cost**). The cumulative amount of the Annual Comprehensive Facility Management Cost to be paid to the CFMS Provider for the entire Agreement Period shall represent the **Contract Price**.

In addition to the Annual Comprehensive Facility Management Cost, the Client shall also pay to the CFMS Provider, all costs incurred by the CFMS Provider in relation of the obligations under this Agreement.

4.2 AMC Charges

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

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

4.3 Cost of Consumables

- (a) An indicative list of consumables to be used in providing the Services is set out in Annexure

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

5. Terms of Payment

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

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

5.2 For each monthly invoice submitted by the CFMS Provider, the Client shall, within 7 days from the date of receipt of such invoice, either:

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

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

[●].....

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

6. Performance Bank Guarantee

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

7. CFMS Provider's Obligations

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

out herein. The CFMS Provider shall ensure that its employees and personnel deployed at the Facility shall adhere to the highest moral standards, consistent with the Client's policies, rules and regulations and shall be physically healthy and capable to carry out the Services to the satisfaction of the Client. The CFMS Provider shall also provide facilities and services for any other contractors engaged at the Facility as described in more details in Schedule [●].

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

the damage due to sun, rain, dampness, fire, theft etc., of all machinery, materials and equipment required for the provision of the Services.

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

7.12 Labor and Personnel

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

7.13 Service Level Agreement (SLA)

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

7.14 Conflict of Interest

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

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

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

(ii) Furthermore, the CFMS Provider shall comply with the Client's applicable procurement guidelines for procurement of goods, works or services (available on www.odisha.gov.in) pursuant to this Agreement.

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

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

c. Prohibition of conflicting activities

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

7.15 Safety

(a) The CFMS Provider shall be responsible for maintaining the safety of all structures on and persons at the Facility.

(b) In respect of all labor directly or indirectly employed in the performance of the Services, the CFMS shall, at its own expense, arrange for all safety provisions and facilities as per the Client's safety code framed from time to time.

7.16 Coordination

(a) The CFMS Provider shall also be responsible for co-ordination and management of delivery of services from AMC service providers, suppliers, other contractors, third party delivery agents, including ensuring safety compliance by such vendors, suppliers, contractors and agents. The CFMS Provider is required to monitor the delivery of service by such entities and shall provide the Client with a report in case of non-compliance with any requirements immediately.

(b) Within [30 (thirty)] days from the date of execution of this Agreement, the designated engineer / nodal department in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require an AMC (**AMC List**). The Client's decision with respect to the contents of the AMC List shall be final and binding. The AMC List will also specify the equipment for which there are existing AMCs executed by the Client.

(c) The CFMS Provider shall engage AMC service providers for the equipment and machinery for which there is no subsisting AMC, on terms and conditions beneficial to the Client, and in no event less favorable than market standard AMCs for the relevant equipment/machinery. Prior to entering into any AMC, draft copies each AMC (or renewals) shall be submitted to the Client by the CFMS Provider for its approval.

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

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

7.17 Additional Personnel

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

8. Obligations of the Client

8.1 Assistance and exemptions

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

8.2 Access to Facility

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

8.3 Change in Law

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

8.4 Services, facilities and property of Client

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

8.5 Statutory and regulatory compliances

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

9. Services Schedule

- 9.1 Within 7 days from the date of execution of this Agreement, the CFMS Provider shall prepare and submit to the Client a schedule according to which those aspects of the Services which can be planned/scheduled

are to be performed (**Services Schedule**). The Services Schedule shall also include the annual maintenance schedule of all equipment, machinery and systems (such as lifts, electrical works, power backup systems and water tanks). The Services Schedule shall be prepared in a manner so as to be consistent with the requirements set out in the RFP, the Scope of Work and this Agreement. If the Client has any comments on the Services Schedule, such comments shall be provided to the CFMS Provider not later than 7 days from the date on which the Services Schedule is submitted by the CFMS Provider. The CFMS Provider shall incorporate the Client's comments on the Services Schedule and shall, thereafter, submit a revised Services Schedule to the Client.

- 9.2 During the execution of the Services, the CFMS Provider shall also submit a revised Services Schedule which accurately reflects the actual progress of the Services, whenever the Services Schedule ceases to reflect actual progress or is otherwise inconsistent with the CFMS Provider's obligations under this Agreement.
- 9.3 The CFMS Provider shall deploy such number of personnel for carrying out the Services as described in **Annexure-5**.
- 9.4 The CFMS Provider shall coordinate with all equipment manufacturers or suppliers to rectify any defects in the equipment and systems installed at the Facility in order to minimize any downtime in this regard. The Client shall provide details of all equipment suppliers and original equipment manufacturers to the CFMS Provider, including details of any subsisting equipment warranties. When dealing with any supplier or original equipment manufacturer, the CFMS Provider shall ensure that it effectively manages any subsisting equipment warranties.

10. Authorized Representatives

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

11. Risk & Responsibility

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

12. Compliance with Applicable Law

- 12.1 The CFMS Provider shall ensure compliance with all Applicable Laws when performing the Services under this Agreement.
- 12.2 The CFMS Provider shall be responsible for compliance with and coverage of its employees under, all labor related Applicable Laws and schemes such as Employees State Insurance Scheme (ESI), Provident Fund (PF), Workmen's Compensation Act, Minimum Wages Act, Contract Labor (Regulation & Abolition) Act, etc., including any labor codes and rules which may replace these statutes or schemes. The CFMS Provider shall maintain proper records and documents of all statutory compliances in this regard and shall produce them to the Client's Representative as and when required.

- 12.2 The CFMS Provider shall obtain all requisite Government Approvals, including all relevant labor registrations, required to render the Services and shall furnish copies thereof to the Client's Representative as and when requested to do so.
- 12.3 The CFMS Provider shall be solely responsible for the payment all of wages and other statutory payments/legal dues to its staff and other personnel deployed under this Agreement. The payment of the Contract Price in accordance with Clause 4 of this Agreement shall be released by the Client only upon the CFMS Provider producing online PF & ESI deposit receipts for the preceding month.
- 12.4 The CFMS Provider shall provide first aid facilities at the Facility in accordance with Applicable Laws.
- 12.5 The CFMS Provider shall indemnify and hold harmless the Client its directors, employees, officers, advisers, representatives, personnel and Affiliates from and against all Claims and/or all losses incurred or suffered, including for Claims made by a third party, which arise in connection with the CFMS Provider's failure to comply with any labor related Applicable Laws. The Client may set-off any amounts due from the CFMS Provider pursuant to any indemnity claim under this Agreement against the payments due to the CFMS Provider under this Agreement.
- 12.6 The employees, staff and personnel of the CFMS Provider shall in no case be treated as the employees of the Client. Further, the Client is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the employees, staff and personnel of the CFMS Provider.

13. Indemnity

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

14. Limitation of Liability:

- 14.1 Without prejudice to any other terms and conditions as agreed between the Parties on the liability of the CFMS Provider, the aggregate liability of the CFMS Provider under this Agreement, shall not exceed the Contract Price.
- 14.2 The CFMS Provider agrees that the cap on the limitation of liability as set out in Clause 14.1 above shall not be applicable and its total liability to the Client shall be unlimited in respect of:
- (a) any Claim and/or Loss suffered and/or incurred by the Client on account of any harm, sickness, death or grievous bodily injury to the personnel of the Client or any third person, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;

- (b) any Claim and/or Loss suffered and/or incurred by the Client on account of any damage and/or destruction of the property of the Client and/or any third party, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
 - (c) any Claim and/or Loss suffered and/or incurred by the Client due to any fraud, misconduct or negligence of the CFMS Provider;
 - (d) any Claim and/or Loss suffered and/or incurred by the Client due to breach of Applicable Laws or terms and conditions of Government Approvals; and
 - (e) any amounts spent by the CFMS Provider on rectification/remedying any damage caused to the Facility (including any equipment, machinery, installations or other infrastructure at the Facility) by it, its employees, staff or personnel while undertaking the Services under this Agreement.
- 14.3 The CFMS Provider agrees and acknowledges that under no circumstances whatsoever shall the liability of the Client towards the CFMS Provider exceed the Contract Price agreed under this Agreement.

15. Sub-Contracting

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

16. Loss/ Theft / Damage

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

17. Insurance

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

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

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

- (a) The insurances taken by the CFMS Provider under this Agreement shall in no way affect, nor are they intended as a limitation of, the CFMS Provider's liability with respect to the performance of the Services.
 - (b) Any and all deductibles and all losses or damages in excess of the insured limits (unless expressly provided otherwise herein) in the insurance policies required by this clause shall be assumed by, and be to the account of the CFMS Provider, unless otherwise expressly stated in this Agreement.
 - (c) Any amendments to the terms of any insurance policy shall not be made without the approval of the Client.
 - (d) With respect to insurance claims, the CFMS Provider shall not give any release or make any compromise with the insurer without the prior written consent of the Client.
- 17.3 The insurance proceeds from the insurances taken by the CFMS Provider shall be promptly applied by the CFMS Provider towards repair, renovation, restoration or re-instatement, as the case may be, of the item which has been damaged or suffered a loss, if any, or applied towards reimbursement of the money already spent by the CFMS Provider towards repair, renovation, restoration or re- instatement of the item which has been damages or suffered a loss.

18. Liquidated Damages

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

19. Exclusion of Consequential Loss

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

20. Suspension

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

21. Transition of Services

21.1 Transition of Services

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

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

22. Termination

22.1 Termination by the Client

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

- (a) the CFMS Provider stops work for 30 days when no stoppage of work is shown on the Services Schedule and the stoppage has not been certified by the Client's Representative;
- (b) (i) the CFMS Provider is admitted into a corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016; (ii) the CFMS Provider has entered into liquidation or similar state; (iii) if any order is made for the compulsory winding up or dissolution of the CFMS Provider; (iv) if the CFMS Provider becomes unable to pay its debts; (v) if a receiver or administrator is appointed in respect of the CFMS Provider, its business and assets; or (vi) if any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the CFMS Provider's ability to fulfil its obligations under this Agreement is being undertaken.
- (c) The CFMS Provider fails to provide and/or maintain the PBG in accordance with this Agreement;
- (d) If the CFMS Provider has, in the judgment of the Client engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or is in breach of Clause 7.9 of this Agreement.
- (e) If the CFMS Provider fails to rectify, reconstruct or replace any defective work, equipment, installations, machinery or continues the execution of the work or Services in an inefficient, improper, un-workman like manner which is contrary to Good Industry Practice or the SLAs.
- (f) If the CFMS Provider is in material breach of any of its obligations under this Agreement;
- (g) If the cap on Liquidated Damages set out in Clause 18 has been breached; or
- (h) If the CFMS Provider is in breach of any of its representations and warranties under this Agreement.

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

22.2 Termination by the CFMS Provider

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

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

- (b) Any payment certified by the Client's Representative is not paid by the Client to the CFMS Provider within 60 days of the date of certification by the Client's Representative.

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

22.3 Consequences of Termination

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

22.4 Payment upon Termination

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

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

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

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

23. Force Majeure

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

23.2 Force Majeure Exclusions

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

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

23.3 Notice of Force Majeure Event

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

23.4 Effect of Force Majeure

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

24. Reduction in Scope

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

25. Governing Law, Disputes and Jurisdiction

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

26. Assignment

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

27. Representations and Warranties

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

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

obtained or maintained under all Applicable Laws to perform its obligations under this Agreement;

- (g) no agreements to be executed by it with any party other than the other Party shall have the effect of amending or modifying this Agreement;
- (h) it is not in conflict with or result in any material breach or default under any agreement, instrument, regulation, license or authorization to which it is a party and /or is binding upon it or any of its assets;
- (i) it is not in conflict with or result in any material breach or default under any agreement, instrument, regulation, license, or authorization to which it is a party and /or is binding upon it or any of its assets; and
- (j) it has the financial capability to undertake its obligations under this Agreement.

28. Confidentiality

- 28.1. The terms and conditions of this Agreement and non-public information (including without limitation technical, industrial, operational, financial and commercial information) exchanged by the Parties by virtue of this Agreement (Confidential Information) shall be kept strictly confidential. The receiving Party shall use the Confidential Information only as required for the full and complete performance of this Agreement and shall limit the disclosure of such Confidential Information to: (i) its representatives, personnel, employees or agents who have a need to know such Confidential Information for the performance of their obligations under this Agreement; (ii) its auditors in the framework of their ordinary auditing competences; (iii) to legal and technical advisors, to the extent required for finalization and execution of this Contract; and (iv) with respect to Client, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions, provided that, the recipients of the Confidential Information shall also be bound in writing by confidentiality terms no less restrictive than those contained in this Clause 25.
- 28.2 The confidentiality obligation shall not apply to any disclosure of information: (i) that is in or enters the public domain through no fault of the receiving Party; (ii) that was in the possession of the receiving Party prior to receipt under this Agreement (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required under Applicable Law or through an order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible. In the event of a disclosure required under Applicable Law or pursuant to an order of a Government Authority, the disclosing Party shall use all reasonable efforts and co-operate with the other Party's efforts to obtain confidential treatment of the material so disclosed.
- 28.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.
- 28.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of this Agreement and shall certify in writing that it has done so.
- 28.5 Confidential Information disclosed shall be and remain the property of the disclosing Party.
- 28.6. This Clause 26 shall be binding on both the Parties for a period of [2 (two)] years from the Effective Date and shall survive the termination of this Agreement.

29. Miscellaneous

29.1. Survival

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

29.2. Waiver

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

29.3. Maintenance of Accounts

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

29.4. Severability

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

29.5. Costs

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

29.6. Entire Agreement

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

29.7. Partnership

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

Any rule of interpretation interpreting contracts against a Party primarily responsible for drafting the

Agreement shall not be applicable.

29.8. Counterparts

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

29.9. Recovery of sums due

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

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

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

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

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

Signature _____

(Client)

Signature _____

(Authorized representative of Comprehensive Facilities Management Service Provider) Witnesses:

On behalf of Client

- 1.
- 2.

On behalf of Comprehensive Facilities Management Service Provider

- 1.
- 2.

Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE FORMAT

To,

**District Tourist Officer
Tourism Division Office, Koraput,
At/Po/PS-Koraput, District-Koraput,
Pincode-764020**

B.G. No. [] Dated:

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

IN FAVOUR OF:

District Tourist Officer, (hereinafter referred to as the Client, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns), represented by the [INSERT DESIGNATION OF AUTHORIZED REPRESENTATIVE].

WHEREAS (Name and address of the CFMS Provider) (hereinafter called “the **CFMS Provider**”) has undertaken, in pursuance of RFP No _____ dated _____ for “**Selection of Consultant for providing Comprehensive Facility Management Services for various tourist destinations of Koraput District.**” (hereinafter called the **RFP**) to perform comprehensive facility management services subject to, and in accordance with, the provisions of the Services Agreement executed between the CFMS Provider and the Client (**Services Agreement**).

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

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

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

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

genuineness, validity, regularity or enforceability of the Services Agreement or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the CFMS Provider or any change in ownership of the CFMS Provider or any purported assignment by the CFMS Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

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

- laws affecting the enforcement of creditors' rights generally and by general equitable principles;
- (iii) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any applicable law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
 - (iv) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (v) the Bank is not suffering from any act of insolvency.
 - (k) If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Client to replace the invalid, illegal or unenforceable provision.
 - (l) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guaranteed Amount and unless a demand or claim in writing is made by the Client on the Bank under this Guarantee, during the Guarantee Period, all rights of Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
 - (m) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
 - (n) The Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the CFMS Provider for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by the Client in accordance with the Services Agreement.
 - (o) This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Services Agreement.

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

.....

(Signature of the authorized officer of the Bank)

..... **Name and designation of the officer**

.....

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

Annexures

Annexure – 1: Bid Submission Checklist

Section	Submitted (Y/N)	Page No.
Filled in Bid Submission Check List (Annexure 1)		
Bid Security/ EMD (₹ 3.1 LAKHS in online mode only)		
TECH-1: Covering Letter		
TECH-2: General Details of the Bidder		
TECH-3: Financial Capacity of the Bidder		
TECH-4: Power of Attorney		
TECH-5: Bidder's Past Experience		
TECH-6: Undertaking for Non-Blacklisting		
TECH-7: Conflicting Activities & Declarations		
TECH-8: Commitment for Proposed Equipment & Material		
TECH-9: Proposed Technical Manpower Deployment Plan		
TECH-10: Quality Control Mechanism		
TECH-11: Non-Collusion Certificate		
TECH-12: Description of Approach & Methodology		
TECH-13: Proposed Work Plan		
TECH-14: Undertaking for Pending Judicial Proceeding Form		
TECH-15: Undertaking for Ethical Conduct & Fraud Form		
TECH-16: Indicative list of Consumable (Rate to be provided by bidders)		

Undertaking:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure 2: Minimum Manpower Requirement

	Particulars	Shifts (3 Shifts of 8 Hrs each)				Total Strength
		Gen 10 AM - 6 PM	I 6 AM - 2 PM	II 2 PM - 10 PM	III 10 PM- 6 AM	
1	Management Team					
HS	Team Leader	4				4
						4
						Sub-total
2	Security Team					
S	Drone Operator	2				2
SS	Security Personnel		6	6	6	18
						20
						Sub-total
3	Sanitation & Gardening Team					
S	BoV Drivers		4	4		8
SS	Swachhata Supervisors		4	4		8
US	Sanitation Workers		20	20		40
US	Gardener		4	4		8
						64
						Sub-total
A		TOTAL MANPOWER				88

Note:

1. HS-Highly Skilled; S-Skilled; SS-Semi-Skilled; US-Un-Skilled. Please refer Notification No. 6432/LC, Bhubaneswar, dated 30.09.2024 of the Office of the Labour Commissioner: Odisha for Minimum Wages. Bidder Quoting below Minimum Wages will not be evaluated.

2. This is an indicative manpower list; Client may reduce or increase the deployment as per the requirement upon the agreed terms and conditions.

Annexure 3: Indicative list of Key Tools & Equipment to be deployed by the CFMS

1. Indicative House Keeping Tools / Equipment

All tools and equipment to be used by the CFMS provider should be modern and efficient in order to ensure the highest level of safety and efficiency of services.

Sr. No.	Name of Tools	Make/Brand
1	Single Disc Scrubbing Machine	Comac/ Karcher// Eureka Forbes
2	Wet and Dry Vacuum cleaner	Johnson Diversey/ Eureka Forbes/IPC / Alano/ Vacumat
3	Lawn Mower	Kass or any reputed brand

Note:

1. The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work as per the Scope mentioned in RFP.
2. The cost of all housekeeping tools & equipment as required shall be considered in the commercial bid and will not be reimbursed.
3. Since large areas are involved, use of mechanized cleaning should be adopted.
4. The required numbers of T&P and their usage are to be assessed by the bidder through on-site inspection.

2. Indicative Garden Tools & Equipment

Sl.No.	Description
1	Spade
2	Plant cutter
3	Digger
4	Water PVC Pipe
5	Ghamela
6	Pin
7	Khanda

Note:

1. The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work as per the Scope mentioned in RFP.
2. The cost of all gardening tools & equipment as required shall be considered in the commercial bid and will not be reimbursed.
3. Since large areas are involved, use of mechanized cleaning should be adopted.
4. The required numbers of T&P and their usage are to be assessed by the bidder through on-site inspection.

Annexure 4: Indicative List of Consumables

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the CFMS in his proposal. The CFMS shall use consumables of the reputed brands as per the requirement and direction of the Authority. The tentative list of consumables are as follows:

- i. Dry Mop Set
- ii. Dry Mop Refill
- iii. Wet Mop Set
- iv. Wet Mop Refill
- v. Floor Squeegee-55 cm
- vi. Signages - JD
- vii. TASKI R1 Super
- viii. TASKI R2
- ix. TASKI R6
- x. ROZALEX
- xi. Web Brush Round - for Fans, Cobwebs
- xii. Clip & Fit Mop Set
- xiii. Window washer- 35cm
- xiv. Window squeege-35cm
- xv. Hand Brush with aluminum handle
- xvi. Scotch Bright
- xvii. Toilet brush
- xviii. Choke Pump
- xix. Hard Broom
- xx. Soft Broom
- xxi. Mug
- xxii. Bucket
- xxiii. Cotton Floor Duster
- xxiv. Garbage Bag (Big)
- xxv. Garbage Bag (Small)
- xxvi. Hit Spray
- xxvii. Hand Gloves
- xxviii. Naphthalene ball
- xxix. Odonil - 75 gm.
- xxx. Room Air Freshener
- xxxi. Sani Cube
- xxxii. Scotch Brite with Handle
- xxxiii. Scraper Pati
- xxxiv. Wheel Dust Bin 120 Ltr.

Note: The lists shown are not exhaustive lists and the bidder, if required, may add based on their assessment of work as per the Scope mentioned in RFP.

Annexure 5: Financial Bid Format

Financial bid format Comprehensive Facility Management Services for various tourist destinations of Koraput district.					
Sl No	Nature of services	Category of labour	Rate per Month	Total No	Amount
A	Management Services				
i.	Team Leader	Highly Skilled			
Total of A(Rs)					
B	Security Services				
i.	Drone Operator	Skilled			
ii.	Security Personnel	Semi Skilled			
Total of B(Rs)					
C	Sanitation and Gardening Team				
i.	Bov Drivers	Skilled			
ii.	Swachata Supervisour	Semi Skilled			
iii.	Sanitation workers	Unskilled			
iv.	Gardener	Unskilled			
Total of C(Rs)					
D	Transport and disposal of the garbage				
E	Disinfectant Expenses				
F	T&P				
Total of A+B+C+D+E+F					
Agency Charges (should not be less than 3.85% or above 7%) of the total cost					
Amount quoted					

The quoted labour rate shall not be below than the prescribed labour rate of the state government