

**Selection of Agency for Facility Management
Services at Bhawanipatna Bus Stand,
Kalahandi, Odisha**

REQUEST FOR PROPOSAL

DISCLAIMER

The request for Proposal (RFP) document has been prepared by the office of the ULB Level Ama Bus Stand Committee , Kalahandi, (herein referred as client) solely for the purpose of providing information to potential bidder. It is provided on confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the client.

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

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

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

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GLOSSARY

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

| | |
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| Addendum or Addenda | means an addendum or addenda to this RFP. |
| AMC | means annual maintenance contract. |
| AMC List | has the meaning given to it in Clause 7.16(b) of the RFP. |
| AMC Management Fees | means the management fee to be paid to the FMS Provider for managing the AMCs entered into for the equipment as per the AMC List. |
| Annexure | means an annexure to this RFP. |
| Annual Facility Management Cost | means the total cost quoted by a Bidder in its Financial Proposal for providing the Facilities Management Services for each year during the Contract Period, which must include all taxes and duties (except GST) and all other costs and expenses that may be incurred by the Bidder over the life of the Project. |
| Applicable Laws | means the Constitution of India and all and any laws, enacted or brought into force and effect by the Gol, GoO, any government authority or any local government having jurisdiction over the Parties, the Facility or the Services, including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement. |
| Associate | means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity. |
| Bid Process | means the bidding process undertaken by the Authority to award the Services to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issuance of this RFP and will end on the date that the Agreement is executed with the Selected Bidder. |
| Bidder | means an interested Person which submits a Proposal to the Authority in accordance with this RFP, and Bidders shall be construed accordingly. |
| Bidder Data Sheet | means the table with critical dates and milestones set out in of this RFP. |
| FMS Provider | has the meaning given to the term in Clause 3.3 of the RFP. |
| Clause | means a clause of this RFP. |
| Authority | means Bhawanipatna Municipality. |
| Facility Management Services | means the entire set of services to be provided by the FMS Provider to the Authority in accordance with the Scope of Work. |
| Conflict of Interest | has the meaning ascribed to it in Clause 7.14. |
| Contract Price | means the total contract price payable to the FMS Provider based on the Annual Facility Management Cost including consumables but |

| | |
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| | excluding AMC costs (including AMC management fees) and other reimbursables if applicable and approved by the Authority. |
| Contract Period | has the meaning given to it in Clause 2.4.9(b). |
| Control | means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled shall be construed accordingly. |
| Eligibility Criteria | means the eligibility criteria set out in Clause 2.4 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal. |
| EMD | means earnest money deposit. |
| Facility | means Bhawanipatna Bus Terminal, Bhawanipatna the facility at which the Selected Bidder is required to undertake and perform the Facility Management Services in accordance with the Services Agreement and the Scope of Work. |
| Financial Proposal | means the financial proposal to be submitted by a Bidder in accordance with this RFP. |
| Financial Proposal Format | means the Financial Proposal as per Tech 17. |
| Financial Year | means each 12-month period commencing on 1 st April of one calendar year and ending on 31 st March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business. |
| First Ranked Applicant | means the qualified Bidder securing the highest marks after evaluation of technical and financial proposals. |
| Gol | means Government of India. |
| GoO | means Government of Odisha. |
| Good Industry Practices | means those practices, methods, techniques, and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws. |
| LOA | means the letter of award that will be issued by the Authority to the Selected Bidder in accordance with Clause 2.4.7 of the RFP. |
| O&M | means operation and maintenance. |
| PBG | means the performance bank guarantee to be submitted by the Bidder in accordance with Clause of this RFP. |

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| Person | means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity. |
| Pre-Proposal Meeting | means the meeting to be held in accordance with Clause 2.2. |
| Proposal | means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP. |
| Proposal Due Date | means the last date for submission of the Proposals specified in the Bidder Data Sheet. |
| Qualification Criteria | means the qualification criteria set out in Clause 2.4 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal. |
| Qualification Proposal | means the proposal to be submitted by each Bidder. As a part of its Technical Proposal, to demonstrate that it meets the Qualification Criteria as set out in Clause 2.41 of the RFP. |
| RFP | means this request for proposal dated dd/mm/yyyy along with its Annexures and includes any Addenda, if issued. |
| Rupees or INR | means Indian Rupees, the lawful currency of India. |
| Scheduled Bank | means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934. |
| Scope of Work | means the scope of work to be undertaken by the Selected Bidder for providing the Facility Management Services, as set out in more detail in this RFP. |
| Section | means a section of this RFP. |
| Selected Bidder | means the eligible Bidder selected by the Authority for award of the Facility Management Services. |
| Services Agreement | means the services agreement to be executed between the Authority and the Selected Bidder, substantially in the format as set out in the RFP. |

1.BIDDER DATA SHEET

| S No. | Particulars | Details |
|--------------|--|---|
| 1 | Name of the Authority | Bhawanipatna Municipality |
| 2 | Method of Selection | Least cost / Lowest in financial bid (L1) |
| 3 | Proposal Validity | 90 Days |
| 4 | Date of Issue of RFP | 01/12/ 2023 to 30/12 / 2023 |
| 5 | Deadline for Submission of Pre- Proposal Queries | 07/12/ 2023 by 3:00 PM |
| 6 | Pre-proposal meeting & clarification their upon | 08/12/2023 at 11:00 AM. at Conference Hall of Collectorate, Kalahandi, Bhawanipatna |
| 7 | Earnest MoneyDeposit (EMD) | Bid Security of INR 5 Lakh in favor of “Bhawanipatna Municipality” (Bid Security in the form of Demand Draft/Bank Guarantee needs to be submitted) |
| 8 | Place of Opening ofProposal: | Office of the Sub-Collector, Bhawanipatna |
| 9 | Site Visit | Bidders are advised to submit their respective Proposals onlyafter visiting the Bhawanipatna Bus stand site and validating project information. For more details on the site visit, please refer to Clause 2.3 |
| 10 | Date of opening ofTechnical Proposal | 01/01/2024 at 11:00 AM |
| 11 | Date of Technical Presentation | 01/01/ 2024, preferably after 2:00 PM for technically qualified bids |
| 12 | Date of opening of Financial Proposal | The date of opening of Financial Proposal shall be intimated. |
| 13 | Performance Bank Guarantee (PBG) | 10% of the Annual Facility Management Cost. |
| 14 | Contact Person | Executive Officer Bhawanipatna Municipality Email ID: eobptm@gmail.com |

RFP can be downloaded from: www.kalahandi.nic.in / www.bhawanipatnamunicipality.in

2 .LETTER OF INVITATION

Name of the Assignment: Selection of Agency for Facility Management Services at Bhawanipatna Bus Stand in Bhawanipatna, Kalahandi , Odisha.

1. As per the decision taken in the Dist level Ama bus stand committee (Proceeding dated.20.10.2023) the EO Bhawanipatna Municipality to invite RFP from service provider / reputed agencies/ Company for providing FMS at new bus stand, Bhawanipatna , Kalahandi, Odisha.
2. A Bidder will be selected under the lowest cost / lowest in the financial bid, procedure as prescribed in the RFP
3. The Proposal must be submitted as mentioned in the RFP else the bid shall be rejected.
4. The Proposals shall consist of 2 parts: a Technical Proposal and Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.
5. The Technical Proposal shall further consist of 2 sub-parts, an Eligibility Proposal, and a Qualification Proposal. The Technical Proposal and Financial Proposal must be submitted with all pages numbered serially, along with an index of submission. Submission in any other form shall not be acceptable. If any of the instructions mentioned herein are not adhered to, the Authority may reject the Proposal.
6. The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable amount of Rs. 10,000 /- (Ten Thousand Only) towards Bid Processing Fee as prescribed in the RFP failing which the Proposal will be rejected.
7. Physical submission of the Proposals should be submitted within the stipulated date and time as mentioned in the RFP.
8. The last date and time for submission of Proposal, complete in all respect, on the tender portal, is as per the Bidder Data Sheet. The date and time of opening of the Technical Proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the Bidder's representative at the specified address as mentioned in the Bidder Data Sheet(Sl. no. 8). Representatives of the Bidders may attend the meeting accompanied with an authorization letter on behalf of the Bidder.
9. This RFP includes following sections:
 - a. Letter of Invitation
 - b. Instruction to Bidder
 - c. Terms of Reference
 - d. Technical Proposal Submission Forms
 - e. Financial Proposal Submission Forms
 - f. Draft Contract
 - g. Performance Bank Guarantee
 - h. Procedure for Bid Submission
 - i. Annexure A [Project components along with area statement]
 - j. Annexure B [Minimum Manpower requirement]
 - k. Annexure C [Daily Service Checklist]
 - l. Annexure D [Wash Room Cleaning Checklist]
 - m. Annexure E [Gardening Checklist]
 - n. Annexure F [Facility Inspection & Maintenance]
 - o. Annexure G: [Saftey Management]
 - p. Annexure H:[Signages]
 - q. Annexure I [List of Consumables]
 - r. Annexure J [Indicative list of Key Plant & Equipment to be deployed by the FMS]
 - s. Annexure K:[Machine to be provided by FMSP]
 - t. Annexure L: [Available Assets]
 - u. Annexure M:[Bid Submission Checklist]
10. While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the Bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all Proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Executive Officer
Bhawanipatna Municipality

INSTRUCTION TO BIDDERS

1.1 Scope of the RFP

The Authority wishes to receive Proposals in accordance with this RFP for award of the FMSs to be provided at the Facility.

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

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

1.2 Acknowledgement by the Bidder

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

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

1.3 Bid Processing Fee

The Bidder must furnish, as part of the Technical Proposal, the required bid processing fee amounting to Rs 10,000/- (Rupees Ten Thousand Only) through online mode of transaction as prescribed in the RFP failing which the Proposal will be rejected. If any Technical Proposal is not accompanied by the bid processing fee amount, then such Proposal shall be rejected by the Authority as non-responsive.

1.4 Earnest Money Deposit (EMD)

1. Each bidder shall furnish, along with the Technical Bid, a Bid Security amounting to **INR 5 lakh (Rupees Five Lakh only) for the Project**. The Bid Security shall be in the form of Demand Draft/Bank Guarantee from a scheduled/ nationalized bank in India in favour of "Executive Officer, Bhawanipatna Municipality". Any bid not accompanied by an acceptable Bid Security, in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.
2. The bid security of the bidders other than the preferred bidder will be returned as promptly as possible, but **not later than (90)** days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later. The bid security of the preferred bidder shall be extended by a period of 90 days beyond the original validity period or till submission of performance security, whichever is later. On submission of the performance security the bid security of the preferred bidder shall be returned.
3. The bid security will stand forfeited if:
 - a) Bids are withdrawn within the validity period;
 - b) Preferred Bidder fails to sign the FMSs Contract;
 - c) Preferred Bidder fails to provide Performance Security within the stipulated time period;

1.5 Validity of the Proposal

Proposals shall remain valid for a period of **90 (Ninty)** days from the date of opening of the Technical Proposal. The Authority reserves the rights to reject a Proposal valid for a shorter period as non-responsive. The Authority will make best efforts to conduct the evaluation of the Proposals and award the contract within the Proposal validity period. In

exceptional circumstances, prior to the expiry of the Proposal validity period, the Authority may request Bidders to extend the Proposal validity period.

2. Pre-Proposal Queries / Pre-Proposal Meeting

2.1 Clarifications and Queries

1. Bidders are allowed to submit their queries in respect of the RFP and other details if any to Bhawanipatna Municipality through e mail – eobptm@gmail.com. The e-mail must clearly bear the following subject: "Bhawanipatna Bus stand FMS Project: Clarifications or Request for Additional Information". All queries or clarification requests should be received on or before the last date for submission of such queries as per Bidder Data Sheet.
2. The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bidder Data Sheet. However, the Authority reserves the right to not respond to any query or provide any clarification, in its sole discretion. Any clarifications issued by the Authority will be either uploaded on the site or clarified through email to the respective Bidders for the purpose of preparation of the Proposal.
3. The Authority may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of this RFP. Should the Authority deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under. (Amendment 7 RFP document).
4. Verbal clarifications and information given by the Authority or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

2.2 Pre-Proposal Meetings

1. All interested firms are invited to attend the Pre-Proposal Meeting on the date, time and place mentioned in the Bidder Data Sheet. The Authority may also choose to hold the Pre-Proposal Meeting through video-conferencing on the date and time mentioned in the Bidder Data Sheet. The purpose of the Pre-Proposal Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
2. All interested firms may nominate up to 3 authorised representatives to participate in the Preproposal Meeting, by confirming the participation of its authorised representatives at the Pre-Proposal Meeting at least 1 day prior to the date of the Pre- Proposal Meeting. Such confirmation shall be sent by e-mail to eobptm@gmail.com.....
3. During the course of the Pre-Proposal Meeting, all interested Persons will be free to seek clarifications and make suggestions to the Authority.
4. Non-attendance at the Pre-Proposal Meeting will not be a cause for disqualification of an interested firm from participating in the Bid Process.

2.3 Project Inspection and Site Visit

The Bidder, at its own cost, responsibility and risk, may visit and examine the location of the site and its surrounding and obtain all information that may be necessary for preparing the Proposal. The cost of visiting the site shall be borne by the Bidder. Authority shall not be liable for such cost, regardless of the outcome of the Bid Process. The Authority shall facilitate such site visit, provided that the Bidder must contact the Nodal Officers with Mob No.8917438842/9437125420 prior to their visit.

2.4 Preparation and Submission of Proposal

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

2.4.1.Pre-qualification criteria and document

Tender processing fee as per Tender & EMD along with Pre-Qualification documents (**Envelope I**), signed copy of the Tender, as per pre-qualification proposal criteria as given below.

| 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. | 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 ₹ 2.00 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 ₹ 10 crore | Copies of audited financial statements |
| PQ 7 | Minimum Staff Strength under its payroll. | The Bidder should have a minimum strength of 200 workers under its payroll. | Copy of latest Challan and payment confirmation slip |
| PQ 8 | Relevant Facility Management Services experience shall mean services related to | (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.) | Cleaning & sweeping/ garbage collection/ pest control. |

| No. | Type | Pre-Qualification Criteria | Documents to be submitted |
|-------|---|--|---|
| PQ 9 | | | Electrical/ Mechanical / Civil maintenance |
| | The Bidder should have experience of providing at least 100 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 10 | Central/ State Transport / Urban Local Bodies experience | Should have experience of working with at least one Central/ State Transport System/ Urban Local Body project with annualized contract value of not less than ₹ 4 Crore in last 3 financial years. | Relevant work order/s to be provided |
| PQ 11 | Asset Monitoring and Management experience during the last 3 (three) Financial Years (FY 20-21, | Must have executed 3 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 12 | 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. | Affidavit in Judicial stamp Paper. |

Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to the above 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 fulfil all the above Pre-Qualification criteria independently, as on date of submission of bid.

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

1. Filled in Bid Submission Check List in Original (Annexure-M)

2. Covering letter (TECH– 1) on Bidder’s letterhead.
3. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
4. General Details of the Bidder (TECH – 2)
5. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
6. Undertaking for Non-Blacklisting (TECH-6)
7. Undertaking regarding Conflict of Interest (TECH - 7)
8. Non-Collusion Certificate (TECH-11)
9. Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
10. Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead
11. Bid Security Form (TECH-14)
12. Undertaking for Pending Judicial Proceedings (TECH – 15)
13. Undertaking for Ethical Conduct & Fraud Form (TECH-16)

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

1. Financial Capacity Certificate (TECH-3)
2. Bidder’s Past Experience (TECH-5)
3. Commitment for Proposed Equipment & Material (TECH - 8)
4. Proposed Technical Manpower Deployment Plan (TECH-9)
5. Quality Control Mechanism (TECH-10)
6. Approach, Methodology & Work Plan to undertake the assignment (TECH - 12)
7. Proposed Work Plan (TECH - 13)
8. Bid Security Form (TECH-14)
9. Undertaking for Pending Judicial Proceedings (TECH – 15)
10. Undertaking for Ethical Conduct & Fraud Form (TECH-16)

ULB Level Ama Bus Stand Committee , Kalahandi 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.

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

2.4.2 Technical Qualification proposal (Envelope II)

1. Evaluation of the Technical Qualification Proposal will be done only for those Bidders who meet **Pre-qualification criteria and submit requisite proof of document,**
2. The Technical evaluation of each Qualification Proposal shall be undertaken based on the following Qualification Criteria and technical mark shall be awarded to the bidders.

| SI.No | Technical Evaluation Parameter | Technical Evaluation Criteria | Max Score | Documents Required |
|-------|---|--|-----------|---|
| TQ1 | Number of years of operations in Facility Management Services. | <ul style="list-style-type: none"> • 3 years – 5 marks • 4 years – 10 marks • 5 years or more – 15 marks | 15 | A copy of work orders / agreement / client certificate copy previously issued |
| TQ2 | The bidder shall have minimum INR 10 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years. | <ul style="list-style-type: none"> • For INR 10 – 15 crore – 5 marks • For INR 15 – 25 crore – 10 marks • More than INR 25 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 | Net Worth | <ul style="list-style-type: none"> • For INR 2 Cr. -5 marks • For INR 3-4 Cr. -10 marks • More than 5 Cr. -15 marks | 15 | |
| TQ4 | Experience of Government FMS service or similar assignments (which should include project / scheme) with a minimum supply of 50 manpower over 2 work orders / 100 skilled manpower in a single work order projects in 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. | <ul style="list-style-type: none"> • For each project 2 marks will be awarded • Maximum score is 20 marks | 20 | Such workorders to be produced from concerned Authority. |
| TQ5 | At least 100 manpower for FMS Services on the EPF roll of the bidding firm for last three financial years. ESI copy to be submitted. | <ul style="list-style-type: none"> • 100 – 200 nos. of resources - 5 Marks • 100 – 200 nos. of resources - 10 Marks • 400 or more nos. of Resources – 15 Marks | 15 | A copy of the EPF statement |
| TQ6 | Valid ISO certification timeline | <ul style="list-style-type: none"> • ISO 9001- 3 Marks • ISO 14001- 3 Marks • ISO 45001-4 Marks | 10 | A copy of the ISO certificate |
| TQ7 | Presentation (Date to be communicated later) – maximum 10 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.) | 10 | Presentation |

3. Prior to completion of the evaluation of the Qualification Proposal, the Bidder shall be invited to put forward a technical presentation. The date, time and venue for the technical presentation shall be intimated by the Authority at a later stage.
4. For each Qualification Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 60.
5. The bidder should submit copies of completion certificates and/or work orders from client as documentary evidence for evaluation of Experience of undertaking similar assignments of each category.
6. The bidders who will obtain minimum 60 Marks will be considered as technically qualified bidder for opening of Financial Bid.

2.4.3 Opening of the Technical Proposal

1. The Authority will open the hard copies of the Technical Proposals at the time, date and place specified in the Bidder Data Sheet. The Technical Proposals will be opened in the presence of the Bidders whose designated representatives choose to be present.
2. The Authority will prepare a record of the opening of the Technical Proposals that will include, as a minimum, the names of the Bidders from whom Proposals have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
3. The qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
4. Any information contained in a Technical Proposal will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the Bidder.
5. Once the Technical Proposals have been opened, the Eligibility Proposals shall be evaluated and all Bidders whose Eligibility Proposals meet the Eligibility Criteria, shall qualify for the evaluation of their Qualification Proposals. Once the Qualification Proposals have been evaluated, Bidders whose Qualification Proposals meet the Qualification Criteria will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 2.4.6.

2.4.4 Overall Evaluation Process

1. 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.
2. Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Technical Proposal.
3. 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, **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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 **ULB Level Ama Bus Stand Committee, Bhawanipatna**.
4. Any information contained in the Bid shall not in any way be construed as binding on **ULB Level Ama Bus Stand Committee, Bhawanipatna**, 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.
5. **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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 thereof.
6. The duly completed Proposal along with other prerequisites documents as per the RFP, shall be submitted on or before the date, time and at the place specified in the Bidder Data Sheet. Proposals received by the Authority after the specified time on the Proposal Due Date will not be eligible for consideration and will be summarily rejected. Bidders may seek any clarifications on the tendering process during the Pre-Proposal Meeting to be held in accordance with Clause 2.2 above.
7. It may be noted that the hard copies for the Technical Proposal and Financial Proposal to be submitted as per the format mentioned in RFP.
8. Each page of the Technical Proposal and Financial Proposal should be numbered and clearly indicated using an index page.

9. **Any deviation from the prescribed procedures / information / formats / conditions set out in this RFP shall result in out-right rejection of the Proposal. All the pages of the Proposal must be sealed and signed by the authorized representative of the Bidder. Proposals with any conditional offer shall be out rightly rejected.**
10. The Bidder shall submit Technical Bid & Financial Bid Qualification proposal in separate Envelope as per specification in accordance with this Tender. **The Bidder shall submit the hard copy.**
11. Pre-Qualification, Technical Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with Tender by Speed Post/ Registered Post to Executive Officer, Bhawanipatna Municipality, 766001, Odisha.

2.4.5 Financial Proposal (Envelope III)

1. Qualification Proposal, including all documents listed in Section 3 Clause 12 below.
2. The Bidders shall submit the Financial Proposal in the Financial Proposal Format as per Tech 17.
3. The Bidders shall submit detailed financial break up of Total Financial Proposal.

2.4.6 Financial Evaluation (3rd Stage):

1. The Financial Proposals of only those Bidders who have passed the technical evaluation (2nd Stage) with a minimum score of 60 shall be opened in the presence of the Bidder's representatives who wish to be present with a proper authorization letter.
2. The name of the Bidder along with the quoted Annual Comprehensive Facility Management Cost will be announced during the Financial Proposal opening. If there is only 1 qualified Bidder, the Authority may, at its sole discretion, decide to open this Bidder's Financial Proposal.
3. Following the opening of the Financial Proposals, the Authority shall evaluate the Financial Proposals for responsiveness. A Financial Proposal shall be considered responsive only if the Bidder has populated the mandatory rows of the financial proposal format.
4. The Authority shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project.
5. The bidder should necessarily give the financial details in the **Tech 17: 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.
6. 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.
7. The Financial Proposal shall not contain any technical information.
8. The technical proposal should not contain any financial information, if found same shall be considered as rejected.

2.4.7 Selection of Bidder

1. 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").
2. If two or more Bidder have the lowest in the financial bid, then **ULB Level Ama Bus Stand Committee, Bhawanipatna** shall award the work to the bidder with highest technical score.
3. After selection, a Letter of Award (LOA) shall be issued, in duplicate, by **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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, **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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 **ULB Level Ama Bus Stand Committee, Bhawanipatna** on account of failure of the Successful Bidder to acknowledge the LOA.
4. 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).
5. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

6. The cover Envelope IV shall clearly bear the following identification: " **“facility management service (FMS) providers (agencies) for 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 -
7. 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.
8. 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.
9. Further, Bidder are required to submit all details only as per Tender document. In the event, any of the instructions mentioned herein have not been adhered to; the TIA reserves the right to reject the Bid.
10. Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
11. Bids should be submitted on or before time and the Due Date as specified in the Tender.
12. Bids should be submitted before 3:00 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.
 - a. Tender processing fee as per Tender & EMD along with Pre-Qualification documents (**Envelope I**), signed copy of the Tender,
 - b. Technical Qualification proposal (**Envelope II**) and
 - c. Financial Proposal (**Envelope III**)
13. **ULB Level Ama Bus Stand Committee, Bhawanipatna** may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.
14. Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.4.8 Modifications/ Substitution/ Withdrawal of Bids:

1. 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.
2. Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by **ULB Level Ama Bus Stand Committee, Bhawanipatna**, shall be disregarded.
3. **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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 **ULB Level Ama Bus Stand Committee, Bhawanipatna** as non- responsive.
4. The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by **ULB Level Ama Bus Stand Committee, Bhawanipatna**, 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 **ULB Level Ama Bus Stand Committee, Bhawanipatna**. Bidder may by specific instructions in writing to **ULB Level Ama Bus Stand Committee, Bhawanipatna** give the details for name and address of the person in whose favor the said demand draft shall be drawn by **ULB Level Ama Bus Stand Committee, Bhawanipatna** for refund, failing which it shall be drawn in the name of the Bidder.
5. 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.
6. **ULB Level Ama Bus Stand Committee, Bhawanipatna** shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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 **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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.

2.4.9 Implementation Process & Contract Period

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

a) Mobilization Period

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

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

b) Contract Period

The Contract Period shall start from the 'Effective Date' as defined above and shall be valid for a period of 05 years. However, in case of unsatisfactory performance the Authority may cancel the contract by giving at least 60 days' notice. Similarly in case the selected FMS agency wants to terminate the contract shall give Authority at least 60 days of time.

2.4.10 Payment Terms and Escalation

Payments to the CFMS Provider will be made as follows:

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

- (a)** Within [30 (thirty)] days from the Commencement Date, the designated engineer / nodal department in-charge for the Facility shall, along with the FMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require, or have, an AMC (AMC List).
- (b)** In accordance with Clause 7.16 of the Services Agreement, the CFMS Provider will enter into AMCs for the equipment as set out in the AMC List (except for the equipment for which there is an existing AMC) with the authorized service providers of the relevant equipment and will be reimbursed, on actuals, the cost of the AMCs for such equipment on submission of original bills. For the equipment in the AMC list for which there are existing AMCs, the CFMS Provider shall coordinate with the AMC service providers to ensure timely repair and maintenance of the relevant equipment.
- (c)** All technical assessment and adequate scope of the AMC providers will be identified and captured in the AMC by the CFMS.
- (d)** The FMS Provider will be paid 3% of the total AMC charges in the billing period (for both AMCs directly entered into by the FMS Provider and for AMCs executed by the Authority) as management fees (AMC Management Fees).
- (e)** The AMC terms and conditions shall be pre-approved by the designated engineer / nodal department in-charge;
- (f)** AMC for any 'branded item' not identified initially in the AMC List, or required later, can be given to the CFMS Provider in the same manner, and on the same terms, as described above.

2.4.10 I) Payment for specific services:

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

General Pest Control, Disinfestations Treatment, Rodent Control, Fly Control and Mosquito Control

Maintenance of doors/windows/Furniture & Furniture

Maintenance of traditional Ceiling

Other false ceiling

- b. The requirements related to these services are detailed out in the 'Scope of Work' of this document. Please note that no separate costs related to manpower or consumables shall be payable for these services. Any specific services as mentioned above for the indicative list the FMS provider seeks to take up has to approved by the Authority.
- c. Dormitory services like housekeeping, room rent collection, collection of license fee etc. shall be managed by the FMS provider. The FMS provider shall collect the rent & deposit the same in designated Bank Account.
- d. Parking Management Services shall be managed by the FMS provider.
- e. Any Statutory payments to govt bodies or TPWODL or annual testing Fee/rectification charges if any after approval of the Authority shall be paid/reimbursed to the selected FMS provider.

2.4.10 (II) Payment for Consumables (Spare Parts) as part of OPEX

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

For example:

- d. The FMS provider is expected to bear the cost of replacement /repair of material upto a maximum of Rs 10000 (ten thousand) per month subject to the condition that cost item is less than Rs 1000 (one thousand) in each case. Where the cost of item to be replaced/repair shall is more than 10000 (ten thousand) in each case or where the monthly limit of Rs 10000 is exhausted the excess amount to be reimbursed by the Authority.
- e. Any consumables which are not identified initially, but are required at a later stage, may be added in the same manner, and on the same terms, as described above after due approval of the Authority.

CAPEX (Capital Expenditure)

- a) The selected FMS Agency within 7 days of signing of agreement shall submit to the Authority a list of items has to be procured for running of the Bhawanipatna Bus Terminal. Post approval of the Authority the items has to be procured within 7 days and installation has to be completed. Indicative list of items that may be procured by the FMS agency are CCTV Camera's, Fans, Lights, AC's etc. The Selected FMS agency shall be eligible for 30% advance for procurement of CAPEX items and remaining 70% shall be paid after successful installation of the procured items as approved by the Authority.
- b) FMS service provider will manage CapEx for the miscellaneous items to be installed at the facility which may be inclusive of below (the below is an indicative list and may not be inclusive/limited to the below items).The Authority may procure the items as well and provide to the CFMS provider.
 - (i) Parking Management System
 - (ii) Automated ticketing facilities.
 - (iii) Fitments and Chairs, tables, AC, PC, printer for data entry at entry points
 - (iv) CCTV for bus bays
 - (v) Fans in corridors to be installed
 - (vi) Ticket counters with Signage and electricity connections
 - (vii) Digital Advert signages
 - (viii) Adequate lighting investments
 - (ix) Prepaid electricity Meters installation in shops
 - (x) RO drinking plant
 - (xi) Any other items with approval of authority.

Any CaPex investment by the FMS provider as approved by the Authority shall be billed separately. Other CaPex will be decided based on the CPWD manual as the contract ages / based on equipment life jointly by Authority and FMS Provider.

Escalation of Manpower Cost

To be done on an yearly basis subject to market conditions, regulatory guidelines and suggestion of the Steering Committee.

Change in Law

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

Revenue Generation

FMS provider to ensure revenue generated by advertisements, digital signages, entry/exit fee of buses and may use the premises to bring additional revenue to the Authority.

A prior approval from the Nodal officer on the above would be required on monthly basis. Details of all Revenue generated will be notified to the Authority on Monthly MIS. Revenue profit may be shared with the FMS provider as per mutually agreed modality

2.4.11. Performance Bank Guarantee (PBG)

1. Within 7 days of issuance of the Letter of Award, the Selected Bidder shall furnish an unconditional, irrevocable, and on-demand Performance Bank Guarantee amounting to **10%** of the Annual Comprehensive Facility Management Cost (as accepted) from a Scheduled Bank situated in Bhawanipatna in favour of "**ULB Level Ama Bus Stand Committee, Bhawanipatna**", as per the format at Annexure-II. The PBG shall be valid for a period of ***three months beyond the Contract Period*** (calculated from the Effective Date). The PBG shall secure the FMS Provider's obligations under the Service Agreement. The PBG shall be released immediately after three months of expiry of the Contract Period provided there is no breach of contract on the part of the FMS Provider and subject to the Authority's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the FMS Provider.
2. It is expressly understood and agreed that the PBG is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the PBG is not to be construed solely to cover all the damages payable by the FMS Provider as detailed / stipulated in the Service Agreement.
3. Should the Contract Period, for whatever reason be extended, the FMS Agency shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Authority before the expiry date of the PBG originally furnished.
4. Appropriation of PBG in case of failure to commence operations: In addition to any other events for which the Authority may have a right to forfeit the PBG under this RFP or the Service Agreement, the PBG shall be forfeited if the FMS Provider fails to commence operations of the FMSs as per the requirements of this RFP and the Service Agreement.
5. Upon occurrence of a FMS Provider default under the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the PBG as damages for such default. Upon such appropriation from the PBG, the FMS Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire PBG provide a fresh PBG, as the case may be, failing which the Authority shall be entitled to terminate the Service Agreement.
6. Performance Bank Guarantee is governed for supplies and services as follows:
7. 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.
8. The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
9. The selected bidder shall furnish Performance Bank Guarantee as follows:
10. 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**.
11. 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.
12. The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of **Letter of Award (LOA)**.
 1. 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.
 2. **ULB Level Ama Bus Stand Committee, Bhawanipatna** shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 3. Any amount imposed as a fine by **ULB Level Ama Bus Stand Committee, Bhawanipatna** for

irregularities Committed by the successfulbidder.

4. Any amount which **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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.
5. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
6. Any other outstanding amount.
7. 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.

Contacts during BID Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time as **ULB Level Ama Bus Stand Committee, Bhawanipatna** 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, **ULB Level Ama Bus Stand Committee, Bhawanipatna** and/ or their employees/ representatives on matters related to the Bids under consideration.

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.

2.4.12 Contract Negotiation

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

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.

2.4.13. Award of Contract

1. After completion of any negotiations, the Authority shall, issue the letter of award (**LOA**) to the Selected Bidder:
 - i. declaring it as the Selected Bidder;
 - ii. accepting its Financial Proposal;
 - iii. requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 days of issuance of the LOA, indicating the date on which it proposes to execute the Service Agreement, which in no event shall be later than 15 days from the date of the LOA; and

- iv. requesting it to submit the PBG in accordance with Clause 18.
2. The Authority shall also notify all other Bidders about the result of the selection process.

2.4.14. Conflict of Interest

1. A Bidder shall not have a conflict of interest (**Conflict of Interest**). A Bidder, shall be considered to have a Conflict of Interest if the Bidder or its Associate:
 - I. is under common Control with any other Bidder or Associate.
 - II. has direct or indirect shareholding or other ownership interest in any other Bidder, or its Associate; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or Associate in the other Bidder, or Associate is less than 5% of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act; or
 - III. receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or
 - IV. has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this RFP.
 - V. has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Authority regarding the Bid Process; or
 - VI. submits more than one Proposal under this RFP (including through its Associates). This will result in the disqualification of all such Proposals submitted by the Bidder and its Associates; or
 - VII. has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project.
2. A Bidder, or its Associate, shall also be deemed to have a Conflict of Interest in the following circumstances:
 - a. Conflicting Assignment/job: A Bidder or any of its Associates shall not be hired for any assignment/job that, by its nature, may be in conflict with the FMSs being procured under this RFP to be executed for the Authority.
 - b. Conflicting Relationships: A Bidder that has a business or family relationship with a member of the Authority or GoO's staff who is directly or indirectly involved in any part of:
 1. The preparation of the Terms of Reference;
 2. The Bid Process, or
 3. Supervision of the Service Agreement,
 4. Unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.
 - c. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of the Service Agreement.

FMS not to benefit from commissions discounts, etc.

3. 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.

4. 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

5. 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

6. 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.

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.

Obligation of the Client

1. Assistance and Exemption

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.

2. 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.

3. Changes 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.

4. 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.

5. 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.

6. 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.

7. 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

2.4.15. Disclosure

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

B.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.

2.4.16. Fraud and Corrupt practices

- 1) Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- 2) Without prejudice to the rights of the Authority under Clause 21(a) above, in the event that a Bidder is found by the Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Authority, either indefinitely or for a stated period of time from the date such Bidder is found by the Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- 3) Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of the Financial Proposals, and recommendation for award of contract, will result in the rejection of the Proposal.
- 4) For the purposes of this Clause 23, the following terms will have the meanings given to them below:

- I. **corrupt practice** means: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this RFP or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Authority, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);
- II. **fraudulent practice**: means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- III. **coercive practice**: means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- IV. **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 21); and
- V. **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

2.4.17. Prohibition against collusion amongst bidder(s)

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

2.4.18. Language of proposal

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

2.4.19. Cost of Bidding

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

2.4.20. Governing Law and Jurisdiction

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

2.4.21. Confidentiality

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

Proposals.

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

2.4.22. Amendment of the RFP document

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

2.4.23 Authority's Rights

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

- a. invite all the remaining qualified Bidders to match the quote offered by the Selected Bidder (i.e. the lowest quote);
 - b. if only one qualified Bidder matches the quote of the Selected Bidder, then such qualified Bidder will be declared the Selected Bidder. If more than one qualified Bidder matches the Selected Bidder's quote, then the qualified Bidder who quoted the lower amount in the first round of bidding shall be declared the Selected Bidder;
 - c. if no Bidder matches the Selected Bidder's quote, then the Authority may, at its sole discretion, invite fresh Financial Proposals from all qualified bidders except the Selected Bidder or annul the Bid Process. If the Authority invites fresh Financial Proposals, then only such Financial Proposals will be considered which are lower than the second lowest quote discovered through the first round of bidding.
- 3) If it is found during the Bid Process, at any time before signing the Service Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified. If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Service Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Authority to the Selected Bidder.
- 4) Upon any disqualification, cancellation or termination in accordance with this Clause, the Authority will not be liable in any manner whatsoever to the Bidder. Additionally, the Authority will have the right to forfeit and appropriate the PBG if the Service Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Authority as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the RFP, the Service Agreement or Applicable Laws.

2.4.24. Disqualification of Proposal

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

- a. The Proposal has been submitted without the Bid Processing Fee;
- b. The Proposal has not been submitted in accordance with the procedure and formats as prescribed in the RFP;
- c. During the validity of a Proposal, as may be extended, the Bidder increases his Price Offer;
- d. The Proposal is received in an incomplete form;
- e. The Proposal is received after the Proposal Due Date;
- f. The Proposal is not accompanied by all the requisite documents / information;
- g. The Proposal submitted is with assumptions, conditions, qualifications, conditions or uncertainty;
- h. The Proposal is not properly sealed or signed;
- i. The Proposal does not conform to the requirement of the scope of the work of the assignment;
- j. The Bidder is in breach of Clause 21 of this RFP at any point of time during the Bid Process;
- k. If, the Technical Proposal (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the Bidder) is found to contain any information on price, pricing policy, pricing mechanism.

3-TERMS OF REFERENCE

3.1 Project of Background

The modern and well-equipped Bhawanipatna Bus Stand is located at the heart of the City of Bhawanipatna over -- Acres of prime land.

The Project components along with area statement is annexed herewith as **Annexure-A**.

3.2 Project objective

The objective is to select eligible Bidders to provide Facility Management Services to the Authority at the Bhawanipatna Bus Station. The broad services expected from the FMS Provider are as follows:

- a. Operation and Maintenance of all electrical and mechanical equipment;
- b. Housekeeping and sanitation services;
- c. Security, caretaker services;
- d. Horticulture, gardening, plantation and lawn maintenance;
- e. Help desk & front desk management;
- f. Waste management;
- g. Parking and visitor management;
- h. Bus operations: Management of incoming & outgoing Buses of state or various interstate and private operators
- i. General pest control;
- j. Reporting and complaint management;
- k. Coordination with other service providers;
- l. Cleaning of roads, grounds, building facade and drains;
- m. Building plumbing, carpentry and masonry services;
- n. Crisis management including primary fire-fighting and lift rescue operations;
- o. Management of dormitories.

3.3 Scope of work

The FMSP shall carry out the operation & maintenance of the bus stand as per the best standards as per scope mentioned and mostly limited to the following 2 key areas-

- a. Staffing for bus stand and
- b. Operation & Maintenance activities

Staffing for Bus Stand

1. The FMS Provider shall deploy one Manager for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of Work.
2. The minimum manpower required to be provided by the FMS Provider is as set out in **Annexure B**.
3. FMS Provider shall provide the above minimum manpower to efficiently and effectively manage the facility. However, FMS Provider shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the FMS Provider.
4. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the FMS Provider during the Contract Period and as required from time to time with due approval from District Level Committee
5. The payment of such manpower shall be consistent with the rate quoted by the Bidder for such manpower in the BOQ
6. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.
7. During day shifts the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
8. The tentative duration of working hours/operational hours of Bhawanipatna Bus stand will be 8 hours, subject to finalization of timings by the Authority to be conveyed at the time of signing of agreement.
9. Police verification of the manpower deployed by the FMS Provider should be complete and must be shared with the Authority upon request.
10. The FMS Provider shall comply with all Applicable Laws in relation to the payment of wages for any manpower deployed (Notification No: 6078/LC, Bhubaneswar, dated 19.10.2022 of Office of the Labour Commissioner: Odisha: Bhubaneswar).
11. Disbursing Authority will verify the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.

Role and responsibilities of manpower

1. **Bus Stand Manager:** Responsible for overall bus stand operations, staff management, and coordination with relevant authorities.
2. **Technical Staff (Electrician & Plumber):** Conducts regular inspections to ensure compliance with safety, cleanliness, and operational standards. To monitor safety procedures and compliance with safety regulations. Handle maintenance and repairs of equipment and infrastructure.
3. **Customer Service Representatives/Helpdesk:** Assist passengers with inquiries, ticketing, and information.
4. **Ticketing Staff & Parking Fee Collector:** Responsible for selling tickets, managing ticketing systems & collecting parking fees from visitors and bus crew.
5. **Cleaning & Sweeping:** For cleaning and housekeeping services of entire bus stand.
6. **Gardening:** Maintenance and upkeep of garden.
7. **Security Personnel:** For overall safety & security of the bus stand.

Staff Uniform

The FMSP has to provide clearly distinguishable uniform to all the staff including security, cleaning, housekeeping, technical etc with identity cards.

Staff Training

Periodic training and skilling of the staff as per requirement and their roles and responsibilities is to be ensured by the FMSP and ULB.

- a. **Orientation Training:** Orientation training to be provided for the bus stand's operations, emergency procedures, and their specific job roles.
- b. **Customer Service Training:** Train employees in customer-facing roles on effective communication, conflict resolution, and dealing with customer inquiries and complaints.
- c. **Safety Training:** Ensure all staff receive safety training to handle emergencies, including fire safety, first aid, and evacuation procedures.
- d. **Technical Training:** Provide specific technical training for roles like ticketing staff, where employees need to use computer systems or ticketing software.
- e. **Security Training:** Train security personnel on surveillance systems, access control, and handling security incidents.

Operation & Maintenance by FMSP

1. Day to day unhindered running of the entire facility as per the satisfaction of the Bus Stand Management.
2. Preservation of machinery, building and services in good operating condition.
3. The FMSP shall 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.
4. The Bus Stand Management shall re-imburse the FMSP for purchase of consumables, materials, equipment etc., whichever is necessary for the bus stand on a monthly basis on producing authentic bills and reports.
5. Co-ordination with Vendors/ Suppliers/ Manufacturers for preventive maintenance.
6. MIS reporting for overall management of services.
7. Linkage with MCC and MRF ensuring that waste generated at the bus stand is collected and managed efficiently.
8. Broad areas under O&M-
 - a. Housekeeping & Cleaning services
 - b. Infrastructure Inspection & Maintenance services.
 - c. Gardening & Beautification
 - d. Security Services
 - e. Installation & Upkeep of Signages
 - f. Reporting

Housekeeping & Cleaning Services

1. Cleaning & Sanitation of Bus Stand
 - a. Perform routine cleaning of the internal and external areas to meet the required service standard.
 - b. Ensure cleanliness of all common spaces and space inside the Bus Terminal at periodic intervals.as per the daily service Checklist **Annexure-C**
 - c. Provide additional housekeeping services as and when required by the Authority.
 - d. Deploy equipment for cleaning and shall be responsible for maintaining these at all times.
 - e. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by the FMS Provider.
 - f. Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the premises at any time during the Contract Period other than for repairs.
 - g. In case such repairs take more than a week, the FMS Provider shall arrange to provide alternate equipment for the facility.
 - h. The FMS Provider shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.
 - i. 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.
 - j. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
 - k. 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.
 - l. Clean all water tanks and disinfect such water tanks before the start of the rainy season and as instructed by the Authority.
 - m. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages. (Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheatres, 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.
 - n. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
 - o. Care is to be exercised to ensure passenger safety. Wet floors should be signposted. Trailing cables and open sockets should be made safe.
 - p. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
 - q. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
 - r. The FMS Provider shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas and restrooms including collection and storage.
 - s. FMS shall coordinate with Bhawanipatna Municipality for disposal of wastes from the premises to the designated MCC & MRF site of Bhawanipatna Municipality
 - t. The FMS Provider shall ensure that all consumables as per **Annexure- D** are always available for use FMS Provider shall be required to manage and monitor inventories and inform the Authority in good time to give approval for re-order.
2. Cleaning of Washroom and Toilets
 - a. All sanitaryware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
 - b. 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.
 - c. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
 - d. All toilets should be kept fully stocked with supplies and should be made available at all times.

- e. 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.
- f. Ensure cleanliness of all toilet/washroom inside the Bus stand premises, dormitory, toilet in the dormitory, individual rooms, toilet in the individual rooms and all toilet and all toilet of the bus stand premises at periodic intervals.as per Washroom cleaning Checklist **Annexure-D**

Infrastructure inspection & maintenance

1. FMSP shall deploy manpower across all the areas mentioned with required skill sets to carry out the inspection of civil, electrical, water supply, drainage and HVAC system of Bus Stand.
2. Major repairs or purchases require the approval by appropriate Committees.

4.4.4 CIVIL WORK

1. Getting repair or replacement of damaged infrastructure (walls, tiles, doors, handles, etc).
2. Placing a caution flag when needed.
3. Painting of walls, façade and building to be done once in a year or as and when necessary, as per the bus stand management

Electrical Equipment

1. Always switch off at the mains before connecting or disconnecting attachments to equipment or cleaning the machinery.
2. Report any faults to electrical equipment to the supervisor and not use the equipment if faulty. A broken/faulty machine should be removed
3. Ensure that his/her hands are dry when touching electrical sockets or plugs.
4. Ensure that cables are not trailing across corridors or traffic ways.
5. Always use caution signs when carrying out cleaning duties.
6. Ensure inspection once daily.
7. Proper lighting of billboards, bus boarding areas, parking areas, etc.
8. Ensure installation of air conditioners/fans in all areas like waiting hall, ticket counter, driver rest-sheds.
9. Ensure that all the toilets are fitted with ventilators.

Water supply & drainage

1. Daily inspection of plumbing work to ensure leakage and spill free bus stand.
2. Ensure that there's mat around the drinking water point to avoid risk of wet floor.
3. Ensure that drinking water facility is provided in waiting area in a clearly visible and marked place.
4. Avoid installing drinking water facility near toilets.
5. Ensure regular cleaning, bleaching and covering of drainage lines as far as possible.

Gardening and Beautification

Ensuring proper maintenance and upkeep of garden area. Adequate equipment shall be procured & maintained by FMSP for maintenance of garden. Bus Stand Management shall grow seasonal plants and seasonal flowers as deemed fit to maintain the horticulture/ landscape. Ensure maintenance of inside the Bus Terminal at periodic intervals.as per Gardening Checklist **Annexure-E**

1. **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.
2. **Watering:** Watering of plants should be done in every alternative day.
3. **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.
4. **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.

5. **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.

The FSM shall Ensure all Do's and Don'ts .as per General facility inspection & maintenance rule as annexed herewith as **Annexure-F**

Security Services

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

1. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
2. Ensure safety and security of men and material,
3. Guiding passengers and visitors to desired bus bays/ locations/concerned officials/ occupants,
4. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
5. Prevent entry of stray animals like cow, dogs etc.,
6. Round the clock patrolling of the Facility,
7. Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their carry bags,
8. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
9. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority
10. 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,
11. Having effective control on movement of materials in / out
12. Physical guarding of entry / exit points,
13. Screening / directing of passengers and visitors,
14. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security
15. Assisting the occupants during the emergency evacuation of the terminal,
16. Complete disaster management in case of emergencies/ disasters,
17. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
18. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
19. Providing a logbook register for making entries by the security personnel of their presence at duty site
20. Provide at its own cost: a. proper clean uniform and badges and b. photo identity cards as per laid down rules for Private Security Agencies.
21. FMS Provider shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re- examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. FMS Provider shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
22. The FSM shall Ensure all Do's and Don'ts .in respect of safety as annexed herewith as **Annexure-G**.

Installation and upkeep of signages

1. The FMSP shall install and maintain signages/sign boards at all appropriate areas for convenience of all users.
2. The sign must be securely mounted on its own post or a light standard, at an angle perpendicular to the street.
3. The FSM shall Ensure all Do's and Don'ts .in respect of Signages annexed herewith as **Annexure-H**

Signages in entry and exit point

- a. **Bus Stand Name and Logo:** This signage can be placed at the top of gate structures and at the walls of the buildings which can be visible from a far distance.
- b. **Directional Signs:** These signs provide information on different areas within the bus stand, such as platforms, ticket counters, restrooms, exits, and waiting areas. They guide passengers to their intended destinations. Signages for persons with disabilities to be marked.
- c. **Parking Signs:** For designated areas where buses, taxis, or other vehicles can park. And No-Parking signs to indicate where parking is not allowed.

Signages in pathways and emergency exit

- a. **No Smoking Signs:** Reminds passengers of the bus stand's no-smoking policy.
- b. **No Entry Signs:** Indicates areas restricted to authorized personnel only
- c. **Emergency Exit Signs:** Indicates the location of emergency exits in case of evacuations.

Signages in pick-up drop points

Accessibility Signage Indicates accessible pathways, ramps, and facilities for passengers with disabilities. A wheel chair sign can be put so that a disabled person can easily be carried out to the desired location

Signages near ticket counter and help-desk

- a. **Lost and Found Sign:** Guides passengers to the designated lost and found area for misplaced belongings.
- b. **Audio signs:** Audible announcements are helpful to most people but particularly to those with visual impairment. It is essential that there is a significant difference between the level of background noise and the level of the signal or announcement.
- c. **Safety Instructions:** Displays safety guidelines and emergency contact numbers for immediate assistance.
- d. **Amenities Signs:** Signages pointing towards facilities such as restrooms, drinking water, ATMs, food stalls, and information counters
- e. **Platform Numbers:** Clearly indicates the platform numbers where specific buses arrive and depart, allowing passengers to locate their designated buses easily.
- f. **Prohibited Items Signs:** Informs passengers about items not allowed on buses or within the bus stand premises.

Signages in waiting hall toilets, rest-sheds and other areas

- a. **Waiting Area Signs:** Signages directing passengers to specific waiting areas based on their destination or bus route.
- b. **Bus Routes and Timings:** Signages displaying bus route information and departure timings help passengers plan their journeys efficiently.
- c. **Signage inside toilets :** No-Smoking, No squatting on commodes, No-Spitting for male, female and PWD Toilets.

Reporting

The FMSP shall establish a MIS system for reporting. The FMSP shall submit the following reports as and when needed by the supervising committees-

- a. Consumable register
- b. Attendance register
- c. Staff list
- d. IT Assets Complain register.
- e. Office Visitors Register

- f. Lost & Found Register
- g. Incident Management Register
- h. Machine and Tool register
- i. IT Assets register

Parking Management

Apart from the Bus Operations, the Bus stand has parking areas for 4-wheeler and 2-wheelers as well. The activities and responsibilities of the FMS Provider with respect to parking and vehicle management are as follows:

1. Support for parking management.
2. Manage operations at entry and exit terminals including automated ticketing facilities.
3. Vehicle and traffic management within the Facility.
4. Manage way - finding / space monitoring & guiding for parking; and Coordination with **ULB level Committee**, where required.

Bus parking fee collection

1. Bus parking fee collection is a primary source of revenue for the bus stand.
2. The **ULB level Committee** shall fix the parking charges in consultation with concerned stakeholders.
3. Bus fee can be on a daily, monthly and yearly basis with upfront payment based on size & type of the bus and the type of ULB. Bus parking fees from drivers/bus owners should be finalised with proper discussion with bus owners' associations.
4. Collection of fees should be done by parking fee collectors and it should be regularised through digital medium as much as possible to ensure transparency.
5. Entry and exit of all vehicles should be properly recorded by security/parking fee collector and POS machines should be used to generate proper parking bills.

Parking fess for visitors

1. Collection of hourly parking fees from visitors/passengers.
2. Separate parking charge for 2-wheelers and 4-wheelers.
3. The **ULB level Committee** shall decide the parking charges in consultation with concerned stakeholders.
4. The FMS provider may consider advising the ULB Level Ama Bus Stand Committee to install additional equipment to manage and monitor the entry and exit points including automated ticketing facilities.

Help Desk & Reception Services

The FMS Provider shall operate the front-desk/help-desk as per the guidelines provided by the Authority. These Services pertain to assisting/guiding the visitors, Authority's staff, attending to problems at the helpdesk and resolving the problems to closure, which occur on day-to-day basis. The help-desk/front-desk operations shall include responding and resolving the problems which may related to visitors/premises which may or may not be logged (problems such as failure of Public Announcement System, UPS, fire alarm etc.).

4 -Payment terms and condition

1. The certificate on the satisfactory performance of the service by FMSP shall be issued by the **ULB level Committee** or anyone authorized by the ULB Level Ama Bus Stand Committee and in consideration of the services performed by the FMSP at the time of Aggrement .
2. The ULB Level Ama Bus Stand Committee shall make to the FMS such payments and in such a manner as is provided in the Agreement.
3. The payment will be made by the ULB Level Ama Bus Stand Committee directly to the Bank Account of the FMSP towards the service performed for the concerned period.
4. The FMSP 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 ULB Level Ama Bus Stand Committee for necessary records.

4.1 Payment for Manpower Resources

1. The payment for the manpower deployed for the Facility Management Services will be done through equal monthly instalments (depending on the actual manpower deployed and the Man Month Rates quoted by the FMSP in its Financial Proposal) during Contract Period.
2. The ULB Level Ama Bus Stand Committee may at any time during Contract Period instruct the FMSP to deploy additional staff and personnel at the Facility (over and above the minimum number of staff and personnel)
3. In pursuant to receiving such instructions from the ULB Level Ama Bus Stand Committee, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff as set out in the Financial Proposal.
4. If the FMSP, to ensure quality hospitality services, needs to deploy any additional staff or personnel at any time during the Contract Period to perform the Services, it shall do so only with the prior written approval of the ULB Level Ama Bus Stand Committee and Payment for such additional staff and personnel shall be borne by the service provider.

4.2 Payment for Consumables – As per Annexure

1. An indicative list of consumables as per Annexure- I to be used in providing the FMSs is set out at above Within 30 (Thirty) days from the Commencement Date, a one-time 'consumables consumption approval' (detailing the allowable usage of consumables based on the scope of work and service level agreements) shall be given by the **ULB level Committee**.
2. A separate 'Rate Approval' committee shall also be set up by the **ULB level Committee** to finalize the rates of consumables to be used by the ULB Provider based on market price discovery. This committee shall approve/ revise the rates of consumables bi-annually.
3. The FMSP shall be required to raise bills for the consumables as per the consumption and rates fixed by the **ULB level Committee** monthly.
4. Any consumables, not identified initially, or required later, can be added in the same manner, and on the same terms, as described above.
5. 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 ULB Level Ama Bus Stand Committee as applicable and same shall be handover to Store in charge/Housekeeping in charge of the Bus Stand before commencement of next month.
 - i. **Miscellaneous Cost:** Miscellaneous Cost like AMC of equipment, Insurance (project related), Utility Bills, and License Fee etc. will be paid by the ULB. FMSP shall assist and facilitate in selection of vendors/suppliers for the rendering the services.
 - ii. **Basic Utilities:** Basic Utilities like Water and Power Supply will be provided by the ULB to FMSP, however the infrastructure required for use of water and power supply shall be the responsibility of FMSP.
 - iii. **Statutory and Regulatory Compliances:** Procurement or renewal of statutory and regulatory compliances shall be done by the ULB Level Ama Bus Stand Committee. The Committee may seek advice from FMS for such procurement or renewals.
 - iv. **Extension/Renewal of Contract:** The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the ULB Level Ama Bus Stand Committee may be considered taking into account the performance of the FMS and mutual consent. However, ULB Level Ama Bus Stand Committee is not bound to consider any such extensions. The extension or renewal of the contract shall be as per the terms as approved by the ULB Level Ama Bus Stand Committee.
 - v. **Escalation of Manpower Cost:** To be done on an yearly basis subject to market conditions, regulatory guidelines and suggestion of the Steering Committee.

4.3 KEY CLAUSES OF SERVICE AGREEMENT WITH FMSP

Materials, Machinery & Equipment

1. The FMSP 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 ULB as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.

2. The indicative list of key tools & Equipment to be deployed by the FMSP is annexed herewith as **Annexure- J** and the list of indicative machines to be provided by the FMSP round the clock is annexed herewith as **Annexure-K**
3. The FMSP shall bear all the costs including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
4. All the material brought to the site shall be duly accounted for by the FMSP 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 ULB. The ULB Level Ama Bus Stand Committee 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 ULB in writing.
5. 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 ULB as applicable.
6. 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
7. 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 ULB Level Ama Bus Stand Committee as applicable and same shall be handover to Store in charge/Housekeeping in charge of the concern authority of OSRTC before commencement of next month.

Labour

1. The FMSP shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
2. The FMSP shall, if required by the ULB, deliver to the ULB a return in detail, in such form and at such intervals as the authorised officer of ULB may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the FMSP on the site and such other information as the ULB may require.

Compliance with Labour Regulations

1. During continuance of the contract, the FMSP shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local ULB 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 ULB.
2. The FMSP shall keep the ULB indemnified in case any action is taken on the ULB 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 ULB 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 FMSP, the ULB shall have the right to deduct any money due to FMSP, including his amount of performance security. The ULB 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 ULB.
3. The employees of the FMSP in no case shall be treated as the employees of the ULB at any point of time. Further the Contract does not bind ULB for absorbing the employees, FMSP and consultants of the FMSP as its employees at any point of time during the contract term or beyond that.

Insurance

1. The FMSP shall provide, in the joint names of the FMSP 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 FMSP'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)inconnection with the Contract: and
 - d. Personal injury or death.
2. Policies and certificates for insurance shall be delivered by the FMSP to the ULB for the ULB'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.
3. Alterations to the terms of insurance shall not be made without the approval of the ULB. Both parties shall comply with any conditions of the insurance policies.

Safety

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

1. In respect of all labour directly or indirectly employed in the work for the performance of the FMS's part of this contract, the FMSP 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.
2. FMSP is responsible for co-ordination and management of delivery of services from AMC vendors / suppliers / contractors; therefore, for ensuring safety compliance by them, FMSP is required to monitor the delivery of service and report ULB in case of non-compliance of safety requirements immediately.

Liquidated Damages

1. The FMSP shall pay liquidated damages to the ULB at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The ULB may deduct liquidated damages from payments due to FMSP. Payment of liquidated damages does not affect FMSP's.
2. In case of continued default or repetitive non-performance at regular intervals, ULB 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%.

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 FMSP if the loss or damage arises from the FMSP's acts or omissions or damage to main FMSP's work.

Manuals & Registers

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

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:

Non-Political Events

1. 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.
2. Radioactive contamination, ionizing radiation.
3. Epidemic, famine.
4. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
5. Strikes or boycotts or industrial action or any public agitation of any kind.
6. Any event or circumstances of a nature analogous to any of the foregoing.

Political Event

1. 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.
2. Expropriation or compulsory acquisition by any Competent ULB 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 FMSP or such person.
3. The FMSP 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 ULB shall verify the facts and grant such extension if facts justify.

Termination

The ULB Level Ama Bus Stand Committee may terminate the Contract that the agreement could be terminated only in the event of breach of contract by FMSP Agency, hence the 60 days' notice in writing shall only be served by the ULB Level Ama Bus Stand Committee and by either party clearly mentioning the particular grounds of Breach of Contract with a copy to the FMSP Agency.

Breach of contract by FMSP

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

- a. The FMSP 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 ULB as per the provision of the requirement and scope of the study.
- b. The FMSP is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c. The ULB Level Ama Bus Stand Committee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMSP fails to correct it within a reasonable period determined by the authorized representative of the ULB. the FMSP does not maintain a Performance Security which is required.
- d. The FSP 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.
- e. If the FMSP, in the judgment of the ULB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f. In case the FMSP is a partnership firm or any other such legal entity having more than one constituent, the FMSP 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 FMSP shall not be diluted or varied during the subsistence of Contract.
- g. The FMSP shall not engage the services of any Sub-FMSP for the purposes of discharging entire obligation under the Contract without approval of the ULB Level Ama Bus Stand Committee.

- h. If the FMSP, after keeping of a notice in writing by the ULB Level Ama Bus Stand Committee, 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.
- i. If the FMSP commits any acts of defaults with respect to conditions of contract.

Payment upon termination

If the Contract is terminated because of a fundamental breach of Contract by FMSP, the authorized representative of the ULB Level Ama Bus Stand Committee 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 ULB Level Ama Bus Stand Committee exceeds any payment due to the FMSP, the difference shall be a debt payable to the ULB Level Ama Bus Stand Committee 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 ULB shall give notice in writing of the fact to the FMSP, 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.

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 |
| Toilet cleaning works as per checklist & as per the prescribed standard | 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 ULB to perform requisite work assigned | 100 % | 100 % | 1% of the monthly bill |
|--|-------|-------|------------------------|

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

DRAFT CONTRACT

[To be executed on stamp paper of requisite value]

COMPREHENSIVE FACILITY MANAGEMENT SERVICES CONTRACT

BETWEEN

[BHAWANIPATNA MUNICIPALITY]

AND

[●]

[FACILITIES MANAGEMENT SERVICE (FMS) PROVIDER]

Date:

(On Stamp Paper)

SERVICES AGREEMENT

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

BETWEEN

BHAWANIPATNA MUNICIPALITY (hereinafter referred to as the "**Authority**") with its with its registered office at Bhawanipatna, Kalahandi, Odisha (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the **ONE PART**;

AND

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

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

WHEREAS

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

- (f) The Authority and the FMS Provider are now entering into this Agreement to record the terms and conditions on which the Services shall be provided by the FMS Provider.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

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

Affected Party has the meaning given to it in Clause 21.1.

Agreement means this Facility Management Services Agreement.

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

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

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

AMC means annual maintenance contract.

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

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

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

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

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

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

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

- (i) the enactment, coming into effect, adoption, promulgation, notification, amendment, modification or repeal (without re-enactment or consolidation) of any Applicable Laws;
- (ii) the imposition of a requirement for obtaining any Government Approvals not currently required;
- (iii) a change in interpretation of any Applicable Laws by a Government Authority having the legal power to interpret or apply such Law or as finally determined by the highest judicial body; or

- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms and conditions for obtaining such Government Approvals; or
- (v) any (a) change in the rate of an existing Tax; or (b) introduction of a new Tax made applicable on the provision of the Services,

but shall not include a change in any direct Taxes.

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

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

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

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

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

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

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

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

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

ESI means Employees State Insurance.

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

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

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

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

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

Government Authority shall mean the Government of India, any state government in India, any local authority constituted under an act of legislature, any governmental or statutory authority, government department, agency, commission, board, tribunal or court or any other entity exercising any power or function in pursuance of an act of parliament, state

legislature or any rules and regulations made thereunder, authorized to make or interpret or adjudicate upon Applicable Law or having jurisdiction over any matter arising from or in connection with this Agreement, and any successor thereof.

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

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

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

PF means provident fund.

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

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

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

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

SLA means service level agreements.

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

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

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

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

1. Contract Price

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

To be done on an yearly basis subject to market conditions, regulatory guidelines and suggestion of the **ULB Level Committee**.

4.2 AMC Charges

(a) In addition to the Annual Facility Management Cost, the Authority shall also pay to the FMS Provider, all costs incurred by the FMS Provider in relation to the AMCs for branded items/equipment at the Facility in accordance with this Services Agreement, at

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- actuals with agreed management fee.
- (b) For managing, supervising, and coordinating the AMCs for branded equipment and items (including the AMCs which have been directly entered into by the Authority), the Authority shall also pay the FMS Provider an additional fee equal to **5%** of the total AMC charges (**AMC Management Fees**).

4.4 Cost of Consumables

- (a) The FMS provider shall consider all consumable items required for proper maintenance of the Bhawanipatna Bus Stand facility during the contract period while participating in the bid process. No additional payment shall be made by the Authority for consumable items required for the FMS facility at Bhawanipatna Bus Stand.

5. Terms of Payment

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

- (i) a brief description of the Services rendered;
- (ii) costs towards any AMCs entered into by the FMS Provider on behalf of the Authority and the applicable AMC Management Fees;
- (iii) costs towards the Annual Facility Management Costs for personnel and labour actually deployed;

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

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

[•]

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

6. Performance Bank Guarantee

- 6.1 The FMS Provider shall have, prior to entering into this Agreement, submitted to the Authority an unconditional, irrevocable, and on-demand Performance Bank Guarantee (**PBG**) amounting to **10%** of the Annual Comprehensive Facility Management Cost to be paid for the first year of the Agreement Period. The PBG shall be provided to secure the FMS Provider's obligations under this Agreement. This bank guarantee shall be issued by a Scheduled Bank situated in Kalahandi and shall be substantially in the format included in Annexure [•]. The FMS Provider shall ensure that the PBG is valid and enforceable until the expiry of 3 months from the end of the Agreement Period.

- 6.2 The PBG will be released to the FMS Provider immediately after the expiry of 3 months from the end of the Agreement Period provided there is no existing breach of the Agreement on the part of the FMS Provider and subject to the Authority's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the FMS Provider.

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- 6.3 Should the Agreement Period be extended, the FMS Provider shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Authority before the expiry date of the PBG originally furnished.
- 6.4 If the PBG is scheduled to expire before the validity period set out in Clause 6.1 above, then the FMS Provider shall arrange for an extension of the PBG at least [30] days prior to such expiration. If the FMS Provider fails to procure such extension or replacement, the Authority shall be entitled to drawdown the total amount available under such PBG and retain such amount as cash security until such time that the FMS Provider submits an extension or replacement of the PBG.
- 6.5 Notwithstanding anything contained in this Agreement, the Authority shall be entitled to invoke the PBG to recover any payments due from the FMS Provider to the Authority under this Agreement.

7. FMS Provider's Obligations

- 7.1 The FMS Provider shall comply with all Applicable Laws and all rules and regulations of relevant Government Authorities having control or jurisdiction over the Facility while providing the Services. The FMS Provider represents that it is fully aware of, and shall comply with, all Applicable Laws which must be complied with while performing the Services. The FMS Provider shall, without any additional cost to the Authority, furnish to the Authority, promptly upon request, such information regarding itself and its personnel as the Authority may require furnishing to any relevant Government Authority. The Authority shall notify the FMS Provider in writing of any relevant local customs to be adhered to by the FMS Provider, and the FMS Provider shall, after such notification, respect such customs.
- 7.2 The FMS Provider agrees to co-operate with all Authority's personnel and contractors (as well as any personnel of any Government Authority), as have been, or may be engaged by the Authority to perform other works at or adjacent to the Facility. In this regard, the FMS Provider shall, if required, share any service areas with other contractors, occupants, operators or public authorities associated with the Authority.
- 7.3 The FMS Provider shall be responsible for performing all the obligations assigned to it under the RFP, this Agreement, the Terms of Reference and the Scope of Work in accordance with the terms set out herein. The FMS Provider shall ensure that its employees and personnel deployed at the Facility shall adhere to the highest moral standards, consistent with the Authority's policies, rules and regulations and shall be physically healthy and capable to carry out the Services to the satisfaction of the Authority. The FMS Provider shall also provide facilities and services for any other contractors engaged at the Facility as described in more details in Schedule [●].
- 7.4 The FMS Provider shall provide qualified, uniformed staff and personnel (such uniforms shall have been approved by the Authority and shall be distinguished from the uniform prescribed for other categories of staff employed at the Facility) to perform the Services. Such staff and personnel shall carry badges for identification and shall display such identification proof on their person in the course of duty. All staff, employees and personnel appointed by the FMS Provider who are in managerial/ supervisory positions shall be equipped with mobile phones by the FMS Provider.
- 7.5 The FMS Provider agrees and acknowledges that any information received from the Authority pursuant to this Agreement shall not in any way relieve the FMS Provider from its responsibility for providing the Services in accordance with the terms of this Agreement. The FMS Provider shall also perform any incidental work which may not have been specifically mentioned in the Scope of Work, the Terms of Reference and this Agreement but is necessary for ensuring that the Services are performed to the satisfaction of the Authority.

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

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- (b) The FMS Provider shall, if required by the Authority, deliver to the Authority reports, in such form and at such intervals as the Authority may prescribe, detailing the staff and labour employed at the Facility.
 - (c) The FMS Provider shall undertake appropriate diligence and background verification (including police verification, where necessary) of all staff and personnel deployed at the Facility. The FMS Provider shall be solely responsible for the acts and omissions of its employees, staff members, and personnel at the Facility. In the event that any employee or member of the staff or personnel is, in the sole discretion of the Authority, not performing duties as specified in this Agreement or engages in any misbehaviour, such person(s) shall be replaced immediately.

7.13 Service Level Agreement (SLA)

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

7.14 Conflict of Interest

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

- a. FMS Provider not to benefit from commissions, discounts, etc.
 - (i) The payments contemplated to be made to the FMS Provider pursuant to Clause 4 of this Agreement, shall constitute the only payments due to the FMS Provider in connection with this Agreement and, the FMS Provider, or its employees, staff and personnel deployed at the Facility, shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder.
 - (ii) Furthermore, the FMS Provider shall comply with the Authority's applicable procurement guidelines for procurement of goods, works or services (available on www.odisha.gov.in) pursuant to this Agreement.

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

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

- c. Prohibition of conflicting activities

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

7.15 Safety

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

7.16 Coordination

- (a) The FMS Provider shall also be responsible for co-ordination and management of delivery of services from AMC service providers, suppliers, other contractors, third party delivery agents, including ensuring safety compliance by such vendors, suppliers, contractors and agents. The FMS Provider is required to monitor the delivery of service by such entities and shall provide the Authority with a report in case of non-compliance with any requirements immediately.
- (b) Within [30 (thirty)] days from the date of execution of this Agreement, the designated engineer / nodal department in-charge for the Facility shall, along with the FMS Provider, identify and prepare a list of all the items and equipment that would be considered as 'branded items' which require an AMC (**AMC List**). The Authority's decision with respect to the contents of the AMC List shall be final and binding. The AMC List will also specify the equipment for which there are existing AMCs executed by the Authority.
- (c) The FMS Provider shall engage AMC service providers for the equipment and machinery for which there is no subsisting AMC, on terms and conditions beneficial to the Authority, and in no event less favourable than market standard AMCs for the relevant equipment/machinery. Prior to entering into any AMC, draft copies each AMC (or renewals) shall be submitted to the Authority by the FMS Provider for its approval.
- (d) The FMS Provider shall coordinate with and supervise the AMC service providers (including AMC service providers directly engaged by the Authority) to ensure that the periodic maintenance services covered under each AMC as well as any emergency maintenance services in case of a breakdown of any equipment or machinery are duly performed and shall provide the Authority with a report in case of non-compliance with any requirements immediately.
- (e) The FMS Provider shall maintain a record of: (i) all parts, equipment or machinery which are replaced by AMC service providers; and (ii) all payments made and due to the AMC service providers and shall make such records available to the Authority at all times upon request.
- (f) During the Agreement Period, AMCs for any 'branded items' not identified initially in the AMC List, and which may be required later, may be entered into in the same manner, and on the same terms, as described in this Clause 7.16.
- (g) If there is a breakdown of any equipment for which there is an AMC but the cost of repair or replacement of the equipment in case of such breakdown is not covered under the AMC price/cost, then the FMS Provider shall submit the following options to the engineer/officer-in-charge for its approval:
 - (i) the cost of repairing/replacing the equipment through the AMC service provider; and
 - (ii) the cost of repairing/replacing the equipment through a third party.

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

7.17 Additional Personnel

- (b) The Authority may, at any time during the Contract Period, instruct the FMS Provider to deploy additional staff and personnel at the Facility (over and above the minimum number of staff and personnel specified in Annexure B and the FMS Provider shall,

pursuant to receiving such instructions from the Authority, deploy such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

- (c) If the FMS Provider, in its discretion, needs to deploy any additional staff or personnel at any time during the Contract Period to perform the Services, it shall do so only with the prior written approval of the Authority. Payments for such additional staff and personnel approved by the Authority shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

7.18 Safety Stock List

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

8. **Obligations of the Authority**

8.1 Assistance and exemptions

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

8.2 Access to Facility & Administrative Support

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

Additionally, the Authority will provide all administrative support to the FMS, in case there is a dispute raised by the public or visitor or passenger where the FMS has taken any step to protect the safety, operations and infrastructure of the Kalahandi Bus Stand.

8.3 Change in Law

- (a) If, after the Proposal Due Date, there is any Change in Law, which increases or decreases the cost incurred by the FMS Provider in performing the Services, on account of a change in the rate of existing Taxes, or on account of the introduction of any new Taxes or repeal of any existing Taxes, then the Annual Facility Management Cost otherwise payable to the FMS Provider under this Agreement shall be increased or decreased accordingly through mutual agreement between the Parties.
- (b) If, after the Proposal Due Date, there is a Change in Law which increases the minimum wages or statutory wages payable to workers and labour deployed by the FMS Provider, the resultant increase in costs, including the basic differential cost of minimum wages for unskilled, semi-skilled and high skilled labour together with ancillary cost implications on aspects such as increased PF or ESI, will be to the Authority's account and shall be paid over and above the Annual Facility Management Cost payable to the FMS Provider.

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- (c) The FMS Provider shall be required to give prompt notice to the Authority of any Change in Law by providing evidence of such change and its impact on the Annual Facility Management Cost, which shall in no event be later than 7 days from the date of such Change in Law.
 - (d) The FMS Provider shall, upon the occurrence of any Change in Law impacting its obligations under this Agreement, act in good faith at all times so as to minimise the impact of such Change in Law.

8.4 Services, facilities and property of Authority

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

8.5 Office Space

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

8.6 Basic Utilities

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

8.7 Statutory and regulatory compliances

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

9. **Services Schedule**

- 9.1 Within 7 days from the date of execution of this Agreement, the FMS Provider shall prepare and submit to the Authority a schedule according to which those aspects of the Services which can be planned/scheduled are to be performed (**Services Schedule**). The Services Schedule shall also include the annual maintenance schedule of all equipment, machinery and systems (such as lifts, electrical works, power backup systems and water tanks). The Services Schedule shall be prepared in a manner so as to be consistent with the requirements set out in the RFP, the Scope of Work and this Agreement. If the Authority has any comments on the Services Schedule, such comments shall be provided to the FMS Provider not later than 7 days from the date on which the Services Schedule is submitted by the FMS Provider. The FMS Provider shall incorporate the Authority's comments on the Services Schedule and shall, thereafter, submit a revised Services Schedule to the Authority.
- 9.2 During the execution of the Services, the FMS Provider shall also submit a revised Services Schedule which accurately reflects the actual progress of the Services, whenever the Services Schedule ceases to reflect actual progress or is otherwise inconsistent with the FMS Provider's obligations under this Agreement.
- 9.3 The FMS Provider shall deploy such number of personnel for carrying out the Services as described in **Annexure-B**.
- 9.4 The FMS Provider shall coordinate with all equipment manufacturers or suppliers to rectify any defects in the equipment and systems installed at the Facility in order to minimize any downtime

in this regard. The Authority shall provide details of all equipment suppliers and original equipment manufacturers to the FMS Provider, including details of any subsisting equipment warranties. When dealing with any supplier or original equipment manufacturer, the FMS Provider shall ensure that it effectively manages any subsisting equipment warranties.

- 9.5 The Electricity Bills raised by the Electricity board /company shall be paid by Bhawanipatna Municipality.

10. Authorized Representatives

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

11. Risk & Responsibility

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

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- 11.5 It shall be the duty of the FMS Provider to ensure that critical tasks are carried out by such employees or personnel that are professionally and technically competent enough to perform such particular tasks.
 - 11.6 The FMS Provider should install a biometric system with computer assisted information capturing modalities, as well as carry out manual entries, in relation to the attendance of its employees, staff and personnel deployed at the Facility. The FMS Provider shall also ensure that any reports generated by the biometric system will be made available for verification by the Authority's Representative from time to time.

12. Compliance with Applicable Law

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

13. Indemnity

- 13.1 The FMS Provider shall indemnify and hold harmless the Authority, its directors, employees, officers, advisers, representatives, personnel and Affiliates (**Authority Indemnified Party**) from and against all Claims and Losses, incurred or suffered by a Authority Indemnified Party, including for Claims made by a third party, which arise in connection with:
 - (a) any failure to pay Taxes as per Applicable Law;

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

14. Limitation of Liability:

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

- 14.2 The FMS Provider agrees that the cap on the limitation of liability as set out in Clause 14.1 above shall not be applicable and its total liability to the Authority shall be unlimited in respect of:
 - (a) any Claim and/or Loss suffered and/or incurred by the Authority on account of any harm, sickness, death or grievous bodily injury to the personnel of the Authority or any third person, caused by the FMS Provider, its employees, staff or personnel's actions or omissions;
 - (b) any Claim and/or Loss suffered and/or incurred by the Authority on account of any damage and/or destruction of the property of the Authority and/or any third party, caused by the FMS Provider, its employees, staff or personnel's actions or omissions;
 - (c) any Claim and/or Loss suffered and/or incurred by the Authority due to any fraud, misconduct or negligence of the FMS Provider;
 - (d) any Claim and/or Loss suffered and/or incurred by the Authority due to breach of Applicable Laws or terms and conditions of Government Approvals; and
 - (e) any amounts spent by the FMS Provider on rectification/remedying any damage caused to the Facility (including any equipment, machinery, installations or other infrastructure at the Facility) by it, its employees, staff or personnel while undertaking the Services under this Agreement.

- 14.3 The FMS Provider agrees and acknowledges that under no circumstances whatsoever shall the liability of the Authority towards the FMS Provider exceed the Contract Price agreed under this Agreement.

15. Sub-Contracting

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

any manner relieve the FMS Provider of its obligations under this Agreement. The FMS Provider shall continue to remain liable for all acts and omissions of its subcontractor(s).

16. Estate Management

This includes management of the estate, enforcement of the terms & conditions of allotment of shops by virtue of penalty for violation of the license deed in consultation with the Authority.

The allotment of the shops & other premises shall remain with the Authority. FMS will help Authority in liasoning and other matter in regard to leasing out shop/advertisement etc.

17. Loss/ Theft / Damage

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

- 17.1 The FMS Provider shall procure and provide, in the joint names of the Authority and the FMS Provider, insurance cover if applicable and approved by the Authority from the Effective Date to the end of the Term, in the amounts and deductibles stated in Schedule [●] for the following events:
- (i) loss of or damage to the Facility;
 - (ii) loss of or damage to the equipment, machinery and materials brought onto the Facility;
 - (iii) Personal injury or death of any person on or about the Facility.

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

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

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

- 17.3 The insurance proceeds from the insurances taken by the FMS Provider shall be promptly applied by the FMS Provider towards repair, renovation, restoration or re-instatement, as the case may be, of the item which has been damaged or suffered a loss, if any, or applied towards reimbursement of the money already spent by the FMS Provider towards repair, renovation, restoration or re-instatement of the item which has been damages or suffered a loss.

18. Liquidated Damages

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

19. Exclusion of Consequential Loss

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

20. Suspension

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

21. Transition of Services

21.1 Transition of Services

- (a) Upon the expiry of the Agreement Period, or the early termination of this Agreement, the performance of the Services will be taken over by a replacement service provider to be appointed by the Authority.

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

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

22. Termination

22.1 Termination by the Authority

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

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

Agreement;

- (d) If the FMS Provider has, in the judgment of the Authority engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or is in breach of Clause 7.9 of this Agreement.
- (e) If the FMS Provider fails to rectify, reconstruct or replace any defective work, equipment, installations, machinery or continues the execution of the work or Services in an inefficient, improper, un-workman like manner which is contrary to Good Industry Practice or the SLAs.
- (f) If the FMS Provider is in material breach of any of its obligations under this Agreement;
- (g) If the cap on Liquidated Damages set out in Clause 18 has been breached; or
- (h) If the FMS Provider is in breach of any of its representations and warranties under this Agreement.

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

22.2 Termination by the FMS Provider

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

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

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

22.3 Consequences of Termination

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

22.4 Payment upon Termination

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

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

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

The FMS Provider shall issue a certificate setting out the amounts due to it in accordance with this Clause 22.4(b). The Authority shall, within 14 days from the date

of receipt of such certificate, either approve the certificate or raise any objections. If the Parties are unable to agree upon the amounts due to the FMS Provider under this Clause, such dispute shall be referred to dispute resolution in accordance with Clause 25. Provided that, the Authority shall release any undisputed payments to the FMS Provider within 30 days from the date of receipt of the invoice from the FMS Provider.

23. Force Majeure

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

23.2 Force Majeure Exclusions

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

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

23.3 Notice of Force Majeure Event

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

23.4 Effect of Force Majeure

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

24. Reduction in Scope

If at any time, after the commencement of the Services, the Authority, for any reason whatsoever, does not require the any part of the Scope of Work to be carried out, the Authority's Representative shall give notice in writing of the fact to the FMS Provider. The Contract Price payable to the FMS Provider shall be reduced accordingly and the FMS Provider shall have no

Claim to any payment or compensation whatsoever on account of any loss of profit or income, which it might have otherwise derived from the execution of the Services in full.

25. Governing Law, Disputes and Jurisdiction

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

26. Assignment

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

27. Representations and Warranties

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

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

28. Confidentiality

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- 28.1. The terms and conditions of this Agreement and non-public information (including without limitation technical, industrial, operational, financial and commercial information) exchanged by the Parties by virtue of this Agreement (**Confidential Information**) shall be kept strictly confidential. The receiving Party shall use the Confidential Information only as required for the full and complete performance of this Agreement and shall limit the disclosure of such Confidential Information to: (i) its representatives, personnel, employees or agents who have a need to know such Confidential Information for the performance of their obligations under this Agreement; (ii) its auditors in the framework of their ordinary auditing competences; (iii) to legal and technical advisors, to the extent required for finalization and execution of this Contract; and (iv) with respect to Authority, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions, provided that, the recipients of the Confidential Information shall also be bound in writing by confidentiality terms no less restrictive than those contained in this Clause 25.
- 28.2 The confidentiality obligation shall not apply to any disclosure of information: (i) that is in or enters the public domain through no fault of the receiving Party; (ii) that was in the possession of the receiving Party prior to receipt under this Agreement (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required under Applicable Law or through an order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible. In the event of a disclosure required under Applicable Law or pursuant to an order of a Government Authority, the disclosing Party shall use all reasonable efforts and cooperate with the other Party's efforts to obtain confidential treatment of the material so disclosed.
- 28.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.
- 28.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of this Agreement and shall certify in writing that it has done so.
- 28.5 Confidential Information disclosed shall be and remain the property of the disclosing Party.
- 28.6. This Clause 26 shall be binding on both the Parties for a period of [5 (five)] year from the Effective Date and shall survive the termination of this Agreement.

29. Miscellaneous

29.1. Survival

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

29.2. Waiver

No forbearance, acquiescence, indulgence, relaxation or inaction by the Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish

or prejudice the right of that Party to require performance of that provision. Any acquiescence on or waiver by the Party of the performance or non-performance of the obligations of the other Party under this Agreement and/or any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Contract.

29.3 Maintenance of Accounts

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

29.4 Severability

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

29.5. Costs

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

29.6. Entire Agreement

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

29.7. Partnership

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

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

29.8 Counterparts

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

29.9 Recovery of sums due

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

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

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

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

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

Signature _____

(Kalahandi Municipality)

Signature _____

(Authorized representative of Facilities Management Service Provider)

Witnesses:

On behalf of Bhawanipatna Municipality

- 1.
- 2.

On behalf of Comprehensive Facilities Management Service Provider

- 1.

PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Executive Officer

Bhawanipatna Municipality

Kalahandi, Odisha

B.G. No. [] Dated:

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

IN FAVOUR OF:

ULB Level Ama Bus Stand Committee, Bhawanipatna, with its registered office at Kalahandi, Odisha (hereinafter referred to as the **Authority**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns), represented by the [INSERT DESIGNATION OF AUTHORIZED REPRESENTATIVE].

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

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

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

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

- (a) Capitalized terms used herein but not defined shall have the meaning ascribed to them in the RFP or Services Agreement, as the case may be
- (a) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the FMS Provider's obligations during the Agreement Period, under and in accordance with the Services Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the FMS Provider, such sum or sums up to an aggregate of the Guaranteed

Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

- (b) This Guarantee shall be irrevocable and remain in full force until 3 months from the expiry of the Agreement Period, or for such extended period as may be mutually agreed between the Authority and the FMS Provider, and agreed to by the Bank, (the “**Guarantee Period**”) and shall continue to be enforceable till all amounts under this Guarantee have been paid. The Bank further agrees that this Guarantee does not limit the number of claims that may be made by the Authority against the Bank.
- (c) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives the full amount due hereunder, as if no such withholding had occurred.
- (d) The Bank shall, pay to the Authority sums not exceeding the Guaranteed Amount, within 5 (five) business days of receipt of a written demand from the Authority stating that the FMS Provider has failed to observe or perform any of the terms, conditions or provisions of the Services Agreement or to discharge any of its liabilities under the Services Agreement, including where the FMS Provider fails to replace this Guarantee in accordance with the Services Agreement. The Bank further agrees that the Authority shall be the sole judge as to whether the FMS Provider is in default in due and faithful performance of its obligations during the Guarantee Period under the PPP Contract and its decision that the FMS Provider is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the FMS Provider, or any dispute between them pending before any court, tribunal, arbitrators.
- (e) The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Services Agreement or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the FMS Provider or any change in ownership of the FMS Provider or any purported assignment by the FMS Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.
- (f) If, and to the extent that, for any reason the FMS Provider enters or threatens to enter into any proceedings in insolvency, bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the FMS Provider of the Guaranteed Amount becomes impossible, then the Guaranteed Amount shall be promptly paid by the Bank to the Authority on demand.
- (g) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the FMS Provider before presenting to the Bank its demand under this Guarantee.
- (h) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Services Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the FMS Provider contained in the Services Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the FMS Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Services Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the FMS Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

PROCEDURE FOR TENDERING

Procedure to participate in the bidding

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

- 1.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. Non-submission of bid security within the designated period shall debar the bidder from participating in the bidding system and his registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
- 1.2 Contractor exempted from payment of EMD will be able to participate in the tender directly by submitting documentary evidences towards his eligibility for such exemption.

2. FORMAT AND SIGNING OF BID:

- 2.1 The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and submit the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. The Bidders are advised to submit the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem.
- 2.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 2.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time.
- 2.4 Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid.

3. SUBMISSION OF BIDS:-

- 3.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand , list of machineries and any other information as mentioned in RFP. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.2 The proposal shall be submitted in two parts –

Part A - Technical Proposal

Part B - Financial Proposal

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

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

Part-A:

Technical proposal for “

Part-B:

Financial proposal for “Selection of Agency for Facility Management Services at Bhawanipatna Bus Stand Kalahandi, Odisha”.

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

Proposal for

“SELECTION OF AGENCY FOR FACILITY MANAGEMENT SERVICES AT Bhawanipatna Bus Stand Kalahandi, ODISHA”.

The inner and outer envelopes shall be addressed to The Executive Officer, Bhawanipatna Municipality, Kalahandi, Odisha at the following address:

**The Executive Officer,
Bhawanipatna Municipality,
Kalahandi, Odisha, 766001**

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

4. DEADLINE FOR SUBMISSION OF THE BIDS:

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

5. RESUBMISSION AND WITHDRAWAL OF BIDS:

5.1 Resubmission/withdrawal of bid by the Bidders is allowed only one time before the final date and time of submission is allowed.

5.2 Resubmission of bid shall require submitting of all documents including price bid afresh.

6. LATE BIDS:

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

7. OPENING OF THE BID:

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

8. EVALUATION OF BIDS:-

8.1 All the bids received within due date and time shall be opened for taking up evaluation.

8.2 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.3 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.

8.4 Opening of price bid and evaluation of financial proposals of bidder is subject to satisfaction of other qualification information.

8.5 The financial bids of the technically responsive bidders shall be opened on the due date of opening.

8.6 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

8.7 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.8 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.9 The Financial bid of the bidders shall be opened one by one by the designated officers.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

9.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the preferred bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1 The Authority shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter.

10.2 The Contractor after furnishing the required acceptable Performance Security, " Letter of Proceed" or "Work Order" shall be issued by the Authority.

10.3 If the Selected bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the second ranked bidder, if fulfils other required criteria would be called for drawing agreement for execution of work, otherwise the tender will be cancelled.

DISCLAIMER

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

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH 1 : COVERING LETTER

COVERING LETTER
(ON BIDDER'S LETTER HEAD)
[Location, Date]

To,

The Executive Officer
Bhawanipatna Municipality,
Bhawanipatna, Kalahandi, Odisha

Subject: Proposal for providing Facility Management Services at Bhawanipatna Bus Terminal,
Bhawanipatna, Kalahandi, Odisha

Dear Ma'am/Sir,

Please find enclosed our Technical Proposal in respect of the above-mentioned assignment and pursuant to the Request for Proposal (RFP) dated [●] issued by Bhawanipatna Municipality, Bhawanipatna, Kalahandi, Odisha

We hereby confirm the following:

1. The Technical Proposal is being submitted by [name of the Bidder], who is the Bidder in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by Bhawanipatna Municipality, Bhawanipatna, Kalahandi. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Proposal.
3. We acknowledge that ULB Level Ama Bus Stand Committee, Kalahandi will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidder for implementing the Project, and we certify that all information provided in the Proposal and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. The information submitted with respect to our Eligibility and Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be solely responsible for any errors or omissions in our Proposal.
5. We shall make available to ULB Level Ama Bus Stand Committee, Bhawanipatna, Kalahandi any additional information it may require to supplement or authenticate the Proposal.
6. We acknowledge the right of ULB Level Ama Bus Stand Committee, Bhawanipatna, Kalahandi to reject our Proposal without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We acknowledge the right of ULB Level Ama Bus Stand Committee, Bhawanipatna, Kalahandi to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - a. having been categorized as a wilful defaulter in accordance with the laws of the country of its incorporation;
 - b. having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - c. having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;

- d. having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
 - e. having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - i. Related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, officers or managers; or
 - ii. Resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - a. The imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;
 - b. Been expelled from any project or contract by the Gol or any state government, or its instrumentalities; or
 - c. had any contract terminated by the Gol or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
 10. We certify that we have not been barred by Gol or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
 11. We declare that:
 - a. We have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by Bhawanipatna Municipality, Bhawanipatna, Kalahandi;
 - b. We do not have any Conflict of Interest in accordance with Clauses 19 of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 23 of the RFP, in respect of this Bid Process; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Proposal, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 12. We understand that ULB Level Ama Bus Stand Committee, Bhawanipatna, Kalahandi may cancel the Bid Process at any time and that ULB Level Ama Bus Stand Committee, Bhawanipatna, Kalahandi is neither bound to accept any Proposal that it may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders.
 13. The Bidder satisfies the legal requirements and in our opinion by itself meets all the Eligibility Criteria and Qualification Criteria and laid down in the RFP.
 14. We declare that we and our Associates are not submitting separate Proposals for the Project.
 15. We declare that we are not submitting more than 1 (one) Proposal for the Project.
 16. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
 17. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the state or convicted by a court of law.
 18. We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.
 19. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of the RFP, we shall inform Bhawanipatna Municipality, Bhawanipatna, Kalahandi of the same immediately.
 20. We agree and undertake to abide by all the terms and conditions of the RFP.
 21. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by ULB Level Ama Bus Stand Committee

- or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
22. A Power of Attorney from the Bidder authorizing the undersigned as the authorized representative, and signatory who is authorized to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
 23. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against ULB Level Ama Bus Stand Committee, Bhawanipatna, Kalahandi if the Project is not awarded to us or our Proposal is not opened.
 24. We have submitted all the relevant information as per the formats specified in the RFP, along with the Bid Processing Fee.
 25. Our Proposal will be valid for acceptance up to 90 Days and we confirm that this Proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
 26. All the information and statements made in this Technical Proposal are true and correct and we accept that any misinterpretation contained in it may lead to disqualification of our Proposal. If negotiations are held during the period of validity of the Proposal, we undertake that the undersigned shall negotiate on the basis of the Proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
 27. We agree to bear all costs incurred by us in connection with the preparation and submission of this Proposal and to bear any further pre-contract costs.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation:

Address of Bidder:

TECH 2: BIDDERS ORGANIZATION DETAILS**TECH -2****Bidder's Organization (General Detail)**

| S SI No o. | Description | Details |
|-------------------|---|----------------|
| 1 | Name of the Bidder | |
| 2 | Address for communication: Tel: Fax: Email id: | |
| 3 | Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No: Email id: | |
| 4 | Organization Details: <ul style="list-style-type: none"> • Registration No: • Registered address: • Year of Incorporation: • Year of commencement of business: • Principal place of business: • GSTIN: • PAN: | |
| 5 | Local office in Odisha If yes, please furnish contact details | Yes / No |
| 6 | Willing to carry out assignments as per the scope of work of the RFP | Yes |
| 7 | Willing to accept all the terms and conditions as specified in the RFP | Yes |
| 8. | Brief description of the Bidder [<i>Note. Such description shall not exceed 3 (three) type-written pages.</i>] | |

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

TECH – 3 : FINANCIAL CAPACITY OF BIDDER

TECH - 3

Financial Capacity of Bidder

| Financial Information in Indian National Rupees (INR) | | | | |
|---|------------------------|------------------------|------------------------|----------------|
| Details | FY <u>20-21</u> | FY <u>21-22</u> | FY <u>22-23</u> | Average |
| Annual Turnover (in Indian Rupees Crore) from Facility Management Services. | | | | |
| <i>Supporting Documents:</i> Audited certified financial statements for the last Three FYs (preceding the financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 21-22 are not available, bidder may provide provisional statement for the same. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be outrightly rejected. No scanned copy will be entertained.</i> <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be outrightly rejected. No scanned copy will be entertained.</i> | | | | |

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

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

Communication Address of the Bidder: _

[NB: No Scanned Signature will be entertained]

TECH – 4: POWER OF ATTORNEY

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Stamp Paper)

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

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

TECH – 5 : BIDDERS PAST EXPERIENCE

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list limited to 8 assignments of similar undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Authority's need to be furnished along with the above information.

TECH – 6 : UNDERTAKING FOR NON-BLACKLISTING

TECH - 6

Undertaking for Non-Blacklisting on Stamp Paper

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

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

Yours sincerely,

Authorized Signature

[In full and initials]: _____

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

TECH – 7 : UNDERTAKING ON CONFLICT OF INTEREST

TECH 7

ON THE BIDDER' S LETTER HEAD

We, hereby declare that.....*[insert name of Bidder]* does not have any Conflict of Interest as defined in Clause 19 of the RFP.

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

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

Communication Address of the Bidder: _____

TECH – 8 : COMMITMENT FOR PROPOSED EQUIPMENT & MATERIAL

TECH -8

Commitment for Proposed Equipment & Material

1. List of Proposed Equipment:

| S No | Equipment | Proposed Requirement | Specification | Capacity | Present Condition | Remarks |
|------|-----------|----------------------|---------------|----------|-------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

2. Proposed list of Materials / Consumables to be used

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

Note:

- All the equipment and consumables are considered in costing for financial bid needs to be reported here.
- The bidder shall procure Diesel / Lubricants / Oils to be used in for any kind of machinery installed at the facility like in substation, DG set and other equipment and the same shall be paid as per actuals on production of bills / consumption details etc. by the Bidder to the Authority.

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

**TECH – 9 : PROPOSED MANPOWER DEPLOYMENT
TECH-9**

**PROPOSED TECHNICAL MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING
PROCEDURE FOR THE REQUIRED SERVICE**

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

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

Name and Designation with Date and Seal: _____

TECH – 10 : QUALITY CONTROL MECHANISM

TECH – 10

QUALITY CONTROL MECHANISM

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

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

Name and Designation with Date and Seal: _____

TECH – 11 : NON-COLLUSION CERTIFICATE

TECH – 11

NON-COLLUSION CERTIFICATE (on letterhead of Bidder)

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

Dated this _____ days of 2023.

Name of the Bidder _____

Signature of the designated person _____

Name of the designated person _____

Date of receipt of RFP _____

TECH – 12 : DESCRIPTION OF APPROACH & METHODOLOGY
TECH – 12

DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

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

A. Understanding of Scope, Objectives and Completeness of response

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

B. Description of Approach and Methodology:

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

C. Methodology to be adopted:

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

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

D. Staffing and Study Management Plan:

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

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

TECH – 13 : PROPOSED WORK PLAN

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

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 14 : BID SECURITY

PRO-FORMA OF BANK GUARANTEE FOR BID SECURITY

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

WHEREAS, (name of the Bidder) wishes to submit his Bid for the **Selection of Facility Management Services provider for Bhawanipatna Bus Terminal, Kalahandi, Odisha**, hereinafter called "the Bid",

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

Sealed with the Common Seal of the Bank this_____day of _____, 2023. THE CONDITIONS of this obligation are:

- a. If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended as per RfP, issued by BHAWANIPATNA MUNICIPALITY; or
- b. If the Bidder, for the period of the Bid Validity as per RFP in BHAWANIPATNA MUNICIPALITY's opinion, commits a material breach of any of the terms and / or conditions contained in the RfP Document and/ or subsequent communication from BHAWANIPATNA MUNICIPALITY in this regard; or
- c. If the Bidder refuses to accept the correction of errors in the Bid; or
- d. If the Bidder, having been notified of the acceptance of its Bid by the BHAWANIPATNA MUNICIPALITY:
 - a. fails or refuses to sign the FMS Contract for the **Facility Management Services provider for Bhawanipatna Bus Stand at Bhawanipatna, Kalahandi, Odisha;**
 - b. Fails or refuses to provide the performance security (Performance Security) to the BHAWANIPATNA MUNICIPALITY in accordance with, and when required by (within the stipulated time;
 - c. Fails or refuses to meet the obligations within the Commencement Date and mobilize the men and materials within the Effective Date;
 - d. Material Variation / Material fact suppression/ other non-fulfilment of conditions specified in RfP documents;

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

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

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Bid Security shall remain in force until the provision of the Performance Guarantee are fulfilled by the Bidder

OR

TECH – 15: UNDERTAKING FOR PENDING JUDICIAL PROCEEDING

UNDERTAKING FOR PENDING JUDICIAL PROCEEDINGS

(On Bidder's Letter Head)

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

TECH – 16 : UNDERTAKING FOR ETHICAL CONDUCT & FRAUD FORM

UNDERTAKING FOR ETHICAL CONDUCT & FRAUD

(On Bidder’s Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

TECH – 17 : FINANCIAL PROPOSAL

Total Contract Price (TCP) for delivering FMS services for 1st Year CAPEX Cost (Detail Cost break up to be enclosed in separate

| Sl.No. | Item | Description | Financial Bid(INR) for first year of the contract |
|--------|--|---|---|
| 1 | Facility Management Services for New Bus Stand, Bhawanipatna | Lumpsum Fees for delivering Professional Services as defined inscope of work and payment terms of the RFP | |
| 2 | Goods & Service Tax(GST) as applicable | | |
| | TOTAL | | |

Note:

1. FMS would not paid any other costs from apart above service.
2. The RFP is for providing comprehensive facility management services as per service level requirements. However, the bidder is expected to evaluate cost of all services,manpowers, overhead, equipment etc. required for providing the services as per the scope of work defined in the RFP and provide a lum-sum quote in the financial bid.
3. Bidder will quote prices of all the items mentioned above inclusive of all taxes, insurance and transportation up to destination
4. Any conditional bids shall be summarily rejected.
5. Resource wise man month rates are to be submitted along with the financial proposal.

Bidder:

Signature -----

Name -----

Designation -----

Note:

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the Proposals are opened. All corrections, if any, should be initialled by the person signing the Proposal form before submission, failing which the figures for such items may not be considered
- b. In case of discrepancy between Amounts mentioned in figures and in words, the amount in words shall govern.

- c. Quantities and unit prices (or rates) product of and the relevant total (or subtotals), the prices and quantities product of shall prevail, and the totals (or subtotals) shall be corrected accordingly.
- d. Subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly.
- e. The total price quoted by the Bidder shall be taken into consideration as final price for evaluation purposes.