



CUTTACK

Tender Document for

**Selection of Service Providers for Facility
Management Services (FMS)**

[Tender No.54 Date:20/12/2023]

**Issued By:
District Administration, Cuttack- 753002
Odisha**

Contents

Disclaimer	4
1. Invitation for Proposal	5
2. Schedule Bidding Process	5
3. Introduction.....	6
3.1 Background.....	6
3.2 Brief Description of Bidding Process	6
3.3 Pre-Bid Conference:.....	6
4. Scope of the Project.....	7
5. Broad Description of Facility Management.....	9
6. Key clauses of Service Agreement	13
6.1 Materials, Machinery & Equipment.....	13
6.2 Labour.....	14
6.3 Compliance with Labour Regulations	14
6.4 Insurance	15
6.5 Safety.....	15
6.6 Liquidated Damages	15
6.7 Cost of Repairs	15
6.8 Manuals & Registers.....	15
6.9 Force Majeure.....	16
6.10 Termination	16
6.11 Payment upon Termination	17
6.12 Obligations of Facility Management Contractor.....	18
6.13 Obligation of the Client.....	19
Assistance and exemptions	19
Access to Land	19
Change in Applicable Law related to taxes and duties	19
Services, facilities, and property of Client	19
Payment.....	19
Payment for manpower resource.....	
Miscellaneous Cost	
Basic Utilities.....	19
Statutory and regulatory compliances	20
Extension/Renewal of Contract.....	
Escalation of Manpower Cost	
7. Instructions to Bidder.....	20
7.1 General Terms of Bidding.....	20
7.2 Acknowledgement by Bidder:	21
7.3 Cost of Bidding.....	22
7.4 Verification and Disqualification:.....	22
7.5 Amendment of Tender.....	23
7.6	
7.7 Proprietary data:.....	23

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

7.8	Language, Format and Signing of Bid:	23
7.9	Validity of Bid:	26
7.10	Confidentiality:.....	26
7.11	Correspondence with Bidder:	26
7.12	Earnest Money Deposit (EMD)	26
8.	Evaluation of Bids.....	27
8.1	Bid Evaluation Committee	27
8.2	Overall Evaluation Process	28
8.3	Pre-Qualification Proposal Criteria	29
8.4	Selection Procedure	31
8.5	Evaluation of Technical Bid:	31
8.6	Technical Evaluation Criteria.....	32
8.7	Evaluation of Financial Bid:	33
8.8	Selection of Bidder	34
8.9	Contacts during Bid Evaluation.....	34
8.10	Signing of Contract.....	34
8.11	Failure to agree with the Terms & Conditions of this Tender:.....	35
8.12	Performance Bank Guarantee	35
8.13	Execution of Agreement	36
8.14	Commencement of Agreement.....	36
8.15	Proprietary Data:	36
9.	Service Level Agreement (Operations)	37
9.1	Daily services:	37
9.2	The FMS shall perform the basic duties as follows:	38
9.3	Payment.....	45
9.3.1	Monthly Invoice	45
	Annexure I: Covering Letter (On the Letterhead of the applicant)	49
	Annexure II: Request for Clarification	50
	Annexure III: Pre-Qualification Proposal Criteria.....	51
	Annexure IV: Details of Bidder.....	54
	Annexure V: Power of Attorney (On stamp Paper).....	55
	Annexure VI: Non-Blacklisting declaration	56
	Annexure VII: Self-declaration for Non-Performance	57
	Annexure VIII: Technical capacity of the Bidder.....	58
	Annexure X: Financial capacity of the bidder	61
	Annexure XI: Format for Financial Proposal	62

Disclaimer

The information contained in this document or subsequently information provided to Bidder(s), whether verbally or in documentary or any other form, by District Administration, Cuttack or any of its employees or advisors are provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor invitation by District Administration, Cuttack to the prospective Bidder or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this tender. This tender may not be appropriate for all persons, and it is not possible for District Administration, Cuttack, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements, and information contained in this document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this document and obtaining independent advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. District Administration, Cuttack accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

District Administration, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. District Administration also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. District Administration may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

The agency 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 District Administration, or any other costs incurred in connection with or relating to its response. All such costs and expenses will remain with the Bidder and District Administration, Cuttack shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an agency in preparation or submission of the response, regardless of the conduct or outcome of the tender Process.

1. Invitation for Proposal

District Administration, Cuttack hereby invites bidder, for “**Facility Management Service (FMS) providers (agencies) for Baranga (Trisulia) Ama Bus Stand (ABS), Cuttack**”. Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on <https://Cuttack.nic.in> for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD).

- i. A three-stage selection procedure shall be adopted as stipulated in this Tender.
- ii. Bidder(s) (authorized signatory) shall submit their offer for preliminary qualification, technical qualification, and financial proposal. Tender processing fees and Earnest Money Deposit (EMD) should be paid by the bidder as per instructions provided in the bidding document.
- iii. Bidder(s) are requested to submit the complete bid proposal, Tender fee and EMD, well in advance in time to avoid any other unforeseen problems.

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of Tender Notice	20/12/2023
2	Downloading of Tender document in website	20/12/2023
3	Last date & time for Submission of Queries / Clarification	27/12/2023 (5:00 PM)
4	Response to Queries / Clarification	27/12/2023
5	Last date for Bid Submission	04/01/2024 (5:00 PM)
6	Place of submission of proposals: (By Speed Post/Courier Service)	Office of the District Manager, OSRTC Office, Badambadi, Cuttack-753009
7	Date and time for opening of technical / financial bids	05/01/2024 (04.00 PM)

3. Introduction

3.1 Background:

District Administration, Cuttack outlines the overall requirements for establishing efficient and safe public bus transportation services amenities in the Cuttack District of Odisha. District Administration Cuttack is the **“Tender Issuing Authority”** or **“TIA”**.

For a better public convenience and to upkeep Ama Bus Stand assets, District Administration Cuttack intends to on board FMS agencies through this Tender. The objective of this tender is to have a ready list of suitable and competent FMS agencies for Ama Bus Stand works so as to minimize the requirement of verification of their credentials at the time of individual tenders.

Tender proposals (validity of Tender shall be for 90 days) for FMS are invited for a period of 2 years* (it can be extended for additional years after satisfactory completion of the 2nd year of business from the date of issue of the work order) from a Company (the "Single Entity") incorporated under (Indian) Companies Act, 1956/ 2013. The proposal shall be accepted as per the terms and conditions attached.

- A. The selected service provider requires to provide manpower and services for the FMS. The service area shall be amended as per requirement pertaining the District Administration as and when applicable.
- B. District Administration intends to Onboard Bidder through an open competitive bidding process in accordance with the procedure set out herein.

3.2 Brief Description of Bidding Process:

The TIA has adopted a three Stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves 3 envelope selection procedures, Pre-qualification of interested Bidders, Technical Qualification in accordance with the provisions of this Tender and Financial Bid. The TIA shall only open the financial bids of the Qualified Bidder.

- I. The Applicant shall pay to the TIA a non-refundable sum of **INR 10,000/-** (Rupees Ten Thousand only) + GST (18%), as **‘Tender Processing Fee’**.
- II. The details of the Bid submission are mentioned in this Tender.
- III. The validity of Bid shall be as specified in this Tender.
- IV. In terms of the Tender, a Bidder will be required to deposit, along with the Bid, Tender Processing Fee as specified in this Tender & Earnest Money Deposit (EMD) in accordance with this Tender.

3.3 Pre-Bid Conference:

- Bidder requiring any clarification on the Tender may send in their queries to District Administration on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably .doc and .xls both. District Administration, Cuttack shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website <https://Cuttack.nic.in>.
- District Administration Cuttack shall endeavor to respond to the questions raised or

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

clarifications sought by the Bidder. However, District Administration Cuttack reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing shall be taken or read as compelling or requiring District Administration Cuttack to respond to any question or to provide any clarification.

- District Administration Cuttack may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by District Administration Cuttack shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by District Administration Cuttack, or its employees or representatives shall not in any way or manner be binding on District Administration Cuttack.
- In case of any clarification/ queries, the person to be contacted is as under:

**District Manager,
OSRTC Cuttack,
Odisha-753009**

4. Scope of the Project

- The Service Provider shall provide facility management Services at New Bus Stand of the Cuttack Districts. The Service Provider shall deploy the following Facility Management personnel at Head Office, Depot, bus stands and commercial establishments.

Sr. No.	Name/ type of services	Contract period	Location
1	Housekeeping services: Cleaning & Sweeping, Garbage collection & Disposal, Pest Control and Garden & Park maintenance. Ensure that all the waste generated at the stalls catering food, beverages, drinking water etc will be segregated and stored at site in separate containers dedicated for storage of Biodegradables and non- biodegradable wastes.	2 (Two) Years (*Extendable on year-to-year basis subject to assessment of the performance of the Service Provider)	Baranga (Trisulia)
2	Garden & Park Maintenance: Lawn maintenance, manual watering, replacement of damaged grass, cutting of trees, shrubs, and hedges in and around garden/park.		
3	Maintenance Services: Electrical Maintenance, Civil Maintenance, Service Provider shall deploy manpower across all the offices / areas mentioned with required skill sets to carry out the scope of work pertaining to Maintenance services.		
4	Asset Management Services: Proper upkeep and safety of the parking area, providing Security services and Collect parking fees, collect the rent price, handle tenant complaints and issues, carry out property maintenance, handle evictions and move-out process, and additional Support Services as and when required.		

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

4.1 The Service Provider shall deploy the following facility management personnel at the areas mentioned.

- a. Facility Management workers (Unskilled, semi-skilled, skilled and highly skilled categories)
- b. Site co-ordinator (FMS) /Supervisors
- c. Any other Support Staff

Details of manpower requirement:

Job Description/ Worker Details	No. of required manpower
Security Supervisor	1
Parking Fees Collector	5
Security Guard	11
Sweeper Supervisor	1
Sweeper/Cleaner	15
Gardener	1
Electrician	1
Plumber	1
Total manpower required = 36 Persons	

4.2 The deployment of FMS shall be as per instructions by the District Administration. District Administration shall have the liberty to increase/decrease the deployment of personnel as well as shift to other place of working. Service Provider will have to deploy the personnel at the designated areas/new areas as decided by District Administration immediately.

4.3 The facility management personnel so deployed will be under obligation to discharge any other facility management duty as required by the District Administration or their Officers in charge.

4.4 The Service Provider shall be held responsible for conduct, deeds of its facility management personnel deployed.

4.5 All facility management personnel deployed by the Service Provider shall at all point of time continue to be the employees of the Service Provider for all purposes and the Service Provider shall employ and maintain the facility management personnel at its own cost and expenses and shall:

- Keep the facility management personnel and its registers/roll, pay their salaries/wages through Bank including all statutory payments allowances and meet their cost of safety/health & other equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (If applicable) Gratuity, Bonus and all other payments under the Labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Service Provider will ensure that no Central and State laws of any kind including Labour law and administrative instructions / advisories of State and Central government are violated in any manner.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- Provide to the facility management personnel uniforms free of cost without recovery from them. The clothes worn by the facility management personnel while on active duty shall be such that it would not hamper in his efficient performance. It will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every facility management personnel, while on duty, will wear and display the photo identity card issued on the outer most garment above waist level in a conspicuous manner.
- The selected Service Provider shall ensure submission of all statutory monthly/weekly / half yearly/Annually returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to District Administration along with payment particulars. If the selected Service Provider fails to comply and effect payment to the aforesaid competent authorities, then District Administration shall be at liberty to withhold payment of invoice till payment to the competent authority by the selected Service Provider. But the District Administration is in no way liable for these lapses on part of the selected Service Provider.

4.6 Scope of services

- i. Integrated Facility Management Services of Building & Premises
- ii. Operation & Maintenance of Utilities, Services, and Furniture
- iii. Housekeeping of Building & Premises
- iv. Solid Waste Collection, Segregation and Disposal
- v. Pest Control of Building, Premises & Landscaping area
- vi. Operation & Maintenance and General Administration of all equipment
- vii. Liaison with local and state authorities
- viii. Value Engineering for better services and cost reduction.
- ix. External facades and Atrium shall be cleaned and properly maintained at a frequency of 15 days. (Service provider shall furnish detailed methodology for cleaning and maintenance of the same)

5. Broad Description of Facility Management

This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including of Ama Bus Stand in the Facility as per the satisfaction of client / end user.

Operation & Maintenance for the equipment / artefacts etc. will be carried out as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals of the equipment's deployed/provided by the Contractor/Project Management Service Provider (PMSP).

The scope of work broadly includes the operation, maintenance and management of Ama Bus Stands operations as described in this contract for the Project Facility. The FMS will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. The Facility Management Contractor (FMS) will be directly reporting to the officer authorised by the Client. The FMS shall deploy the adequate

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

manpower and equipment's as per the requirement.

This document describes the work to be carried out under the Facility Management Services for and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

The Broad Scope of services required as below.

- A. Housekeeping & Maintenance services
- B. Cleaning & Sweeping services.
- C. Gardening & landscaping Services
- D. Security Services

5.1 Facility Management Services

The scope of work for facility management services is broadly divided into following categories:

5.1.1 Operation:

- i. Day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. Preservation of machinery, building and services in good operating condition.
- iii. Daily / periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMS.
- iv. Procure and store adequate stock of fuel, consumables, material, machinery, and equipment's etc. for unhindered daily operations of the facility at its own cost.
- v. Day to day repairs required in the entire complex under the maintenance of FMS.

5.1.2 Management:

- i. Co-ordination with Contractors for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.
- iii. Supervise, administer, and certify works of Main Contractors/PMSP/ Vendors / Suppliers / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- iv. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- v. Biometric Attendance system should be installed at the working place by the agency for overall management of services.
- vi. Co-ordination (with District Officials) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the client / end user. The FMS shall maintain the service levels and maintain minimum manpower.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

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

5.1.3 Operation Services

A. Housekeeping & Maintenance services:

Cleaning & Sweeping, Garbage collection & Disposal, Pest Control and Garden & Park maintenance. Ensure that all the waste generated at the stalls catering food, beverages, drinking water etc. will be segregated and stored at site in separate containers dedicated for storage of Biodegradables and non- biodegradable wastes.

B. Garden & Park Maintenance:

Lawn maintenance, manual watering, replacement of damaged grass, trees, power plants, shrubs, and hedges in and around garden/park.

C. Maintenance Services:

Electrical Maintenance, Civil Maintenance, Service Provider shall deploy manpower across all the offices / areas mentioned with required skill sets to carry out the scope of work pertaining to Maintenance services.

D. Asset Management Services:

- Integrated Facility Management Services of Building & Premises
- Operation & Maintenance of Utilities, Services, and Furniture
- Housekeeping of Building & Premises
- Solid Waste Collection, Segregation and Disposal
- Pest Control of Building, Premises & Landscaping area
- Operation & Maintenance and General Administration of all equipment
- Liaison with local and state authorities
- Value Engineering for better services and cost reduction.
- External facades and Atrium shall be cleaned and properly maintained at a frequency of 15 days. (Service provider shall furnish detailed methodology for cleaning and maintenance of the same)

E. Housekeeping Services – Broad Outline:

- To ensure the clean ambience of the premises.
- Staffing as per Scope of Work to ensure optimum service as per scope of work.
- Preparation and submission of various checklists/Inspections reports as schedules in the approved formats.
- Activity reports regarding works handled.
- Uniforms & Identity cards.
- All statutory obligations such as PF, ESI, Minimum Wages, etc.
- Provide necessary and adequate equipment and implements to ensure optimum service as per scope of work.
- Adequate training of staff especially any specific requirements for this building (e.g., the

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Jalli cleaning, roof cleaning).

F. Garden & Landscape Maintenance:

- **MAINTENANCE:** The service provider shall maintain all planted areas in stretch for the contract. Maintenance shall include watering, weeding, aeration of plants, manuring (organic and inorganic), control of insect's fungus and other diseases, pruning adjustments and repairs of stacks, anchors etc.
- **WATERING:** For every tree sapling minimum of 20 liters of water should be provided on every alternate day.
- **WEEDING:** Weeds should be removed with their roots and dumped away from planted areas. In some seasons frequent weeding will be necessary and weeding should be continued until the trees are large enough to avoid being smothered.
- **HOEING OR FORKING:** Surface soil around the plants shall be loosened up to 150mm and turned inside out, to keep it porous and improve moisture retention capacity as and when required.
- **PEST AND DISEASE CONTROL:** Whenever mechanical or chemical control methods are followed advice from Site In-charge should be sought to detect the actual disease.
- **MANURING:** Only well decayed and fully decomposed organic manures shall be used. Quantity of organic manure and their frequency of application would depend on type of soil, however regular manuring in small doses should be done once in three months, instead of casual.

G. Electrical Maintenance Service:

Clean equipment thoroughly after each use.

- Always switch off at the mains before connecting or disconnecting attachments to equipment or cleaning the machinery.
- Handle plugs without touching pins.
- Visually check equipment for faults both before and after use.
- Report any faults to electrical equipment to the supervisor and not use the equipment if faulty. A broken/faulty machine should be removed to the store area and arrangements made for its return to the engineering workshop.
- Ensure that his/her hands are dry when touching electrical sockets or plugs.
- Never allow cables to become taut at ankle height.
- Ensure that cables are not trailing across corridors or traffic ways.
- Ensure that equipment does not clutter up corridors, block fire escapes, or fire escape routes.
- Always use caution signs when carrying out cleaning duties.

H. Asset Management Services:

- Supervise vendor services and contract administration as it pertains to property management.
- Administer leases and enforce tenants' leasehold obligations.
- Collect and monitoring parking fees.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- Field tenant work order calls, dispatch, and follow up as appropriate.
- Log all tenant maintenance requests for future reference.
- Handle tenant relations.
- Collect monthly rental and other fees from tenants.
- Perform periodic property valuations/appraisals.
- Report financial information to District Administration.
- Provide and Oversee security for Ama Bus Stand property.

I. Manpower:

- To provide and maintain efficient engineering services in the premises by deploying enough trained experienced and competent technical personnel.
- Necessary training to staff will be provided by Service Provider on site as per the schedule prepared well in advance and as and when required in between.
- It will be responsibility of service provider to collect solid waste and dispose the non-recyclable part in the designated land fill site.
- Carry out day to day activities that include operations and monitoring of utility services equipment, logging of all related parameter pertaining to the equipment, assessing the data, and initiating necessary actions depending on the analysis of data/records.
- Carry out maintenance services at specified intervals as per the OEM service / operations manuals.
- Coordinate with AMC contractors for scheduled and break down maintenance & follow up as required. Continuous efforts will be made to minimize the down time of equipment. Payment to the AMCs shall be made by District Administration directly.
- The manpower should be trained in soft skill and good manners. The manpower shall maintain good hygiene, cleanliness, and clean uniforms& Shoes.
- Monthly Pay-data shall be submitted to the District Administration by the service provider for each month on or before 3rd day of the next months with necessary proof of attendance, SLA, all statutory requirements like Minimum wages, PF, ESIC will be met with.
- To provide and maintain an efficient material management system.
- Service Provider shall monitor the stock and regularly maintain material & consumables based upon the inventory levels as per the site requirement.

6. Key clauses of Service Agreement:

6.1 Materials, Machinery & Equipment

The FMS shall arrange and supply at their own cost all materials, machineries, equipment's, tools, appliances, implements, ladders, cordages, scaffoldings, water and power supply or for their job requirement and other tool works for effective execution of their work, whether original, altered substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Client as to any matter which under these

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.

The FMS shall bear all the costs including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.

All the material brought to the site shall be duly accounted for by the contractor and insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Client. The Client may summon the complete record of the procurement of materials from the service provider at any time if needed. At site, the material shall be accounted in a manner prescribed by Client in writing.

The material procured by the service provider shall be strictly according to the specification of that material conforming to ISI standard or any other approving Client as applicable.

Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in Charge to remove the material.

The material procured by the service provider shall be strictly according to the specification of that material conforming to ISI standard or any other approving Client as applicable and same shall be handover to Store in charge/Housekeeping in charge of the concern authority of District Administration before commencement of next month.

6.2 Labour

The FMS shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The FMS shall, if required by the Client, deliver to the Client a return in detail, in such form and at such intervals as the authorised officer of Client may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Client may require.

6.3 Compliance with Labour Regulations

During continuance of the contract, the FMS shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local Client and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local Client.

The FMS shall keep the Client indemnified in case any action is taken on the Client by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Client is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Client shall have the right to deduct any money due to FMS, including his amount of performance security. The Client shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage

suffered by the Client.

The employees of the FMS in no case shall be treated as the employees of the Client at any point of time. Further the Contract does not bind Client for absorbing the employees, contractors and

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

consultants of the FMS as its employees at any point of time during the contract term or beyond that.

6.4 Insurance

The FMS shall provide, in the joint names of the FMS Agency, insurance cover from the Start Date to the end of the Maintenance Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risk:

- a) loss of or damage to the Works, Plant and Materials.
- b) loss of or damage to Equipment:
- c) loss of or damage of property (except the Works, Plant, materials, and Equipment) in connection with the Contract: and
- d) Personal injury or death.

Policies and certificates for insurance shall be delivered by the FMS to the Client for the Client's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

Alterations to the terms of insurance shall not be made without the approval of the Client.

Both parties shall comply with any conditions of the insurance policies.

6.5 Safety

The FMS shall be responsible for maintaining the safety of all activities on the site.

In respect of all labour directly or indirectly employed in the work for the performance of the FMS's part of this contract, the FMS shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

FMS is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors; therefore, for ensuring safety compliance by them, FMS is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

6.6 Liquidated Damages

The FMS shall pay liquidated damages to the Client at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Client may deduct liquidated damages from payments due to FMS. Payment of liquidated damages does not affect FMS's.

In case of continued default or repetitive non-performance at regular intervals, Client may go on enhancing the levy of liquidated damages, each time limited to 1% of contract price per month of further default subject to maximum limit of 10%.

6.7 Cost of Repairs

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

6.8 Manuals & Registers

The FMS shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

If the FMS does not submit the asset register at the end of the contract period or they do not receive the Client's approval, the Client reserves the right to withhold the final bill payable to the FMS.

6.9 Force Majeure

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

(A) Non-Political Events

- Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- Radioactive contamination, ionizing radiation.
- Epidemic, famine.
- An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- Strikes or boycotts or industrial action or any public agitation of any kind.
- Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Event

- Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied.
- Expropriation or compulsory acquisition by any Competent Client of the Project or part thereof or any material assets or rights of the FMS; provided the same has not resulted from an act or default of the FMS or such person.
- The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension if facts justify.

6.10 Termination

The Client may terminate the Contract that the agreement could be terminated only in the event of breach of contract by FMS Agency, hence the 60 days' notice in writing shall only be served by the Client and not by either party clearly mentioning the particular grounds of Breach of Contract with a copy to the FMS Agency.

Fundamental breaches of Contract include, but shall not be limited to the following:

a) Breach of contract by FMS

- i. the FMS stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- ii. the FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMS fails to correct it within a reasonable period determined by the authorized representative of the Client.
- iv. the FMS does not maintain a Performance Security which is required.
- v. the FMS has delayed the completion of works by the number of days for which the maximum number of liquidated damages can be paid as defined in the Contract data.
- vi. If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the FMS is a partnership firm or any other such legal entity having more than one constituent, the FMS shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/extent of partnership or other interest of the original constituents of the FMS shall not be diluted or varied during the subsistence of Contract.
- viii. The FMS shall not engage the services of any Sub-FMS for the purposes of discharging entire obligation under the Contract without approval of the Client.
- ix. If the FMS, having been given a notice in writing by the Client, fails to rectify, reconstruct, or replace any defective work or continues the execution of work in an inefficient, improper, unworkman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the FMS commits any acts of defaults with respect to conditions of contract.

6.11 Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the FMS, the authorized representative of the Client shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the FMS, the difference shall be a debt payable to the Client. No Compensation for Alteration in or Restriction in Works.

If at any time, after the commencement of the work the Government, for any reason whatsoever, does not require the whole Work or part thereof to be carried out, the authorized representative of the Client shall give notice in writing of the fact to the FMS, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

6.12 Obligations of Facility Management Contractor

General

A. Standard of Performance

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

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

B. Conflict of Interest

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

FMS not to benefit from commissions discounts, etc.

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

FMS and affiliates not to be otherwise interested in Project.

The FMS agrees that, during the term of this Contract and after its termination, the FMS and any entity affiliated with FMS, shall be disqualified from providing goods, works or services (other than the services under FMS and any continuation thereof) for any project resulting from or directly related to the FMS for the implementation of the project.

Prohibition of conflicting activities

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

C. Confidentiality

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

D. Liability of the FMS

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

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

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

6.13 Obligation of the Client

Assistance and exemptions

Client shall assist the FMS and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work. Such assistance shall not be considered as Client's obligation.

Access to Land

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

Change in Applicable Law related to taxes and duties.

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

Services, facilities, and property of Client

The client shall make available to the FMS and the Personnel, for the purpose of the Services and free of any charge, the services, facilities, and property described in the Scope of Work.

Payment

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

Basic Utilities

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

Statutory and regulatory compliances

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

7. Instructions to Bidder

7.1 General Terms of Bidding

- A Bidder is eligible to submit only one Bid for the Project as per the formats given in Annexures.
- Bid documents are being provided only as preliminary reference document by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should submit a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this Tender and all attached documents are and shall remain the property of the TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any share holder thereof) having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.
- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "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.
- The TIA, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This Tender is not transferable. Any award of Project pursuant to this Tender shall be subject to the terms of Bidding Documents.

7.2 Acknowledgement by Bidder:

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

- Made a complete and careful examination of the Bidding Documents.
- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidder referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the Contract Agreement by the Agency.
- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

7.3 Cost of Bidding:

- Bidder are invited to examine all information relevant to the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.
- The Bidder shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The TIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

7.4 Verification and Disqualification:

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid and forfeit the EMD if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
 - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
 - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this Tender.
 - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding Process. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LoA) or entering into of the

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Agreement, and if the Successful Bidder has already been issued the LoA or has entered

- into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Agreement, or otherwise.

7.5 Amendment of Tender:

- At any time prior to the deadline for submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the Tender and shall be published online on the website <https://Cuttack.nic.in/> TIA will assume no responsibility for receipt of the Addendum or Corrigendum.
- To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, the TIA may, at its own discretion, extend the Bid Due Date.

7.6 Proprietary data:

All documents and other information supplied by TIA or submitted by a Bidder to TIA shall remain or become the property of TIA. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. TIA shall not return any Bid, or any information provided therewith.

7.7 Language, Format and Signing of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this Tender. The TIA will evaluate only those Bids that are received offline in the required formats and complete in all respects. The Pre-qualification and Technical proposal shall be submitted as per the check list provided in Annexures.
- The Financial bid is to be submitted as per the format given in Annexure XII: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the Tender. Any deviations with respect to this may make their Bid liable for rejection.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

As part of Pre-Qualification, the following shall form part of the proposal (Envelope I):

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- ii. EMD* fee in the shape of Demand Draft from any Scheduled Commercial/Nationalized Bank
- iii. Annexure I: Covering letter.
- iv. Annexure III: Pre-Qualification Checklist and Supporting documents.
- v. Annexure IV: Details of Bidder
- vi. Annexure V: Power of Attorney
- vii. Annexure VI: Self-Declaration for Non-Blacklisting
- viii. Annexure VII: Declaration for Non-Performance

**If the organization is a MSME then a valid NSIC certificate as on the date of opening of Technical Bid should be submitted as a part of Envelope I.*

o As part of Technical-Qualification, the following shall form part of the proposal (Envelope II):

- i. Annexure VIII: Technical Capacity of the Bidder
- ii. Annexure IX: Technical Evaluation Checklist
- iii. Annexure X: Financial Capacity of the Bidder

o The Financial Proposal shall be submitted in formats provided in the following annexures (Envelope III):

- i. Annexure XI: Format for Financial Proposal

- The Bidder shall submit Pre-Qualification, Technical Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this Tender. **The Bidder shall submit the hard copy and soft copy in Pen drive.**
- Pre-Qualification, Technical Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with Tender by **Speed Post/ Courier service.**
- The cover Envelope IV shall clearly bear the following identification: " **“Facility Management Service (FMS) providers (agencies) for Baranga (Trisulia) Ama Bus Stands (ABS)”**” and shall clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to - **The Collector-Cum-District Magistrate, District Administration, Cuttack -753002, Odisha**
- The Bidder shall submit Pre-Qualification, Technical Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this Tender. The Bidder shall submit the hard copy of Pre-Qualification, Technical Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- Further, Bidders are required to submit all details only as per Tender document. In the event,

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

any of the instructions mentioned herein have not been adhered to; the TIA reserves the right to reject the Bid.

- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the Tender.
- Bids should be submitted before 5:00 PM on the Due Date as specified in the Tender. The cover **Envelope IV** containing the following documents shall be submitted at the address provided in the manner and form as detailed in this Tender within the due date and time as specified in the Tender.
 - i. Tender processing fee as per Tender & EMD along with Pre-Qualification documents (**Envelope I**), signed copy of the Tender,
 - ii. Technical Qualification proposal (**Envelope II**) and
 - iii. Financial Proposal (**Envelope III**)
- DISTRICT ADMINISTRATION, Cuttack may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.
- Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- Modifications/ Substitution/ Withdrawal of Bids:
 - The Bidder shall modify, substitute, or withdraw the bid prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
 - Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by DISTRICT ADMINISTRATION, Cuttack, shall be disregarded.
- DISTRICT ADMINISTRATION, Cuttack shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by DISTRICT ADMINISTRATION, Cuttack as non-responsive.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by DISTRICT ADMINISTRATION, Cuttack, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled or closed by DISTRICT ADMINISTRATION, Cuttack. Bidder may by specific instructions in writing to DISTRICT ADMINISTRATION, Cuttack give the details for name and address of the person in whose favor the said demand draft shall be drawn by DISTRICT ADMINISTRATION, Cuttack for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- DISTRICT ADMINISTRATION, Cuttack shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to DISTRICT ADMINISTRATION, Cuttack in any of the events specified in. The Bidder, by submitting its Bid pursuant to this Tender, shall be deemed to have acknowledged and

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

confirmed that DISTRICT ADMINISTRATION, Cuttack will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

7.8 Validity of Bid:

- Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Financial Bid.
- In exceptional circumstances, prior to expiry of the original bid validity period, DISTRICT ADMINISTRATION, Cuttack may request the bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance all respects.

7.9 Confidentiality:

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

7.10 Correspondence with Bidder:

DISTRICT ADMINISTRATION, Cuttack shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

7.11 Earnest Money Deposit (EMD):

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 2,00,000/- (Rupees Two Lakh)** in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favour of "**CUTTACK DISTRICT AMA BUS STAND COMMITTEE**" payable at **Cuttack**.
- District Administration, Cuttack shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by District Administration, Cuttack as non-responsive*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by District Administration, Cuttack without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. Bidder may, by specific instructions in writing to District Administration, Cuttack give the details for name and address of the person in whose favor the said demand draft shall be drawn by District Administration, Cuttack for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest,

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.

- DISTRICT ADMINISTRATION, Cuttack shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to DISTRICT ADMINISTRATION, Cuttack in any of the events specified in. The Bidder, by submitting its Bid pursuant to this Tender, shall be deemed to have acknowledged and confirmed that DISTRICT ADMINISTRATION, Cuttack will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- The Earnest Money Deposit (EMD) shall be forfeited and appropriated by DISTRICT ADMINISTRATION, Cuttack as mutually agreed genuine pre-estimated compensation and Damages payable to DISTRICT ADMINISTRATION, Cuttack for, inter alia, time, cost, and effort of DISTRICT ADMINISTRATION, Cuttack without prejudice to any other right or remedy that may be available to DISTRICT ADMINISTRATION, Cuttack hereunder or otherwise, under the following conditions:
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this Tender.
 - If a Bidder withdraws its Bid during the period of Bid validity as specified in this Tender and as extended by the Bidder from time to time.
 - In the case of successful Bidder, fails within the specified time limit:
 - I. to sign the Agreement and/or
 - II. to furnish the Performance Bank Guarantee within the period prescribed in the Contract Agreement; or
 - III. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Bank Guarantee.

8. Evaluation of Bids

8.1 Bid Evaluation Committee

- DISTRICT ADMINISTRATION, Cuttack shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the Tender (Pre-qualification and Technical) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- The Bid Evaluation Committee would submit its decision to DISTRICT ADMINISTRATION, Cuttack whose decision would be final and binding upon the bidder.
- In case of a single bid, DISTRICT ADMINISTRATION, Cuttack reserves the right to accept or reject the bid on recommendations of bid Evaluation Committee at its discretion.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

8.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 3 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this Tender.
- Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Technical Proposal.
- To facilitate the evaluation of the Bid, DISTRICT ADMINISTRATION, Cuttack may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by DISTRICT ADMINISTRATION, Cuttack for this purpose and all clarifications shall be in writing.
- If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, DISTRICT ADMINISTRATION, Cuttack may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by DISTRICT ADMINISTRATION, Cuttack.
- Any information contained in the Bid shall not in any way be construed as binding on DISTRICT ADMINISTRATION, Cuttack, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- DISTRICT ADMINISTRATION, Cuttack reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

8.3 Pre-Qualification Proposal Criteria

Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the preliminary level. The bidder shall fulfill all the following Pre-Qualification criteria independently, as on date of submission of bid.

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ 1	Tender processing fees	In shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of " CUTTACK DISTRICT AMA BUS STAND COMMITTEE " payable at Cuttack .	Bank/Demand Draft
PQ 2	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 for last 5 years.	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of the Bidder
			Copy of PAN/ TAN
			Copy of GST Registration
PQ 3	Valid Registration Certificate and License	The Bidder ought to have been covered by the Labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License
PQ 4	Bank Solvency Certificate	The bidder should submit bank solvency certificate for the last 3 (three) financial years (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating the solvency status.
PQ 5	Net worth	The Bidder should have at least ₹ 1.0 crore net worth for last three (3) financial years (FY). (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth.
PQ 6	Financial Criteria	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 20-21, FY 21-22, FY 22-23) should be at least ₹ 5 crore	Copies of audited financial statements (In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.)

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

No.	Type	Pre-Qualification Criteria	Documents to be submitted
Q 7	Minimum Staff Strength under its payroll.	The Bidder should have a minimum strength of 500 workers under its payroll.	Copy of latest Challan and payment confirmation slip
PQ 8	Relevant Facility Management Services experience shall mean services related to 1. Cleaning & sweeping/ garbage collection/ pest control. 2. Electrical/ Mechanical / Civil maintenance	The Bidder should have experience of providing at least 250 skilled, semi-skilled manpower in projects for Central/ State Govt. Departments/ Agencies/ PSU/ Corporations in last 3 Years from the date of submission of proposal.	Work Order/ Contract Documents/ Client Certificate
PQ 9	Central/ State Transport / Urban Local Bodies experience	Having experience of working with at least one Central/ State Transport System/ Urban Local Body project is preferable.	Relevant work order/s to be provided
PQ 10	Asset Monitoring and Management experience during the last 3 (three) Financial Years (FY 20-21, FY 21-22, FY 22-23)	Must have executed 2 Asset Monitoring and Management project during the last 3 (three) Financial Years (FY 20-21, FY 21-22, FY 22-23)	Relevant Work order along with completion certificate or Continuation certificate
PQ 11	Non-Performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.
PQ 12	Local Presence	The company should have a branch office or its head office in Odisha.	Address Proof supporting document.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ 13	Blacklisting	The Bidder should not be debarred/ blacklisted by any State Government/ Central Government/ PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission proposal.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.

Note: Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to submit the specified documents in support of the above Prequalification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.

DISTRICT ADMINISTRATION, Cuttack may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents, however no additional document cannot be produced by bidder as pre-qualification clarification except the documents submitted in bid. Any of the clarifications by the bidder on the documents submitted against the Pre-qualification Criteria should not have any financial implications.

8.4 Selection Procedure:

The **Least Cost Selection Method (LCSM)** will be followed during the overall selection process. Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in this tender. The Envelope II marked "Technical Bid" shall be opened first. Envelope III marked "Financial Bid" shall be kept sealed for opening as per date mentioned in this Tender. Envelope III marked "Financial Bid" shall be kept sealed for opening as per date to be intimated by the TIA.

8.5 Evaluation of Technical Bid:

- **Weighted Technical Mark (TM)** will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the Tender. The presentation will be held on as per date mentioned in the Data Sheet.
- An actual **technical mark below 70** shall disqualify the bid as technically non-responsive. A financial bid of only technically responsive bidders shall be opened.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

8.6 Technical Evaluation Criteria:

The eligible bidders shall be evaluated based on the following criteria and technical mark shall be awarded to the bidders.

Sl. No.	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ1	Number of years of operations in Facility Management Services.	3 years or lower – 5 marks 4 years – 7 marks 5 years or more – 10 marks	10	A copy of work orders / agreement / client certificate copy previously issued
TQ2	The bidder shall have minimum INR 5 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years.	- For INR 5 – 10 crore – 5 marks - For INR 10 – 20 crores – 10 marks - More than INR 20 crores – 15 marks	15	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years
TQ3	Experience of Government / PSU transport projects in the India with at least 100 resources for FMS Services over 2 work orders or 200 skilled resources for FMS Services in 1 work /order. Work order date/agreement date on or after 1st April 2016. Project citation along with Client supporting document (Work order/Agreement/Client Certificate copy to be submitted.	- For each project 5 marks will be awarded - Maximum score is 20 marks	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU in the Transport Sector
TQ4	Experience of Government FMS service or similar assignments (which should include project / scheme) with a minimum supply of 100 manpower over 2 work orders / 200 skilled manpower in a single work order projects in India – Work order	- For each project 2 marks will be awarded - Maximum score is 10 marks	10	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Sl. No.	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
	date/agreement date on or after 1st April 2016 – Project citation along with Client supporting document (Work order / Agreement) copy to be submitted.			
TQ5	At least 100 resources for FMS Services on the ESI roll of the bidding firm for last three financial year. ESI copy to be submitted.	100 – 200 nos. of resources - 5 Marks 200 – 400 nos. of resources - 7 Marks 400 or more nos. of Resources – 10 Marks	10	A copy of the ESIC statement
TQ6	Valid ISO certification timeline	3 to 5 years – 5 marks - More than 5 years – 10 marks	10	A copy of the ISO certificate
TQ7	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder	Your understanding of the Scope and Proposed Approach and Methodology and FMS Management, Business Plan and projected cash flow (CAPEX, OPEX, RoI, RoR etc.)	25	Presentation

8.7 Evaluation of Financial Bid:

The bidder should necessarily give the financial details in the **Annexure XI: Format for Financial Proposal** of this Tender. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in this Tender (hence the bidder is expected to understand the Tender in all respects). In case the selected bidder does not quote for or provision for any other expenses required to meet the requirements of the Tender, he shall be solely responsible for those and would be required to provide them, without any additional cost to TIA.

- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be submitting to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- The technical proposal should not contain any financial information, if found same shall be considered as rejected.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, DISTRICT ADMINISTRATION, Cuttack shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform DISTRICT ADMINISTRATION, Cuttack of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

8.8 Selection of Bidder:

- The Bidder/s whose Bid is adjudged as responsive in terms of Tender and with the **Least Cost/ lowest in the financial bid (L1)** shall be declared as the selected Bidder/s (the "Successful Bidder/s").
- If two or more Bidder have the lowest in the financial bid, then DISTRICT ADMINISTRATION, Cuttack shall award the work to the bidder with highest technical score.
- After selection, a Letter of Award (LOA) shall be issued, in duplicate, by DISTRICT ADMINISTRATION, Cuttack to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, the bidders shall have to sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, DISTRICT ADMINISTRATION, Cuttack may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DISTRICT ADMINISTRATION, Cuttack on account of failure of the Successful Bidder to acknowledge the LOA.
- After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between TIA and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of the Contract Agreement between TIA and Successful Bidder shall be identified as Commercial Operation Date (COD).
- The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

8.9 Contacts during Bid Evaluation:

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

8.10 Signing of Contract:

The Agreement will be signed as per Tender, after selection of Successful Bidder. TIA shall have the right to annul the award in case there is a delay of more than 30 days in signing of the Agreement from the date of issue of LOA by TIA, for reasons attributable to the selected bidder.

8.11 Failure to agree with the Terms & Conditions of this Tender:

Failure of the successful bidder to agree with the terms and conditions of this Tender shall constitute sufficient grounds for the annulment of the award, in which event TIA may call for new proposals and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

8.12 Performance Bank Guarantee:

Performance Bank Guarantee is governed for supplies and services as follows:

- The bidder shall carry out the services in conformity with the requirements of this Tender, generally accepted professional and technical norms relevant to such projects and to the satisfaction of TIA.
- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
 - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **10% of Total Annual Contract Value**.
 - The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
 - The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LOA).
 - The Performance Bank Guarantee may be discharged/ returned by TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
 - DISTRICT ADMINISTRATION, Cuttack shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by DISTRICT ADMINISTRATION, Cuttack for irregularities Committed by the successful bidder.
 - ii. Any amount which DISTRICT ADMINISTRATION, Cuttack becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
 - Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

8.13 Execution of Agreement:

After acknowledgement of the Work order as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of Work order. The selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

8.14 Commencement of Agreement:

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, DISTRICT ADMINISTRATION, Cuttack may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by DISTRICT ADMINISTRATION, Cuttack.

8.15 Proprietary Data:

All documents and other information provided by DISTRICT ADMINISTRATION, Cuttack or submitted by the bidder to DISTRICT ADMINISTRATION, Cuttack shall remain or become the property of DISTRICT ADMINISTRATION, Cuttack. The bidders are to treat all information as strictly confidential. DISTRICT ADMINISTRATION, Cuttack will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to DISTRICT ADMINISTRATION, Cuttack in relation to the Consultancy shall be the property of DISTRICT ADMINISTRATION, Cuttack.

9. Service Level Agreement (Operations)

9.1 Daily services:

(First round of shift should be completed on 6:00 AM every day)

Sl. No	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	3 Times/Day	Same Day	500/ incident
2	During any special events/exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized.	4 Times/Day	Same Day	500/ incident
3	Cleaning of public area Washrooms as per defined scope of work	4 Times/Day	Same Day	500/ incident
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	2 Times / Day	Same Day	1000 / incident
5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/ rules of the local Client.	Once / Day	Same Day	1000 / Day
	Should be completed on 6 : 00 AM every day.			
6	Cleaning of Grease Chambers of kitchen	Once/Week	1 Day	1000 / Day
7	Dusting / cleaning (Rooms excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, windows, fittings, and glass pans etc.	Twice/Day	1 Day	500/ Day
8	Cleaning of glass windows & doors from inside & outside in office, passages and corridors and all glass	Twice/Day	Same Day	1000 / Day

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Sl. No	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
	facade outside all around the building on ground floor.			
9	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway, and compound area.	Twice/Day	Same Day	1000 / Day
10	Cleaning and upkeep of all parking, service, basement and maintenance area	Twice/Day	1 day	1000 / Day
11	Staff in desired uniform	As per the prescribed requirement	1 day	100/ Day per person
12	Maintenance and updating of records	As per the requirement	1 day	500/ Day per instance

9.2 The FMS shall perform the basic duties as follows:

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

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

as soon as they become aware of such defects in the course of their duties under this Contract.

- ix. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings, and glass pans etc. to remove debris, stains, cobwebs and marks.
- x. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges, and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.
- xiii. Regular cleaning of storm water drains, manholes, sewage lines etc. for removal of any blockages.
- xiv. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean. (To be done in presence of the officials concerned).
- xvi. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvii. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xix. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.

A. Cleaning of Washrooms:

- i. All sanitary wares including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages, and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean, dry and free from smears.
- iv. All Washrooms should be kept fully stocked with supplies and should be always made available.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry, and free from dust, marks and smears.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

B. Washrooms Checklist:

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

Daily Washroom Cleaning Schedule:

<u>Prescribed works (Daily Job Chart)</u>	<u>6AM</u>	<u>10AM</u>	<u>12PM</u>	<u>2PM</u>	<u>4PM</u>	<u>6PM</u>
Sweep & mop bathroom floor- Including all corners & behind doors						
Clean & disinfect bathroom counters, fixtures, mirror & sinks						
Remove splash marks from around basins						
Clean & disinfect urinals- inside & outside						
Wipe & clean partition walls & top surfaces						
Refill toilet roll, paper towels & Soap dispensers as required						
Empty dustbins & replace bin liner as required						

C. Garden & Lawn Maintenance:

The FMS shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be maintained by FMS including grass cutting machine and other tools required for maintenance of horticulture areas. FMS shall grow seasonal plants and seasonal flowers as deemed fit by the Client to maintain the horticulture/ landscape as per the satisfaction of client/ end user. FMS shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Manures etc.

The Agency must perform the following activities:

- Daily watering
- Weed removing.
- Trimming and pruning
- Soil mulching
- Lawn mowing
- Hedges and Shrubs cutting etc.
- Cleaning Garden areas
- Applying fertiliser or compost manure/vermi culture manure alternate month or as and when required.
- Applying pesticides and fungicide alternate month or as and when required.
- Maintenance of vermin compost pits

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- k) Disposal of dry/fallen leaves.
- l) Seed collection and sowing.
- m) Rising of Nursery.
- n) Preparation and maintenance of Planting Materials.
- o) Operation of Tools, Machinery as required for the Garden.
- p) General maintenance of existing plants, Tools implements etc.

D. Daily services:

GARDENING AND LAWN MAINTENANCE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	2 Days	100 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Same Day	100 / Day
3	Manual watering	Whenever Required	Same Day	100 / Day
4	Replacement of damaged grass, trees, and shrubs.	Whenever Required (to be done immediately)	Same Day	100 / Day
5	Anti-termite treatment of Plants	Whenever Required	Same Day	100 / Day
BOUNDARY WALL				
1	Cleaning of lamps, streetlight poles, railing lamps, foot lights, etc.	On Alternate Days	4 Days	300/Day
2	Cleaning of all glow signboards on exterior of the buildings	As per directions	1 Day	1000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
Cleaning of walls, slab, raft from inside and removal of algae, waste particles.		Once a Month	2 Day	1000/Day
Operation of pumps for filling of the water tanks to ensure 24/7 water availability		Using automated sensor/Minimum Twice a day	Compulsory	5000+1000/ Hour of unavailability of water
SW DRAIN AND SEWAGE SYSTEM				
Cleaning of bed properly		1 Time / Week	1 Day	10,000 /

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

including removing of mud, soil etc.			Day
Cleaning of Grease Chambers of kitchen	1 Time/Fortnight	1 Day	1000 / Day
Cleaning of external surface Including glass façade & awnings, external building surface, structure at entrance plaza at all heights.	Glass Façade etc. Other External Surfaces- "Once in a Fortnight"	1 Day	500/Day
Shampoo Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods (Once in a Month)	7 Days	500/Day
Cleaning and disinfection of all water tanks.	Once in a month/SOS	7 Days	10,000/Day

E. Reporting

The FMS shall establish a MIS system for reporting. The FMS shall submit the following reports within the stipulated time to the Concern Department.

a) Initial Review Report.

b) Monthly Reports.

c) Deployment Report; and

d) Biometric Attendance Reports

Statutory compliance intimation report

a) Consumption and stock of consumables

b) Compliance of preventive maintenance plan

c) Resource deployment report (manpower, equipment)

d) Expense report (committed and invoiced amounts)

e) Energy consumption – by utility, by premise

f) Status of periodic activities as described under scope of work for Operation, Maintenance.

g) Facility Inspection: The FMS shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The FMS shall indicate frequency of inspection covering all premises.

h) Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.

i) Prepare a foot fall report for the visitors.

j) Customer Feedback Analysis

k) Report on Audits/ drills etc.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

- l) Complaint Management reporting.
- m) MIS on procurement, statutory payments & on any other invoices processed by Client.
- n) Any other reports as needed from time to time.
- o) IT assets, stationaries and operating cost required to prepare report is in the scope of FMS.
- p) FMS has the option to use /implement any software for managing the Facility.
- q) FMS shall submit the Performa and format and the same shall be approved by Authorized Officer.
- r) Statutory compliance intimation report: FMS shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. FMS shall monitor and intimate the Client minimum 30 days in advance before expiry of any such statutory or regulatory compliances.
- s) Any other reports / compliance certificates as needed from time to time.

F. Security Services and Parking Management

Security of Project Facility is in FMS scope. The activities and responsibilities of FMS are:

1. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
2. Manage operations (including the baggage scanning and frisking) at Entry and Exit points,
3. Ensure safety and security of men and material,
4. Guiding visitors to desired locations/concerned officials/ occupants,
5. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
6. Checking of gate passes and to regulate the entry and exit of vehicles/materials and parking of vehicles.
7. Prevent entry of stray animals like cow, dogs etc.,
8. Round the clock patrolling of the Project Facility,
9. Frisking and checking of visitors during and after operational hours,
10. Handheld metal detectors should be provided by the Client to Security Guards for checking and frisking of visitors as well as their carry bags,
11. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
12. Agency shall maintain records of inwards and outwards movement of men, materials, and vehicles, etc. with proper check as per instructions given from time to time by Client,
13. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
14. Visitor's management in common, during events & exhibitions, and during other special occasions,
15. Having effective control on movement of materials in / out,
16. Physical guarding of entry / exit points.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

17. Screening / directing of visitors,
18. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
19. Assisting the occupants during the emergency evacuation of the building, rescue operation of passengers stranded in the lifts,
20. The FMS shall operate and maintain the complete Access Control system, Fire Alarm System, CCTV System, PA system and any other system as installed in the said premises.
21. Complete disaster management in case of emergencies/ disasters,
22. Providing of adequate security as per the requirement,
23. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
24. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
25. FMS shall provide a logbook register for making entries by the security personnel of their presence at duty site.
26. FMS shall provide at his own cost.
27. proper clean uniform and badges and
28. photo identity cards as per laid down rules for Private Security Agencies.
29. FMS shall have its own Establishment/Setup/Mechanism, etc. At his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. FMS shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Client will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. FMS shall bear all the expenses incurred on the following items i.e., required security devices, metal detectors, searching mirror, Walkie- Talky, provision of torches and cells, lathis/ ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

G. Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Contract, any deficiency by the FMS in the performance of its delivery obligations, shall render him liable to any or all the following penalties.

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the monthly bill

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Toilet cleaning works as per checklist & as per the prescribed standard	100%	100%	1% of the monthly bill
Not maintaining timely deadlines regarding food preparation & service to Guests as per standard for Kitchen & Food & beverage services	100%	100%	1% of the monthly bill
Housekeeping works regarding room readiness as per prescribed standard	100%	100%	1% of the monthly bill
Miscellaneous issues related to conduct & service of manpower deployed for duty	100%	100 %	1% of the monthly bill
Disobedience of orders of Client to perform requisite work assigned	100 %	100 %	1% of the monthly bill

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

9.3 Payment:

9.3.1 Monthly Invoice-

The Selected Agency shall raise separate monthly invoices for salary of each of the deployed FMS personnel at ABS Assets and Monthly Service Charges (Management Fee) of Agency. District Administration, Cuttack may ask for any changes (increase or decrease in any of the positions) in the requirement structure depending upon the need and those changes shall be within 25% of total annual contract value.

The Selected Agency must strictly adhere to the Minimum Wages set for the relevant Category of FMS Manpower Deployed, as per the current Government of Odisha regulations. Any changes to the Minimum Wages should be promptly implemented in accordance with the updated rules and guidelines issued by the Government of Odisha.

Source: Office of Labour Commissioner, Govt of Odisha. <http://labour.odisha.gov.in>.

Payment to the selected agency shall be done on a monthly basis post submission of invoice after attendance approval from District Administration Cuttack by the agency. The payment to the selected agency shall be done based on the following calculations:

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Payment to the selected bidder = Percentage quoted by the selected bidder in the financial x Gross Monthly salary of the total nos. of FMS resource engaged at Ama Bus Stand Assets (Excluding The statutory contributions of employer's share like PF, ESIC which shall be paid as per actual).

Payment Terms:

- i. The selected bidder shall be paid following fees:
 - Reimbursement of salary of deployed FMS resources as specified by District Administration, Cuttack. Salary of deployed individual FMS Personnel shall include all the statutory payments according to applicable norms, e.g., PF, ESIC, Bonus, leave encashment, gratuity, health insurance/ group insurance etc. In case of failure of the Agency in paying the statutory dues of any employee, District Administration, Cuttack will not release the payment in relation to the person/s concerned.
 - Monthly Service Charge (exclusive of GST) at a certain percentage rate (of the fixed emolument of the individual FMS resources) i.e., bidding parameter as his fee for providing manpower services to ABS Assets. No other payment shall be made to the bidder. The monthly service charge shall include all costs borne by the manpower agency like recruitment process, training, advertisements for recruitment, consumables, equipment/tools etc.
- ii. The Selected Agency shall be responsible to pay the salaries to their employees on or before 5 working days of every successive month.
- iii. Invoices shall be raised (with supporting documents/ compliances) to District Administration, Cuttack for monthly service charges along with salary reimbursement statement on or before the 15th of every successive month.
- iv. District Administration, Cuttack shall be responsible to clear all the invoices on or before 45 days from the day of receiving invoices.

Penalty Terms:

In case of non-compliance of contract clauses and poor performance of the agency, a penalty up to 20% of the Monthly Service Charge shall be levied on the agency. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance. The detailed performance management provision will form part of the agreement signed with the consulting agency.

Performance Standard and Charges:

S. No	Performance Parameters	Charges
1	Delay in deployment of manpower	Penalty of (INR 100/- per day per resource)
2	Delay in providing salary as per the contract.	Penalty of (INR 100/- per day per resource)
3	Event of default in Statutory Compliances	Penalty INR 300/- per instance

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

The penalty charges in a month mentioned above shall not exceed the 5% of the amount payable to the selected agency in that month. If the penalty charges exceed the permissible amount, District Administration, Cuttack reserves the right to terminate the contract and invoke Performance Bank Guarantee. Decision of TIA shall be final and binding on the selected agency.

Cleaning Material and Consumables

S. No	Particulars
1	Naphthalene Ball
2	Bleaching Powder
3	Toilet cleaner
4	Liquid Soap (ISI Brand)
5	Black Phenyl
6	White phenyl
7	Antiseptic Liquid
8	Mops
9	Mops refill
10	Glass Cleaner
11	Insect repellents
12	Insect repellents Sprayer
13	Dustpans & Dustbins
14	Hedge shear
15	Shovel
16	Garden fork
17	Watering can
18	Hoe
19	Mop Wringer trolley/Bucket
20	Duster cloth
21	Stationeries

ANNEXURES

Annexure I: Covering Letter (On the Letterhead of the applicant)

To

Date: _____

The Collector & District Magistrate-cum-Chairman
District Level AMA Bus Stand Committee,
Odisha

Ref: Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Being duly authorized to represent and act on behalf of.....(hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of.....(*Name of Applicant*) for the captioned Project with the details as per the requirements of the Tender, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully

For and on behalf of
(*Name of Applicant*)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title, and Address of the Authorised Signatory)

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure II: Request for Clarification

The bidder requiring specific points of clarification may communicate with CUTTACK DISTRICT ADMINISTRATION Cuttack during the specified period using the following format.

Bidder's Request for Clarification				
<<Name of Organization submitting query/ request for clarification>>				
<<Full address of the Organization including e-mail, phone and fax for all points of contact>>				
Sl. No.	Tender Reference (Section No., Clause, Page No.)	Content of Tender	Clarification Sought	DISTRICT ADMINISTRATION Cuttack Response (space to be left blank by the Bidder)
1				
2				
3				

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure III: Pre-Qualification Proposal Criteria

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ 1	Tender processing fees	In shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of " CUTTACK DISTRICT AMA BUS STAND COMMITTEE " payable at Cuttack .	Bank/Demand Draft
PQ 2	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 for last 5 years.	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of the Bidder
			Copy of PAN/ TAN
			Copy of GST Registration
PQ 3	Valid Registration Certificate and License	The Bidder ought to have been covered by the Labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License
PQ 4	Bank Solvency Certificate	The bidder should submit bank solvency certificate for the last 3 (three) financial years (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating the solvency status.
PQ 5	Net worth	The Bidder should have at least ₹ 5.0 crore net worth for last three (3) financial years (FY). (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth.
PQ 6	Financial Criteria	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 20-21, FY 21-22, FY 22-23) should be at least ₹ 5 crore	Copies of audited financial statements (In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.)

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ 7	Minimum Staff Strength under its payroll.	The Bidder should have a minimum strength of 5 00 workers under its payroll.	Copy of latest Challan and payment confirmation slip
PQ 8	Relevant Facility Management Services experience shall mean services related to 1. Cleaning & sweeping/ garbage collection/ pest control. 2. Electrical/ Mechanical / Civil maintenance	The Bidder should have experience of providing at least 250 skilled, semi-skilled manpower in projects for Central/ State Govt. Departments/ Agencies/ PSU/ Corporations in last 3 Years from the date of submission of proposal.	Work Order/ Contract Documents/ Client Certificate
PQ 9	Central/ State Transport / Urban Local Bodies experience	Having experience of working with at least one Central/ State Transport System/ Urban Local Body project is preferable.	Relevant work order/s to be provided
PQ 10	Asset Monitoring and Management experience during the last 3 (three) Financial Years (FY 20-21, FY 21-22, FY 22-23)	Must have executed 2 Asset Monitoring and Management project during the last 3 (three) Financial Years (FY 20-21, FY 21-22, FY 22-23)	Relevant Work order along with completion certificate or Continuation certificate
PQ 11	Non-Performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ 12	Local Presence	The company should have a branch office or its head office in Odisha.	Address Proof supporting document.
PQ 13	Blacklisting	The Bidder should not be debarred/ blacklisted by any State Government/ Central Government/ PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission proposal.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure IV: Details of Bidder

- 1 Name:
- 2 Country of incorporation:
- 3 Address of the corporate headquarters and its branch office(s), if any, in India
- 4 Date of incorporation and / or commencement of business
- 5 Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.
- 6 Details of individual(s) who will serve as the point of contact/ communication.
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number
- 7 Of the Authorized Signatory of the Bidder
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past (Attach extra sheets, if necessary)

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure V: Power of Attorney (On stamp Paper)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our **Tender for Selection of Service Provider for Providing Facility Management Services (FMS) for Baranga (Trisulia)** (DISTRICT ADMINISTRATION, Cuttack). including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to DISTRICT ADMINISTRATION, Cuttack, representing us in all matters before DISTRICT ADMINISTRATION, Cuttack, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with DISTRICT ADMINISTRATION, Cuttack in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with DISTRICT ADMINISTRATION, Cuttack.

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 WHERE OF WE, [____], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [] DAY OF [], 2023.

For _____

(Signature, name, designation, and address)

Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

Name, Title and Address of the Attorney

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure VI: Non-Blacklisting declaration

{Company Letter head}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted.
Anti-Blacklisting Certificate

M/s.....(Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium/JV as on the_____(Last date of submission of bid).

We further confirm that we are aware that our application for the “**Tender for Selection of Service Provider for Providing Facility Management Services (FMS) for Baranga (Trisulia)**” would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the bidding process or thereafter during the agreement period. Dated this Day of 2023.

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VII: Self-declaration for Non-Performance

I/ We hereby declare that my / our firm M/Shave successfully executed the work order assigned by the State Government / any other Government entity or any state government or central government / department / Local Government / agency in India. There is no remark of non- performance or non-compliance in any of our past projects, or any contractual dispute / litigation / arbitration in the recent past. Dated this Day of 20.....

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VIII: Technical capacity of the Bidder

Sl. No.	Client Name	Year	Total Nos. of Manpower provided to the client	Work Order / Client Certificate

Date:

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure IX: Technical Evaluation Criteria

Sl. No.	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ1	Number of years of operations in Facility Management Services.	3 years or lower – 5 marks 4 years – 7 marks 5 years or more – 10 marks	10	A copy of work orders / agreement / client certificate copy previously issued
TQ2	The bidder shall have minimum INR 5 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years.	- For INR 5 - 10 crore – 5 marks - For INR 10 – 20 crores – 10 marks - More than INR 20 crores – 15 marks	15	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years
TQ3	Experience of Government / PSU transport projects in the India with at least 100 resources for FMS Services over 2 work orders or 200 skilled resources for FMS Services in 1 work /order. Work order date/agreement date on or after 1st April 2016. Project citation along with Client supporting document (Work order/Agreement/Client Certificate copy to be submitted.	- For each project 5 marks will be awarded - Maximum score is 20 marks	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU in the Transport Sector
TQ4	Experience of Government FMS service or similar assignments (which should include project / scheme) with a minimum supply of 100 manpower over 2 work orders / 200 skilled manpower in a single work order projects in	- For each project 2 marks will be awarded - Maximum score is 10 marks	10	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Sl. No.	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
	India – Work order date/agreement date on or after 1st April 2016 – Project citation along with Client supporting document (Work order / Agreement) copy to be submitted.			
TQ5	At least 100 resources for FMS Services on the ESI roll of the bidding firm for last three financial year. ESI copy to be submitted.	100 – 200 nos. of resources - 5 Marks 200 – 400 nos. of resources - 7 Marks 400 or more nos. of Resources – 10 Marks	10	A copy of the ESIC statement
TQ6	Valid ISO certification timeline	3 to 5 years – 5 marks - More than 5 years – 10 marks	10	A copy of the ISO certificate
TQ7	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder	Your understanding of the Scope and Proposed Approach and Methodology and FMS Management, Business Plan and projected cash flow (CAPEX, OPEX, RoI, RoR etc.)	25	Presentation

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure X: Financial capacity of the bidder

Format for CA Certificate

(The format should be certified by Chartered Accountant)

Sl. No.	Financial Year	Average Annual Turnover (INR Crores)	Net worth (in INR Crores)
1	2020-21		
2	2021-22		
3	2022-23		
4	Average		

Name of Bidder's Bankers:

Address of Bidder's Bankers:

Instructions

1. The Bidder should provide details of its own Financial Capacity specified in the Tender.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 years preceding the Bid Due Date. The financial statements shall:
 - a) Reflect the financial situation and turnover of the Bidder.
 - b) Be audited by a statutory auditor.
 - c) Be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the Tender document.
6. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

Dated this _____ day of 2023.

Name of the CA:

Signature of certifying CA

Tender for Selection of Service Provider for Providing Facility Management Services (FMS)

Annexure XI: Format for Financial Proposal

To

Date: _____

The Collector & District Magistrate-cum-Chairman
District Level AMA Bus Stand Committee,
Odisha

Ref: Financial Proposal for Engagement of Facility Management Services (FMS) for Ama Bus Stand Assets under DISTRICT ADMINISTRATION CUTTACK DISTRICT.

Dear Sir,

We, the undersigned, offer to provide the services as mentioned in the scope of work of the Tender. Our financial quote is as given below.

Name of the Project and scope of work	Financial Quote in percentage (without GST)
Selection of Service Providers for Facility Management Services (FMS) for Odisha State Road Transport Corporation (Ama Bus Stand) Assets.	Monthly Service charge in terms of Percentage (%) towards monthly salary of each of the deployed FMS resources at Ama Bus Stand Assets.

We confirm that the Percentage (%) towards monthly salary quoted above is inclusive of –

- 1) All the works detailed in the Tender Scope of Work; towards Management Services, Technical Services, Soft Service Support, Pest Control Services, Miscellaneous Deployment/Services, Sundry Expenses/Overheads, House-keeping Machineries to be deployed by the Service-provider, Technical Tools & Plants to be deployed by the Service-provider, consumable for cleaning, Plumbing and Pest control.
- 2) Applicable taxes, cess, and levies, except applicable service tax which shall be reimbursed separately.
- 3) Service Provider shall submit correct invoices including key deliverables otherwise Ligated Damages for delay mentioned in Tender will be imposed. Penalty for deficiency in Services shall also be deducted from the bill.
- 4) The Material and Consumables should be of good quality.

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

This Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

Name, Title, and Address of the Authorized Signatory