



Odisha Power Transmission Corporation Limited

**E-TENDER FOR SELECTION OF AGENCY FOR
PROVIDING COMPREHENSIVE FACILITY AND
MANAGEMENT SERVICES (CFMS) AT TECH TOWER
BUILDING OPTCL, BHUBANESWAR.**

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This RFP is not an agreement and is neither an offer nor invitation by “**CLIENT**” to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the “Bid”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by “**CLIENT**” or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for “**CLIENT**”, its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP including annexures/attachments/ amendments and obtain independent advice from appropriate sources. “**CLIENT**” and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

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"CLIENT" also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

"CLIENT" may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. **"CLIENT"** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

"CLIENT" reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that **"CLIENT"** is bound to select service provider or to appoint the successful service provider, as the case may be. **"CLIENT"** reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **"CLIENT"** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **"CLIENT"** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath: Bhubaneswar-751022.

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN:U4102OR2004SGC007553

e -TENDER NOTICE NO: HRD-03/2023-24

Odisha Power Transmission Corporation Limited, invites e-Tenders under two part bidding system from the reputed firms/ Agencies for providing comprehensive facility and management services (Cfms) for tech tower building OPTCL, Bhubaneswar for a period of two years from the date of commencement of the Agreement on contract basis at OPTCL.

The bidder (s) can free view / download the tender documents from official Website of OPTCL “www.optcl.co.in” / e-tender portal of OPTCL “www.tenderwizard.com/optcl”.

- 1) The intending bidder (s) shall have to pay the non-refundable tender cost of ₹ 14160/- (Rupees Fourteen Thousand one hundred sixty only) only including GST to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card)].
- 2) The bidders shall have to submit the non-refundable tender processing fee of 5900/- (Rupees Five thousand nine hundred) only including GST through e-payment mode directly to K.S.E.D.C. Ltd, Bengaluru.
(Note: For tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard portal i.e. by Credit Card, Debit Card and Net Banking)
- 3) The prospective bidder (s) are advised to register their user ID, Password, Company ID with e-tender portal of OPTCL “www.tenderwizard.com/optcl” by clicking on hyper link “Register Me”.
- 4) Any clarifications on the scope of work and technical features of the tender can be heard from the undersigned during office hours.

SENIOR GENERAL MANAGER (HRD)

TENDER SCHEDULE

Sl No	Particulars	Details
1	Name of the work	For providing comprehensive facility and management services (CFMS) for tech tower building OPTCL, Bhubaneswar under OPTCL.
2	E-tender Notice No. & spec. No	HRD-03/2023-24 & Sr.GM-HRD-e-tender-CFMS- 03/2023
3	Destination	OPTCL (For detail visit tender specification)
4	Broad scope of services	The Broad Scope of services required under through this BID shall be inter-alia as briefed below : a. Housekeeping, Cleaning ,Sanitation b. pest control c. Operation and Minor Maintenance of all Electrical &Mechanical Equipment d. Façade Cleaning e. Reporting and Complaint management f. Co-ordination with other service providers. g. Front Desk Management h. Horticulture , Plantation & aesthetics of the office premises i. Waste management j. Safety and fire management.
5	Validity of Bid	180 days
6	Estimated Cost of the Work. (IN INR)	Rs. 1,25,50,799/- per year(Rupees One Crore Twenty Five Lakhs Fifty Thousand Seven Hundred Ninety Nine only.
7	Contract Period	02 years extendable annually on performance evaluation.
8	Cost of Tender documents (IN INR)	Tender cost of ₹ 14,160/- (Rupees Fourteen Thousand one hundred sixty only) including GST [to be paid online through e-payment gateway link provided in e-tender portal. (by using Net Banking, Debit Card or Credit Card)] (non-refundable)
9	Tender Processing fees.	₹ 5900/- (Rupees five thousand nine hundred) only including GST. NOTE: For payment of tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.(non-refundable)
10	EMD	Rs 2,51,016 (Rupees Two lakh fifty one thousand and sixteen only) only in the shape of “DDO (Hqrs), OPTCL, Bhubaneswar “ .
11	Request for Online Bid Document	From Dated 29.12.2023, 11.00 Hrs to dated 19.12.2024 16:00 Hrs
12	Issue of Online Bid Document	From > Dated. 29.12.2023, 11.01 Hrs Up to > Dated. 19.01.2024, 16:01 Hrs
13	Date, Time and Place for Pre-Bid Conference.	The Pre Bid meeting will held on 04.01.2023, 11.00 hrs at 4 th floor Conference Hall, OPTCL Main Building, Bhubaneswar. The interested bidders may visit the Tech tower building OPTCL before attending the pre-bid meeting. No queries shall be entertained after Pre Bid meeting. The date is a tentative date and may change, hence bidders are requested to frequently check

		www.tenderwizard.com/OPTCL for any update on, change of date and venue.
14	Receipt of bids	> > Up to Dated 19.01.2024, 17:30 Hrs
15	Opening of Technical Bids (Part-I)	On or after Dated 20.01.2024, 11.00Hrs
16	Opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.

SENIOR GENERAL MANAGER (HRD)

Section-1 Instruction to Bidders

1.Tech Tower

Description	Tech Tower
Total No of Floors	Total Nos of Floors: G+9 Lower Basement (Parking) Upper Basement (Parking)
Total Super built-up Area	Ground Floor -1180.25 Sqm First Floor to Nineth Floor – (832.50 Sqmx9 = 7492.50 Sqm) Total – 8672.75 Sqm
Total Carpet Area	6140.45 Sqm (excluding common corridor and Atrium)
Common Area	Ground Floor to Nineth Floor Common Corridor (43.25 Sqm x 10 = 432.50 Sqm) Atrium = 95.00 Sqm
Basement Parking (Area)	Lower Basement – 2004.00 Sqm Upper Basement – 2004.00 Sqm
Other parking Area (if any)	Ground Floor VIP parking Area – 410.00 Sqm
Drinking Water Sump (Capacity)	32,000 Ltr.
Over Head Tank for drinking water (Capacity)	12,500 Ltr.
Fire Hydrant Sump (Capacity)	1,70,000 Ltr.
Trap Pit Details	3 nos of Trap pit (1900 Ltr. Each) with trap pit motors.
Over Head Tank for firefighting (Capacity)	50000 Ltr.
Number of Toilets : - Toilets Common (Floor details) Toilets Attached (Floor details)	Common Toilet -19 nos First Floor to Nineth Floor – (9x2=18 Nos) (One Common Gents toilet & One Common Ladies toilet in each floor) Ground Floor – 1 (Common Toilet) Attached Toilet-18 nos First Floor to Nineth Floor – (9x2=18 Nos) (One attach toilet in Wing-1 and One attach toilet in Wing-2)
Other Ancillary Building Areas if any	Security Room – 43.25 Sqm

D.G. Room with details of Machineries (details)	1. DG Set (Make Sterling) (600 KVA) 2. DG Set (Make Sterling) (125 KVA)
Transformer	OTPL Make (2 Nos.) I MVA
Lift	LT (Make) 2 Nos. – 13 passenger/ lift
Pump House with details of Machineries	Two no of Pump Sets of Kirloskar Make .
Substation yard Area	315.50 Sqm
Electrical Panel Details	<ol style="list-style-type: none"> 1. One no. DG Sync. Panel of (make – technocrat) Having one Bus-Bar) arrangement and provision of 2 No.s I/C from two DTSP. 2. Two No.s APF Panels for Transformers. 3. One no Light Distribution Panel
Front Lawn & Plantation	Grass, Decorative Plants & Trees
Lawn Area with planter Boxes	Grass Lawn Area- 620.50 Sqm Planter Boxes – 135 Nos
Paver Area	1180.00 Sqm
Centralized A/C Systems with detail specification	Make – LG 1.) 2.28 TR-8 Nos. 2.) 4.0 TR-09 Nos. 3.) 6.3 TR-01 Nos 4.) 8.0 TR-36 Nos
Total number of workstations (Floor wise)	2nd Floor – 2 Nos 3rd Floor – 12 Nos 4th Floor – 4 Nos 5th Floor – 26 Nos 6th Floor – 32 Nos 7th Floor – 15 Nos 8th Floor – 12 Nos Total – 105 Nos
Total number of conference hall	3 Nos (one Nos at 4th Floor & 2 Nos at 9th Floor)
Type of Flooring Vitrified Dado Vitrified Wall cladding of Common Corridor Tile Conference Halls Having vitrified flooring & Aluminum	Vitrified Tile Flooring in Rooms Dado with Vitrified of 100mm Granite Flooring at Common

Windows. Portico Flooring Anti-skid tiles Pavement cement concrete & blocks Any other information related to flooring	Corridor Cement Concrete Paver Block to the Patio Granite Flooring at the Atrium
Total Façade Area (structural glazing, ACP, UPVC windows) which is to be cleaned	6265.00 Sqm
Any other relevant information in respect of the project location	Glass Partition area – 550 Sqm Dry wall Partition area – 1650 Sqm Baffle Ceiling area – 520 Sqm Gypsum False Ceiling area – 3500 Sqm

Note:

(i) Area variation is +/- 10% .

(ii) Bidders are requested for site visit before preparation and submission of their bid.

1.2 General

1.2.1 Scope of Tender

1.2.1.1 Odisha Power Transmission Corporation Limited (hereinafter referred to as “**The Client**”) invites sealed bids from the eligible bidders for providing Comprehensive Facility Management Services at **Tech Tower, OPTCL, Bhubaneswar**

1.2.1.2 The successful bidder will be expected to provide the comprehensive facility management services for the intended period specified in the Bidder Data Sheet. Please refer **Form T- 6** for scope of work for the proposed services.

1.2.1.3 The successful bidder shall become Facility Management Service Provider (FMS) on completion of contract signing formalities.

1.2.1.4 The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.

1.2.2 Client

For the purpose of this RFP, Client shall mean Odisha Power Transmission Corporation Limited for proposed service.

1.2.3 Eligibility Criteria

The bidder should meet the following eligibility requirements to qualify for participation in the bidding process:

Criteria	Description	Required Supporting Document
Technical Criteria		
A.	The bidder should be registered under appropriate Client; <ul style="list-style-type: none"> • Indian Companies Act 2013 • Indian Partnership Act 1932 • The Societies Registration Act 1860. • Limited Liability Partnership Act 2008. 	Copy of Certificates of Incorporation/ Registration issued by the competent Client
B.	The bidder must have executed Comprehensive Operation and, Maintenance Services for Central Government/ State Government/ PSUs/ Commercial Complexes/ Multiplexes/ Luxury Hotels/ Resorts/ Institutional Campus/ Corporate House/ Convention Centre etc. in India during last three financial years as on dt 31.03.2023 of value specified herein in the relevant area as per the scope of the work. One project with minimum 15,0000 Sq.ft. Built-up area as and not less than the contract value of Rs.1,00,00,000.00 (<i>per year</i>).	Copies of supporting work order/ work completion certificate issued by respective authorities/ Experience Certificate.
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration EPF Registration Certificate, ESI Registration Certificate (latest challan return field under GST)
D.	Bidder must not be under any declaration of Ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal.	Undertaking on letter head regarding his eligibility and non-blacklisting needs to be furnished
E.	The registered Office / branch office of the Service Provider must be located in Bhubaneswar.	Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise) or Affidavit to the effect to establish an office in Bhubaneswar before signing the agreement, if awarded .
F.	The Bidder should have a minimum strength of 250 workers under its payroll.	<ul style="list-style-type: none"> • Copy of latest Electronic Challan Cum Return of EPF to be enclosed. • Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt .
Financial Capability Criteria		

G.	The Bidder should have a minimum average financial turnover of Rs. 10,00,00,000 (Rupees ten crores) per Annum (not inclusive of turnover of associate companies) and should have a positive net worth for last three financial years (2020-21, 2021-22 and 2022-23) for providing similar type of services as per the scope of work. Further bidder should also have at least one On-going/continuing projects on similar services with minimum contract value of 1 (one) crore per annum, on date of bidding.	Duly certified copy from the auditor/chartered accountant has to be provided along with Balance Sheet and Profit & Loss Statement certifying Organizations turnover in the last three financial years (2020-21, 2021-22 and 2022-23). Work order and supporting documents in proof of Continuation of the Project as on date of bidding.
H.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service Provider.	An undertaking to this effect must be submitted on the bidder letterhead.
I.	Quality Standards / Certifications for the Service	ISO 9001-2015 and 14001 - 2015 (relating to Facility Management Services covering soft services, technical services and waste management) .

Note

- a. The value of the contracts Work Orders or Agreements to be considered shall be inclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the RFP, even if the total Contract is not completed/ closed. The Bidder shall also be required to submit a part completion certificate, which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the RFP). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is not allowed.

1.2.4 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on following technical score weightage:

Sl. No.	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
1	Past experience of the Bidder	50	
1.1	Experience of Bidder (in Number of years in business from the date of incorporation):	30	
		i) 3 to 5 years	10
		ii) 5 to 7 years	20
		iii) More than 7 years	30
1.2	Undertaken one project having comprehensive facilities management services of a building or data center or 24x7 operation with minimum built up area 150000 sqft and having the contract value of Rs.1,00,00,000.00 in any one financial year during the last three financial years.	20	
		i) Minimum of 1 project of similar capacity and contract value	10
		ii) For each additional project of similar capacity and contract value	5 (Maximum = 10 Mark)
2	Financial strength of the bidder: Average Annual financial turnover should be of Rs.10,00,00,000.00 during the last three financial years (2020-21, 2021-22 and 2022-23). At least one Continuing projects on similar services with minimum contract value of 1 (one) crore per Annum .	Bidders having (i) Prescribed financial turnover as per the RFP = 5 Marks (ii) For each additional turnover of Rs. 10 lakhs= 2.5 Mark	10
3	The Bidder should have a minimum strength of 250 workers under its payroll.	i) Minimum strength of similar capacity as per the RFP = 5 Marks ii) For each Additional 250 worker = 2.5 Mark	10
5	Technical Presentation	a. Understanding of the assignment – 4 marks b. Approach and Methodology – 4 marks c. Standard operation procedures adopted – 6 marks d. Quality control and testing procedures & training to personnel – 6 marks e. Technological solutions – 10 marks	25

6	Quality Standards / Certifications for the Service	ISO 9001 (relating to Facility Management services) & ISO 45001, 14001-2015 Certifications	5
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Bidders who score more than 70%marks shall be considered for further evaluation.

1.2.6 Proposal Preparation Cost

1.2.6.1 The bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and participate in the bidding process. Client shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.2.7 Project Inspection and Site Visit

1.2.7.1 The Bidder, at his own responsibility and risk can visit, and examine the location of the site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Client shall not be liable for such costs, regardless of the outcome of the bidding process.

1.2.8 Only One Proposal

1.2.8.1 Each bidder will submit only one proposal. Alternative bid is not allowed. Consortium / Joint venture of any form is not allowed under this bidding process.

1.2.9 Taxes

1.2.9.1 The financial proposal /bid shall be inclusive of applicable Goods & Services Tax (GST).

1.2.9.2 As a condition, precedent for reimbursement of the GST, the FMS shall provide a valid GSTIN and raise **GST compliant Tax Invoice** to the Client

1.2.9.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the FMS from Client shall be solely borne by the FMS. The FMS alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws. Client shall not bear any responsibility in this regard.

1.2.9.4 However, towards compliance with the applicable Tax laws, Client shall deduct TDS as applicable from the payments to be made by Client to FMS and a certificate shall be made available to the FMS in support of the evidence.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

1.3.1.1 The proposal/bid against the RFP would be submitted through online mode only in www.tenderwizard.com/optcl.

A. Request for Proposal (RFP) -

RFP comprises of following two parts as briefed below:

a. Part 1: Technical Proposal

- The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.
- Bidders are requested to refer Clause 1.3.6

b. Part 2: Financial Proposal

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened in online mode and evaluated.
- Bidders quoting Lowest Bid Value i.e. L1 for first year of service among technically qualified bidders and after the completion of e-reverse action process , successful bidder will be selected.
- Bidders are requested to refer clause 1.3.7 .

B. Proposal validity shall be as per duration specified in Clause 1.9

1.3.1.2 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by "CLIENT" as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Client. All Proposals shall be prepared and submitted in accordance with such terms.

1.3.1.3 Client reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidder. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.3.2 Special Instructions for Preparation of Proposal

- i. Language :** - The proposal and supporting documents shall be in English language unless otherwise specified. Proposals submitted in languages other than English will be rejected.
- ii. Currency :** - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii.** All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Client, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.
- iv.** In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
 - While making the proposal, the bidder must ensure that they provides all the information as sought by Tender Inviting Authority, failing which the proposal shall be considered as non-responsive.
 - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- v.** It shall be deemed that prior to the submission of the Proposal, the Bidder has:

a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;

b) received all such relevant information as it has been requested from Client; and made a complete and careful examination of the various aspects of the Project.

vi. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the Proposal would be evaluated/rejected solely on the basis of available information.

vii. Client shall not be liable for any mistake or error or neglect by Bidder in respect of the above.

viii. Client reserves the right to reject any or all proposals without assigning any reason whatsoever.

ix. Client also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.

x. Client reserves the right to verify any or all information furnished by the Bidder.

xi. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.

xii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Client shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3.3 Submission of queries

Any queries or request for additional information concerning this RFP shall be submitted by email (www.general@optcl.co.in) within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

The email subject / communication shall clearly bear the following identification/ title:

"Queries / Request for Clarification: Selection of Agency for Comprehensive facility Management Services (CFMS) at Tech Tower,OPTCL, Bhubaneswar"

The Bidder shall mention the name of firm and contact details of their representative on the envelope/email while sending queries:

The queries should necessarily be submitted in the following format:-

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

Any requests for clarifications after the bid submission date shall not be entertained.

1.3.4 Clarification and Amendment of tender document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which Client may hold at its own discretion; Client may amend the RFP document.

The clarifications to the list of queries along with addendums/corrigendum if any, will be uploaded on the OPTCL/tenderwizard websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of bid, Client may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum"/ corrigendum in tenderwizard/OPTCL.

1.3.5 Bidder/s submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 (through online mode only) along with requisite documents as indicated in the clause 1.2.3 (Eligibility Criteria)

1.3.6 Submission for Technical Proposal /bid

Bidders are required to submit Technical Proposal/bid as per the prescribed format of price bid available in tenderwizard/optcl. Submission of irrelevant or wrong information in technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para by uploading the standard forms as per Section 5.

The following Forms needs to be uploades along with the technical proposal:

Forms no.	Format Details
FORM-T1	Covering Letter
FORM-T2	A: Bidder’s Organization (to be filled up through online mode only)
	B: Financial Capacity of the Bidder (to be filled up through online mode only)
FORM-T3	Power of Attorney
FORM-T4	Past Experience in Similar Sector
FORM-T5	Undertaking
FORM-T6	Scope of the Work
FORM-T7	Commitment for proposed Equipment and Materials
FORM-T8	Proposed manpower deployment plan and standard operating procedure
FORM-T9	Quality control mechanism
FORM T10	Anti-Collusion Certificate
FORM T 11	Digital Solution For Tracking Of Required Services

1.3.7 Submission for Financial Proposal/ Bid

- i. The Financial Proposal shall be prepared using the attached Standard Forms available online

Forms No.	Enclosures to Financial Proposal
FORM F	Financial Bid (to be filled up through online mode only)

- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

iii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.

iv. The financial proposal shall be in the form of lump-sum amount (in the form of Annual Comprehensive Facility Management Cost quoted in INR for First Year) and shall be inclusive of any taxes/GST that may be applicable. Detail break-up of the lump-sum amount must also be worked out and to be submitted along with the financial proposal through online mode only.

v. Financial Bid of Technically qualified bidders only will be Opened and evaluated

1.4) Registration/Downloading of tender document:

The bidder shall submit the bid in Electronic Mode only i.e. [www.tenderwizard.com/ OPTCL](http://www.tenderwizard.com/OPTCL). The bidder must ensure that the bids are received in the specified website of the OPTCL within the date and time indicated in the Tender notice. **Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL to collect the Bids in physical form will be entertained by OPTCL.**

OPTCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification.

- I. It is mandatory to procure the Digital Signatures.
- II. Contractors / Bidders are requested to follow the below steps for **Registration**:
 - (a) > Click "**Register**", fill the online registration form.
 - (b) Pay the amount of Rs.2,360/- (nonrefundable) including GST through online in favor of K.S.E.D.C Ltd Payable at Bangalore.
 - (c) Send the acknowledgment copy for verification.
 - (d) As soon as the verification is being done the e-tender user id will be enabled.
- III. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.
- IV. If any Bidder wants to participate in the tender he will have to follow the instructions given below:
 - (a) Insert the PKI (which consist your Digital Signature Certificate) in your System.
 - (b) (Note: Make sure that necessary software of PKI be installed in your system).
 - (c) >Click / Double Click to open the Microsoft Internet Explorer (This icon may be located on the Desktop of the computer).
 - (d) Go to Start > Programs > Internet Explorer.
 - (e) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
 - (f) Enter e-tender User Id and Password, click on "Go".
 - (g) > Click on "Click here to login" for selecting the Digital Signature Certificate.
 - (h) Select the Certificate and enter DSC Password.
 - (i) Re-enter the e-Procurement User Id Password.
- V. To make a request for Tender Document Bidders will have to follow below mentioned steps.
 - Click "Un Applied" to view / apply for new tenders.
 - Click on Request icon for online request.
- VI. After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:
 - Click to view the tender documents which are received by the user.
 - Tender document screen appears.
 - Click "Click here to download" to download the documents.
- VII. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
- Note down / take a print of bid control number once it displayed on the screen.

VIII. Tender Opening event can be viewed online.

IX. Competitors bid sheets are available in the website for all.

X. For any e-tendering assistant contact help desk number (Bangalore-080-40482000).

Note: While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet OPTCL's requirements. Bidders and participants to this tender may consult their own legal advisers in relation to this tender before submission of Tender.

3) **Participation in bid:**

The Tenderers are required to submit the tender in two parts i.e. Part-I (Technical bid) and Part-II (Price Bid). Only those service providers who have deposited the cost of tender specification & fulfils eligibility criteria as laid down in **2.0** are eligible to participate in the tender.

4) **Submission of Technical Bid (Part-I):**

The intending Bidders are required to submit the technical Bid in the prescribed format and also submit copy of the following documents, along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered for further evaluation.

(a) **Tender document cost:** Cost of tender paper (nonrefundable) to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).

(b) **Tender processing fee:** The bidders shall have to submit the non-refundable tender processing fee of ₹ 5900/- (Rupees five thousand nine hundred) only including GST through e-payment mode directly to K.S.E.D.C.Ltd, Bengaluru.

(c) **Earnest Money Deposit:** EMD amount is Rs 2,51,016 (Two lakh fifty one thousand and sixteen only).

(d) **Documents to Accompany the Bid:**

(I)**Soft copy:** The bidder has to upload scan copy of following documents in tender portal. However, if required they shall be asked to produce original certification for verification.

1	Covering letter along with power of attorney on the bidder's letter head
2	e-payment receipt/ scanned copy of DD in support of Tender cost and Bid processing fee, EMD as applicable .
3	Certificate of Incorporation/ Registration of Company or Agency
4	Copy of GSTIN
5	Copy of PAN
6	Copies of certified IT returns for the last three assessment years
7	Copies of EPF & ESI Registration Number
8	Copy of Bank Account details
9	Copies of the audited Income/Expenditure statements along with Balance Sheet for the last 3 years
10	Copies of work orders from the previous organizations for providing services during last 5 years
11	Copies of Experience Certificates from the clients for satisfactory performance for the services extended in last 5 years.
12	Undertaking regarding non-blacklisting (On stamp paper)
13	Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)
14	Information desired regarding eligibility criteria .
15	NEFT details of the Banker of the agency with complete profile.
16	Copy of labour License Issued by Competent Authority
17	All other documents required as per eligibility criteria
18	Copies of the audited Income/Expenditure statements along with Balance Sheet for the last 3 years

(II) **Hard copy:** The Bidders shall furnish hard copy of following documents prior to schedule date and time of techno commercial BID opening.

(1) Power of Attorney/authorization for signing the BID documents.

(2) Affidavit duly sworn before a Notary or magistrate regarding the Bidder should not have any pending litigation or arbitration with OPTCL.

(3) Demand draft towards EMD.

5) **Submission of Price Bid (part-II):**

The tenderers are required to fill up the Price Bid in the excel format available in tender portal. Bidders are requested to read the terms and condition carefully before quoting their price offer.

6) **Conditional Offer:** Conditional offer shall not be accepted.

7) **Opening of Bids.**

(i) The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in e-tender portal on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought from the bidders. The Tenderers shall be allowed to submit their clarifications in the prior to scheduled date and time notified in tender portal.

On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected.

If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier.

(ii) When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, and scores minimum 70 % as mentioned in clause (1.2.2) shall be opened in online mode .

(iii) The price bids of the technically and otherwise acceptable bids shall only be evaluated.

It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

(iv) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.

(v) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

(vi) The Tender shall be evaluated at the Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Management. OPTCL may alter the number of Manpower at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.

(vii) **Management's Right to Reject Bids:** The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

8) **Validity of the Bids:** The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

9) **PRICE:** Tenderers are requested to quote-'FIRM' Price. This may also vary as per Govt. guideline from time to time.

10) **Tenderers to be fully conversant with the clauses of the Specification: -**

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the Senior General Manager (Central Procurement Cell), OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

11) **Security deposit:**

(i) The successful Bidder, to whom work order is issued shall be required to furnish a security deposit @ 10% of the annual contract value including GST in the form of Bank Guarantee (B.G) from any Nationalized Bank drawn in favor of Odisha Power Transmission Corporation Limited, Bhubaneswar and payable / encashable at Bhubaneswar covering the contract period. The same shall be submitted by the agency during office hour to the Sr. GM (HRD), OPTCL, Janpath, Bhubaneswar – 751022.

(ii) The Security Deposit amount with validity equal to the period of contract with a claim period of additional two months. The BG is to be submitted within 15 days from the issue of LoI / work order and signing of the Agreement.

a) The Security Deposit shall be refunded only after satisfactory execution and completion of the contract.

b) In case, the contract is further extended beyond the initial period, the validity period of the Bank Guarantee shall be extended accordingly.

c) No interest will be paid on Performance Security Deposit Amount.

d) Whenever any claim against the Agency / Firm for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum by appropriating in part or whole of the Security Deposit of the Agency / Firm. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may fall due. Agency / Firm shall pay to the Company on demand any balance remaining due.

e) In the event of any breach of the terms of the contract by the Agency / Firm or occurrence of any loss or damage which in the opinion of the concerned Officer of OPTCL has arisen due to Agency/Firm, the decision of the OPTCL shall be final and binding on the Agency / Firm. In the event of the termination of the contract for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture by the Company shall be final and binding on the Agency / Firm. This is without prejudice to any other rights of OPTCL under contract law.

(iii) In case of breach of any terms and conditions of the agreement, the Security Deposit of the Bidder/ Agency shall be liable to be forfeited besides annulment of the Agreement.

12) **Terms of payment:**

(A) No advance amount shall be paid to the Bidder / Agency. The Bidder / Agency shall submit the monthly bill to the Officer-in-charge of Tech Tower in respect of Manpower deployed after making payment to deployed personnel for the previous month along with the following documents within 2nd week of the succeeding month:

- Tax Invoice in triplicate mentioning the Order No. and date of OPTCL for such engagement with certificate regarding wage remittance within 7th of the succeeding month.
- Statement of attendance duly certified by the OPTCL.
- Wage summary indicating details of the persons engaged (Name, wage paid, PF A/c No., ESI A/c No, PF & ESI Deposited for previous month along with the documentary proof of payment duly certified by the contractor/ Agency & the authorized officer of OPTCL).
- Copy of ECR (Electronic Challan-cum-Return) of the EPF & ESI deposited for previous month with transaction ID No. Regarding successful deposit of EPF & ESI.
- The amount towards TDS shall be deducted at source in all Units of OPTCL.
- The TDS under GST and Income Tax act in case of supply of service shall be deducted, as applicable.
- Proof of remittance of wages to the personnel engaged by contractor/agency, through banking mode (**no cash transaction is allowed**) for previous month such as monthly advice

submitted to the Bank for crediting respective personnel's Bank A/c towards monthly wages and copy of Bank Pass Book showing payment of wages to the deployed personnel.

➤ Tax invoice of materials used, etc as per the tender .

(B) The contractor / Agency shall also submit the following documents via Email to the concerned D.D.O for verification and records. :

1. Monthly return of ECR (P.F deposit) in PDF format & transaction ID regarding successful deposit of EPF dues

2. Monthly return of ECR (ESI deposit) in PDF format & transaction ID regarding successful deposit of ESI dues.

(C) Opening of Bank Accounts of the deployed Manpower working under the contractor / Agency is mandatory.

(D) The contractor / Agency shall ensure that S/B Accounts of the deployed personnel get credited within 03 working days from the date of sending advice to Bank for payments and the amount credited is the same as the net wage as per the wage slip.

(E)The agency shall have no claim whatsoever against OPTCL for any loss / damage caused to the contractor / Agency by reasons of war, riot, commotion, disturbance, pestilence, epidemical sickness, strike, lockout, earthquake, fire, storm, flood, explosion or any change in the nature, breakdown of plant or machinery for whatever reasons.

(F)The contractor / Agency shall resume the work as soon as such accountability has ceased to exist of which the Management of OPTCL shall be the sole judge. If the performance in whole or part any terms / obligations under the contract is prevented or delayed by any such eventuality for a period exceeding seven days, the contract may be terminated at the discretion of the executants of OPTCL.

(G)The Authority of OPTCL reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

(H)All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

(I)The successful contractor / Agency will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

(J)The contractor / Agency shall furnish the records / documents / ECR & transaction ID in respect of Statutory Deposits against each Manpower to the Officer concerned of OPTCL as and when required, failing which the Management has every rights to terminate the contract with one month notice to that effect.

14) **Other information:**

(i) Any deviation from the prescribed procedures/required information/formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

(ii) All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

(iii) To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

(iv) The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

(v) The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

Note: Bidders are advised to study the Tender documents and the condition carefully and also inspect

the site of the Tech Tower of OPTCL.

E-Reverse Auction process shall be resorted to in the tender as follows.

STRATEGY FOR E-REVERSE AUCTION

- 1 Bidders are required to go through the guide lines given below and submit their acceptance to the same.
- 2 e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
- 3 Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
- 4 The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):
 - 5 a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only.
 - b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IA). In non-receipt of the same, vendors will not be allowed to participate in e-RA.
 - c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below.
 - d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.
- 6 Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.
The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.
Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).

However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.
In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).
Rank of bidders would be displayed as per the total cost to OPTCL, i.e including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.
- 7 Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.
 - (i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.

(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction) , shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.

(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.

(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period shall be unlimited and the initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time. If any fresh lower bid is received in last ten minutes of auction period or extended auction period, the reverse auction process shall get extended automatically for another 10(ten) minutes. In case, there is no Bid received during schedule/extended slot, the Auction shall get closed automatically without further extension.

(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

8 After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .

Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.

The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.

During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].

9 Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.

OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.

OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.

1.5 Award of Work

After selection, a Letter of Award ("LOA") shall be issued, in duplicate, by the Client to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, the appropriate EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

1.6 Execution of Service Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement (SA) within the period prescribed in "Bidder Data Sheet". The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement. The Selected Bidder shall submit Performance Bank Guarantee before signing of Service Agreement.

1.7 Implementation Process and Contract Period

The date on which the Service Agreement will be signed between “CLIENT” and Selected Bidder will be identified as the ‘Commencement Date’;

1.7.1 Mobilization Period

The Agency will be granted a 15 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP /tender. The date on which the mobilization period gets completed will be identified as the ‘Effective Date’;

The Client may request to mobilize part team on priority (if need be) during mobilization period, FMS shall extend required assistance to the Client if such request is raised.

1.7.2 Contract Period

The Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of 02 years (i.e 24 Months) (annually renewable). The FMS shall provide a consolidated list of equipment’s procured by the FMS and update the Client on annual basis for records.

1.7.3 Payment Terms

i. The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal monthly installments basis during contract period.

ii. **In case of increase in Minimum Wages / D.A** of Labour by Govt. of Odisha, the basic differential cost of Minimum Wages / Dearness Allowance for all categories labour will be paid extra to Agency by the Authority.

iii. The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year = full 2 years of contract period, as renewed on yearly basis on satisfactory performance, plus extension period, if any except minimum wages as revised by Govt. of Odisha from time.

1.8 Power of Attorney

1.8.1 The Bidder should submit a Power of Attorney in the format specified at Form T3 authorizing the signatory of the Proposal to commit the Bidder.

1.9 Proposal Validity

1.9.1

The Tender Shedule Sl. No 5 indicates that the proposal/BID will remain valid for a period of 180 days after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. Client will make its best effort to complete the selection process within this period. If required, the Client may request the bidders to extend the validity period of their proposals. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance Client shall not consider such proposal for further evaluation.

1.9.2 Bidders are requested to refer “Tender Schedule” for applicable duration of validity.

1.10 Conflict of Interest

1.10.1

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (FMS) under any of the circumstances set forth below :

- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Client/Ministry's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.

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

1.11 Corrupt or Fraudulent Practices

1.11.1 Client desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Client:

- a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Client defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non- competitive levels and to deprive the Client of the benefits of free and open competition

1.12 Prohibition against collusion amongst bidder(s)

1.12.1 Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal 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 the concerned Bidder(s) shall lose its/their Earnest Money, at Client's sole discretion. ***The format for Anti-Collusion Certificate has been provided in [Form T-10](#) under Section 4 of the RFP document.***

1.13 Confidentiality

1.13.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.14 Interpretation of Documents:

i. OPTCL will have the sole discretion in relation to:

- a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- b) all decisions relating to the evaluation of Proposals.

Client will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:

- a) Service Agreement,
- b) Information and Instructions to Bidder.

iii. Client reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

Section – 2 : Key clauses of Service Agreement

2.1 Sub-contracting

2.1.1 The selected service provider is not allowed to sub-contact any portion of work to any entity under this contract.

2.2 Other contractors

2.2.1 The facility management service provider (FMS) shall cooperate and share the service areas with other contractors, Occupants, Operators, Public authorities associated with the Client as and when required.

2.2.2 The facility Management service provider shall as referred to in the contract, also provide facilities and services for them as described in the schedule. The Client's representative may modify the schedule of other contractors and shall notify the FMS of any such modification.

2.3 Materials, Machinery & Equipment

2.3.1 The FMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Client as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.

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

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

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

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

2.4 Labour

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

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

2.5 Compliance with Labour Regulations

2.5.1 During continuance of the contract, the FMS 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 Client and any other labour law (including rules), regulations, bye laws that may be passed

or notification that may be issued under any labour law in future either by the State or the Central Government or the local Client.

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

2.5.3 The employees of the FMS in no case shall be treated as the employees of the Client at any point of time.

2.6 Insurance

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

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

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

2.6.3 If the FMS does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

2.7 Safety

2.7.1 The FMS shall be responsible for maintaining the safety of all occupants, equipment, office records/ documents and activities on the site .

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

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

2.7.4 The FMS shall be responsible for any medical emergency of the labor or employees deployed by them

2.8 Liquidated Damages

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

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

2.9 Cost of Repairs

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

2.10 Manuals & Registers

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

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

2.11 Force majeure

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

(A) Non-Political Events

(a) 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.

(b) Radio active contamination, ionizing radiation

(c) Epidemic, famine.

(d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.

(e) Strikes or boycotts or industrial action or any public agitation of any kind;

(f) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Event

(a) 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;

(b) Expropriation or compulsory acquisition by any Competent Client of the Project or part thereof or any

material assets or rights of the FMS; provided the same has not resulted from an act or default of the FMS or such person;

The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if facts justify.

2.12 Termination

2.12.1 The management of OPTCL reserves the right to terminate the contract without assigning any reason there of at any time during the period of contract by giving 30 (thirty) days' Notice, if it is in the interest of OPTCL under existing circumstances.

OR

2.12.2 The authorized officer on behalf of the Client (OPTCL) may terminate the Contract if the other party causes a fundamental breach of the Contract or the performance of the FMS is not up to the satisfaction of OPTCL authorities. For this purpose, **30 days' notice** in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

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

a) Breach of contract by FMS

- i. the FMS stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
- ii. the FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. the authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMS fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
- iv. the FMS does not maintain a Performance Security which is required;
- v. the FMS has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- vi. If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the FMS is a partnership firm or any other such legal entity having more than one constituent, the FMS shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/extent of partnership or other interest of the original constituents of the FMS shall not be diluted or varied during the subsistence of Contract.
- viii. The FMS shall not engage the services of any Sub-FMS for the purposes of discharging entire obligation under the Contract without approval of the Client.
- ix. If the FMS, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the FMS commits any acts of defaults with respect to conditions of contract.

b) Breach of contract by Client

- i. the authorized representative of the Client instructs the FMS to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
- ii. the Client is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

2.12.4 If the Contract is terminated the FMS shall stop work immediately, make the Site secure and hand over all the assets of the Client under its control and leave the Site as per the provision of the contract.

2.12.5 After the termination of the contract under this clause, the Client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The FMS shall have no claim against the Client in this regard.

2.12.6 The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., , floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the FMS shall within Ten (10) days from the beginning of delay on such account notify the client in writing of the cause of delay. The Client shall verify the facts and grant such extension, if circumstance justify.

2.13 Payment upon Termination

2.13.1 If the Contract is terminated because of a fundamental breach of Contract by the FMS, the authorized representative of the Client shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the FMS the difference shall be a debt payable to the Client.

2.13.2 If the Contract is terminated because of a fundamental breach of Contract by the Client, the Client shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the FMS and available at site, the reasonable cost of removal of Equipment, repatriation of the FMS's personnel employed solely on the Works, and the FMS's costs of protecting and securing the works and less advance payment received upto to the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.

2.13.3 No Compensation for Alteration in or Restriction in Works

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

2.14 Obligations of Facility Management Contractor

2.14.1 General

A. Standard of Performance

The FMS shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment,

machinery, materials and methods. The FMS shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.

B. Law governing Services

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

C. Conflict of Interest

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

a. FMS not to benefit from commissions discounts, etc.

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

ii. Furthermore, the FMS shall comply with the CLIENT's applicable procurement guidelines for procurement of goods, works or services.

b. FMS and affiliates not to be otherwise interested in Project

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

c. Prohibition of conflicting activities

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

D. 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.

E. 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 the FMS. FMS's actions requiring Client's prior approval

The FMS shall obtain Client's prior approval in writing 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.

2.15 Obligation of the Client

2.15.1 Assistance and exemptions

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

2.15.2 Access to Land

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.

2.15.3 Change in Applicable Law related to taxes and duties

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

2.15.4 Services, facilities and property of CLIENT

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, Form – T8.

2.15.5 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

2.15.6 Office Space

Client will only provide the office space. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by FMS.

2.15.7 Miscellaneous Cost

Miscellaneous Cost like AMC of equipment's, Insurance (project related), Utility Bills, and Liaising Fee etc. will be paid by the Client. FMS shall assist and facilitate in selection of vendors/suppliers for the rendering the services.

2.15.8 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.

2.15.9 Statutory and regulatory compliances

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

2.16 Extension/Renewal of Contract

2.16.1 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 Client may be considered taking into account the performance of the FMS.

However, Client is not bound to consider any such extensions.

2.16.2 The extension or renewal of the contract shall be as per the terms as approved by the Client.

2.17 Definitions

Terms which are defined herein may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms:

- i. **"Client"** means the Sr. GM(HRD), Odisha Power Transmission Corporation Limited, Bhubaneswar ("CLIENT")/ his or her Successor with whom the Selected Bidder signs the Agreement for the Services as per Scope of the Work.
- ii. **"Affiliate"** means any corporation, firm, or other entity that directly or indirectly is controlled by or is under common control of another firm.
- iii. **"Assignment"** means the work that the FMS shall perform pursuant to the Service Agreement.
- iv. **"AMC"** means Annual Maintenance Contract.
- v. **"CAM"** Common Area Maintenance
- vi. **"Capital Asset"** are core assets installed by the Client limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT< Panels, UPS, Fire Alarm Panel, BMS Controller, CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating.
- vii. **"Commencement Date"** means the date on which the Service Agreement will be signed between Client and Selected Bidder;
- viii. **"Contract Period"** is the period granted for undertaking Facility Management Services in the Project Facility, commencing from the Effective Date for the duration as defined in RFP;
- ix. **"Effective Date"** means date as defined in the RFP.
- x. **"Facility Management Service provider (FMS)"** means the selected entity who has completed the agreement signing formalities with the Client for Comprehensive Facility Management Services at <Insert Name of the Location> in accordance with the terms & conditions of the Service Agreement.
- xi. **"Facility Management Services"** means the providing comprehensive facility management services as per scope of work defined in Form T6.
- xii. **"Mobilisation Period"** means period as defined in the RFP.
- xiii. **"Project Facility"** or **"Project Facility Area"** or **"Facility Area"** means the premises as defined in the RFP.
- xiv. **"Request for Proposal" /"RFP"** means Request for Proposal for selection of agency for providing 'Comprehensive Facility Management Services <Insert Location> including all related attachment(s), amendment(s) and corrigendum(s).
- xv. **"Service Agreement"** or **"Contract"** or **"SA"** means agreement signed between Client and Selected Bidder. (key clauses of Draft Service Agreement are mentioned in Section 2 of RFP)
- xvi. **"Selected Bidder"** shall be as defined in RFP document .

Section – 3: Schedule of Requirements.

3.1 About the facility

The Tech Tower is located at Janpath, Bhubaneswar, Odisha. The total super built-up area of main building is 8680 Sqm (Aprox).

3.2 Facility Area

3.2.1 The Facility Area where services of FMS are required shall include all areas within boundary of the office premises including Building part, but not limited to all built-up areas, basements and open spaces. Refer Section-I for details of various spaces. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

3.3 Purpose

3.3.1 Odisha Power Transmission Corporation Limited, Bhubaneswar invites proposals from all eligible bidder / service provider for providing comprehensive facility management services within Tech Tower, Bhubaneswar.

The broad scope of services required as below;

- a. Housekeeping, Cleaning, Sanitation
- b. Pest control.
- c. Operation and Minor Maintenance of all Electrical & Mechanical Equipment
- d. Façade Cleaning
- e. Reporting and Complaint management
- f. Co-ordination with other service providers.
- g. Front Desk Management
- h. Horticulture, Plantation & aesthetics of the office premises
- i. Waste Management
- j. Safety and fire management

Please refer [Form T6](#) for detailed scope of work and [Annexure III](#) for Specification and Location of Assets.

Section 4: Technical Proposal

- a. Bidders need to submit all required information with supporting documents as per [Form T1 to T11](#) and as per instructions provided in this RFP. However Form – T2 (Technical Bid is to filled up and online mode only)
- ii. If necessary, additional sheets can be scanned and uploaded online.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Client.
- v. Incomplete bids shall be summarily rejected.

- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- x. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

FORM-T1: COVERING LETTER

(On the Bidder's Letter Head)

[Location,
Date]

To,
The Senior General Manager (HRD)
Bhubaneswar-751010, Odisha

Sub: Selection of Agency for Providing Comprehensive Facility Management Services for Tech Tower , O D I S H A , Bhubaneswar .

Dear Sir,

With reference to your Request for Proposal dated _____ I have examined all relevant documents and understood their contents; hereby submit our Technical and Financial Proposal for **Comprehensive Facility Management Services.**

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.
2. I shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating of the Proposal.
3. I acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public Client nor have had any contract terminated by any public Client for breach on our part.
5. I declare that:
 - a. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;
 - b. I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
 - c. I/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 RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
 - d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
7. I agree to keep this offer valid for 180 (One hundred eighty) days from the Proposal Due Date specified in the RFP Document.

8. In the event of my firm being selected as the Service Provider, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

9. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature
[In full and initials]: _____

Name and Title of Signatory:
Name of Firm: Address:

FORM-T2 : Technical Bid(To be filled in online format only)

A. BIDDER'S ORGANISATION

1. Title of Project:

2. State the Status of the Bidder's Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.

3. State the following:

a) Name of Company or Firm :

b) Country of incorporation :

c) Registered address :

d) Year of Incorporation :

e) Year of commencement of business :

f) Principal place of business :

g) GSTIN :

h) PAN :

i) Brief description about the Organisation including details of its main lines of business:

4. Details of authorized signatory of the Bidder:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Phone No.:

f) Fax No. :

g) E-mail address:

5. Details of individual (s) who will serve as the point of contact / communication for CLIENT within the Company

a) Name:

b) Designation:

c) Address:

d) Telephone No.

e) E-mail address:

f) Fax No.

6. Bidders shall enclose copies of the valid EPF, ESI;

7. Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
Technical Criteria			
A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956 / 2013 or Proprietorship, Partnership Firm	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm.	
B.	Bidder should have undertaken similar work for minimum one year on at least one eligible project(s) with minimum built-up area of 150,000 sq. ft and contract value of Rs1,00,00,000 in last 3 years.	Attach true copy of supporting work Order , completion certificate as applicable along with duly filled Data Sheet as Performa T4 Certified from Statutory Auditor/ Chartered Accountant.	
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation,	Attested copies of PAN, GSTIN, Labour Registration, EPFO Registration and ESIC Registration shall be acceptable.	
D.	Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any of the government/.PSU project as on date of proposal.	Undertaking as per Form T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility and non-blacklist .	
E.	The Bidder should have a minimum strength of 250 workers under its payroll	<ul style="list-style-type: none"> • Copy of latest Electronic Challan Cum Return of EPF to be enclosed. • Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt 	

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
Financial Capability Criteria			
E.	Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. 10 crores for last three financial years, as on dt. 31.03.2023 . At least one Continuing projects on similar services with minimum contract value of 1 (one) crore , as on date of bidding .	Duly attested copy from the statutory auditor/chartered accountant has to be provided certifying Organizations turnover during last three financial years. Work order and supporting documents for in proof of Continuation of the Project as on date of bidding	
F.	Bidder, should have a Positive net worth during the previous Five financial years		

8. Checklist of Technical Forms

Forms no.	Title	Submitted (Yes/No)
FORM-T1	COVERING LETTER	
FORM-T2	INFORMATION ABOUT THE BIDDER	
	FINANCIAL CAPACITY OF THE BIDDER	
FORM-T3	POWER OF ATTORNEY	
FORM-T4	PAST EXPERIENCE OF THE BIDDER	
FORM-T5	UNDERTAKING	
FORM-T6	SCOPE OF WORK	
FORM-T7	COMMITMENT FOR PROPOSED EQUIPMENT/S AND MATERIALS	
FORM-T8	PROPOSED MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE	
FORM T9	QUALITY CONTROL MECHANISM	
FORM T10	ANTI COLLUSION CERTIFICATE	
FORM T 11	DETAILS OF DIGITAL SOLUTION FOR TRACKING OF REQUIRED SERVICES AS PER THIS RFP .	

I understand that in case we do not submit required information in given formats along with the supporting documents, Client may treat our proposal as non-responsive.

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:
Name of the Bidder:

FORM-T3: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **[Name of the Service]**

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested

Executant

Notes:

1. *To be executed by the sole Bidder.*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
3. *Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
4. *In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such Client may be enclosed in lieu of the Power of Attorney.*

FORM-T4: PAST EXPERIENCE OF THE BIDDER

Name of Bidder

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

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

N.B. : Copies of the Work Orders / Completion Certificates from the respective authorities needs to be furnished by the Bidder along with the technical proposal as proof of evidence.

**Authorized Signature
[In full and initials]:**

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

FORM-T5: UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility of the Bidder and non-blacklisting]

I/we, hereby undertake that, our company has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

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

FORM-T6: SCOPE OF WORK FOR THE FACILITY

A1 Broad description of Facility Management

A1 Broad Description of Facility Management

A1.1. This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility as per the satisfaction of client / end user.

A1.2. Operation & Maintenance for the equipment / artefacts etc. will be carried out as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals provided by the Contractor/Project Management Service Provider (PMSP).

A1.3. The scope of work broadly includes the operation, maintenance and management of general building operations as described in this contract for the Project Facility. The FMS will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Facility Management Contractor (FMS) will be directly reporting to the officer authorised by the Client. The FMS shall deploy the adequate manpower and equipments as per the requirement

A1.4. This document describes the work to be carried out under the Facility Management Services for and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

A1.5. The Broad Scope of services required as below;

- a. Housekeeping, Cleaning, Sanitation
- b. Pest control.
- c. Operation and Minor Maintenance of all Electrical & Mechanical Equipment
- d. Façade Cleaning
- e. Reporting and Complaint management
- f. Co-ordination with other service providers.
- g. Front Desk Management
- h. Horticulture, Plantation & aesthetics of the office premises
- i. Waste Management
- j. Safety and fire management

Please refer **Section-I** for details of various spaces.

A2 Facility Management Services

A2.1. The scope of work for facility management services is broadly divided into following categories:

a. Operation:

- i. Day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. Preservation of machinery, building and services in good operating condition.
- iii. Daily / periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMS.

- iv. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at its own cost.
- v. Day to day repairs required in the entire complex under the maintenance of FMS

b. Maintenance

i. Breakdown Maintenance is defined as

The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

ii. Preventive Maintenance is defined as

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

c. Management

- i. Co-ordination with Contractors for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.
- iii. Supervise, administer and certify works of Main Contractors/PMSP/ Vendors / Suppliers / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- iv. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- v. MIS Reporting for overall management of services in Digital mode .

However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the client / end user. The FMS shall maintain the service levels and also maintain minimum manpower as per scope in Form T-8.

A3 Scope of Work

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

I. Maintenance Services.

The FMS shall be responsible for breakdown maintenance as defined above at A2b(i). The FMS for preventive maintenance shall coordinate, administer and certify works of Main Contractor, Interiors Contractor, Vendors, Suppliers and Manufacturers, AMC service providers for rendering the services as per the terms and conditions stipulated in this document.

- i. The FMS shall be liable to perform / undertake following services:
 - i. Preserving the project, its equipment's and assets as per the satisfaction of the client
 - ii. Day to day repairs/service of the facilities
 - iii. AMC /Warranty of all equipment's such as AC, lift, DG set Fire pumps, Smoke detection system, sprinkler system, portable fire extinguishers etc procured by the Client from time to time.
 - a. For all other equipment's for which AMC is procured by the client, FMS will coordinate with AMC Agency for any repair and maintenance (as and when required) .
 - iv. Keep the Inventory of all spares and consumables required for the unhindered operation

and maintenance of the facility and update on weekly basis.

- v. Prepare list of probable spare parts, Electrical and Mechanical items, plumbing, AC spares including Chillers, split units etc. and DG spares and will coordinate and supervise for availability of these spares for items under AMC.
- vi. Annual Building Survey and prepare program for Repairs and submit action plan. (To be prepared by the Civil Department of OPTCL in consultation with Electrical Maintenance Cell)
- vii. In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, capacitor, switch, regulator starters, ballasts etc. for common area and service, service rooms, sub-station and external lights including the landscaping, amphitheatres/OAT,
- viii. Operation of all equipment in the project facility, including their minor repairs and replenishment such as electric lights, LED bulbs etc. as mentioned at vii.
- ix. Providing and replacing Connectors, contactors, lugs, Belts, Bearings, Grease, Cotton Waste, Silica Gel, CTC and other similar minor items, PVC/GI couplings, bends, fuse and other similar minor items,
- x. Repair & rewinding of AHU (Air Handling Unit), Ventilation Fans, Pumps, Motors geyser, Oil heater etc., (After Defect Liability Period/Warranty Period).
- xi. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- xii. Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis
- xiii. Computer stationary, CD's floppies, audio cassettes as required for BMS/LV Systems, Front desk, Reception desk (ITO)
- xiv. Ensure availability of Specialized Tools / Tackles such as Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc., required for operation and maintenance.

II. Operation Services

The operation services under the scope of work are subdivided into two categories namely

- i. Operation of Equipment and Fixtures.
- ii. Housekeeping and Front Desk Management.

II (1) Operation of Equipment and Fixtures

- i. The FMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. FMS shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- iii. The FMS shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMSP / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it. (Some details of pumps, AC, Lifts, Plumbing, Fire Fighting and other electrical works .
- iv. The FMS shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs including the

domes, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.

- v. The FMS will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- vi. The FMS shall operate all equipment's, fittings and fixtures (electrical / mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
- vii. The FMS shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.
- viii. The FMS shall be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner. The FMS shall ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.
- ix. The FMS shall operate and maintain the complete Access Control system, Fire Alarm System, CCTV System, PA system and any other system as installed in the said premises (to be included in Security Services).
- x. The FMS shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artifacts as specified in the O&M manual carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artifacts / equipment's due to non-maintenance of required ambient room parameters will be the responsibility of FMS and shall make good the damaged exhibit / artifacts / equipment's at his own cost.

II. (2). Housekeeping and Help Desk Services of Tech Tower

II (2.1) Cleaning Services

The FMS shall

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

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

II (2.2) Cleaning of Toilets

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

II (2.3) Waste Management

- i. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- ii. FMS shall Collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Client.

- iii. FMS shall ensure that 100% of recyclable waste is being recycled.
 - iv. FMS shall be responsible for arranging the transport and in consultation with Client, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
 - v. Waste management methodology shall comply with the guidelines as laid down in applicable Waste Management Rules of Central / State Government and Local Authorities.
 - vi. Renovation Debris is to be stored at designated space at designated area
- II. The FMS undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load.

III. (2.4) Pest Control

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

i. Disinfestations Treatment

Pest Covered : Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, Dengue Mosquito etc. The FMS shall take the following control measures :

- a. Intensive / extensive spray with oil / water based chemicals.
- b. Frequency : Fortnightly as per client schedule and need base

ii. Rodent Control

Pest Covered : Domestic/Field Rodents.

The FMS shall take the following control measures

- a. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- b. Trapping with lures
- c. Eliminating rats / mice with glue traps
- d. Frequency : Monthly as per client's schedule and need base.

iii. Fly Control

The FMS shall take the following control measures :

- a. Sanitation
- b. Chemical control
- c. Frequency: Monthly as per client schedule and need base
- d. Sanitation
- e. Chemical control
- f. Frequency: Monthly as per client schedule and need base

iv. Mosquito Control

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

- a. Residual Spot Spraying
- b. Fogging Operations
- c. Mist Blowing
- d. Frequency: Fortnightly as per client schedule and need base

II (2.5) Help Desk

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

The helpdesk/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 UPS, fire alarm etc.).

For Tech Tower Help Desk Services to be provided from 9.00 AM to 8.00 PM. Help desk has to provide information regarding the occupants to visitors and to perform public relation counter and close liasioning with visitors and facility management personnel.

II (2.7) Garden & Lawn Maintenance

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

The broad scope of work will be as follows:

The Agency has to perform the following activities :

- a) Daily watering
- b) Weed removing
- c) Trimming and pruning
- d) Soil mulching
- e) Lawn mowing
- f) Hedges and Shrubs cutting etc.
- g) Cleaning Garden areas
- h) Applying fertiliser or compost manure/vermi culture manure alternate month or as and when required.
- i) Applying pesticides and fungicide alternate month or as and when required.
- j) Maintenance of vermi compost pits
- k) Disposal of dry/fallen leaves.
- l) Seed collection and sowing.
- m) Rising of Nursery.
- n) Preparation and maintenance of Planting Materials.
- o) Operation of Tools, Machinery as required for the Garden.
- p) General maintenance of existing plants, Tools implements etc.

II(2.8). Stand by DG ,DG sets Associated panel boards & HSD Storage Facilities.

- DG sets as mentioned above to start and stop as per the requirement or Schedules that will be

given to you by the maintenance in charge of Tech Tower.

- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported/ rectified within a reasonable time period and help support OEM engineer for rectification work if required.
- To coordinate with the external and internal customer to facilitate smooth functioning of the DG Sets.
- To carry out day to day maintenance work as per activity chart that shall be formatted by you and got approved by the officer in charge of Tech Tower, which shall cover the following:
 - Battery check for electrolyte level.
 - Specific gravity check.
 - Oil level and temperature check.
 - Fuel Leak.
 - Cooling Hose check.
 - Oil pressure check.
 - Voltage and current check in each phase. Engine run hour and RPM.
 - KWH generated.
 - Checking the engines for its smooth running, observing for any unusual noise and colour of the smoke from the exhaust.
 - Checking general functioning of all gadgets observe noise and vibration levels.
 - Regular visual inspection of all mechanical drives.
 - Log all running parameters once every hour. If required for any interval as per direction of In-charge of building.
 - Prepare log sheets for routine maintenance as per O&M manual so follow equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipment and to ensure that no equipment suffers from breakdown, loss of performance wear and tear or any other damage.
 - Prepare inventory of spares and ensure that critical spares are always available.
 - To ensure that all meters are in working condition and all equipment is working according to the design parameters given in O&M Manual.
 - To ensure that all equipment/ plants has sequential running and all equipment, pumps including the stand by equipment work on operating time equalization basis.
 - Checking lube oil, coolant and fuel for leakage.
 - Checking and adjusting belt tension, changing belt if required.
 - Cleaning of air filter elements and changing them if required.
 - Drain lubricating oil sump, clean sump strainers, renew lubricating oil and prime the system whenever it becomes due.
 - Carrying out valve tappet setting as and when required.
 - End plays checking of crankshaft, accessory drive and turbo charger whenever required.
 - Checking of proper functioning of various instruments, instrument panel and changing them as required.
 - Diagnosis of various faults and their rectification.
 - Checking and fault finding of the electrical system associated with the engine.
 - General cleaning and greasing of the alternator when required.
 - Cleaning battery terminals for sulphate formation and checking its state.

- Maintenance of instruments, relays and connectors fitted in Gen set control Panel and changing them.
- Checking of wiring system for its loose and dry connections.
- Checking tightness of mounting bolts.
- Checking rotating diode assembly of alternators.
- Fault simulation and verification, functioning of relays, MCB/MCCB and contactors.
- Insulation testing of alternators once in six months.
- Replacement of lubricating oil, filters, coolant, Replacement of all hoses, belts, gaskets, safety controls, fuel pump, injectors, self starter and charging alternator, trouble shooting, replacement of spares(all spare parts of AMF panel mcb, mccb, contactors, push button, display, battery charger electronic switch, fuse), engine and alternator minor adjustment , radiator cleaning, fuel tank cleaning, panel repairing, AVM fitting job as and when required.
- Items need to be used should be the corresponding brand of generator, and all electrical items like MCB, MCCB etc must be of legrand/Schneider/Crabtree/Eq. make

Maintenance Schedule

- Check and reset injector pressure(ii) check and reset injector pump timing (iii) retighten cylinder head nuts (iv) adjust engine valve clearance
- Note:- the above maintenance schedule is of general nature and may vary among various engine manufacturers. The firm will ensure that maintenance of engine in particular of air cleaner , change of lube oil and fuel filters are being done strictly as per the manufacturer's recommendation.

ALTERNATOR:

- **Monthly:** Clear air inlet and outlet restrictions and tighten all electrical connections and terminations.
- **Yearly:** measure and record alternator winding resistance and power cable insulation.
- **Electrical Control Panel**
- **Monthly:** check battery charging system and take corrective action, check electrical measuring instruments, indicative lamps for proper functioning, tighten power distribution wiring and connections, testing of relay and other protection and safety devices for proper working, checking for MCCB tripping mechanism, cleaning of bus bars and clammers and tightening of nuts and bolts, tighten of all electrical connections and terminations.

Maintenance Schedule of Engine

- **Monthly:-**
- Check air line connection and filter, clear air inlet and outlet restrictions, check fan belt and its tension, check battery voltage, terminal, electrolyte level and specific gravity(top up if necessary), check for frequency and output voltage, Check working of the dynamo/battery charging alternator and auto cut off of the battery charger,Check manual and auto change over from commercial supply to DG supply and vice versa,Record the various readings in the service report.,Check for leakage in fuel line, lube oil line and exhaust gas system.,Check for water in radiator water tank for water cooled engine., check lube oil and top up if necessary.
- **Every 50 Hours:-**
- Check & top up oil in the air cleaner., check hose connections in cooling system, check fuel piping

connections, check exhaust piping connections, check engine mountings, check engine to drive unit couplings, check electrical connections, check lubricate throttle linkages, clean air cleaner, clean fuel feed pump strainer, check electrolyte in battery.

● **Every 200 hours:-**

- Check and top up lube oil in fuel injection pump, check radiator cowl stay and gap between fan and cowl, check for proper alignment of engine to drive unit, replace oil in the cleaner, replace fuel filters and sealing ring, clean strainer in fuel tank., replace engine oil, replace engine oil filter, replace the water from the radiator and clean the radiator tank and fins and add coolant to the water if necessary.

● **II(2.9).HVAC, Air conditioning & its accessories & AHU'S**

- Thoroughly wipe with an appropriate detergent and cloth and keep also free from dust, also wipe area surrounding the Air vent.
- Follow-up for the AMC of Air-condition equipments with appropriate agency & coordination with AMC agency for trouble free operation.
- Air conditioning system under O& M to start and stop as per requirement or schedules that will be given to you by the Maintenance In charge of Lokseva Bhawan & Kharavela Bhawan, Bhubaneswar.
- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported/rectified within a reasonable time period and help support OEM engineer for rectification work if required.
- Facility Manager / Supervisor shall generate daily weekly and monthly reports covering the energy consumption, daily service requests, faults attended, routine and break down maintenance.
- Regular visual inspection of all mechanical drives.
- Check all the air-conditioning equipment for any sign of external leaks, check and prevent leaks immediately.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipment and to ensure that no equipment suffers from breakdown, loss of performance wear and tear or any other damage.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all meters are in working condition and all equipment is working according to the design parameters given in O&M Manual.A close liaison with the local brigade is maintained.
- Conducting muck drills on regular interval. Follow-up for the AMC of the fire fighting equipments with the appropriate agency & coordination with AMC agency for trouble free operation.
- 30 days and 24 hours of visit in a month should be done by the agency.

SAFETY SERVICES

The FMS will be responsible to look into all safety aspects of the facility including the validity of the Fire Certificate for High Rise Building issued by the fire department from time to time. The overall activities are as enumerated below or any activity to be added, discontinued / modified as per requirement to be instructed by the Client (Safety wing)

Daily:-

- Check the cleanness of the firefighting room.
- Check the record maintained by electrical maintenance department for DG set and electrical control room.
- Checking the basement area for water logging if any.
- Checking the cleanness emergency exist area for ensuring of dumping of any materials.
- Assuring cleanness of the substation area.
- Assures availability of first aid kit with contents in each floor.
- Ensures proper PPEs being used by workers if any work carried out in the tech tower.
- Monthly :-
- All Fire Fighting pumps.
- Inspection of Hose reel, rubber pipes etc..
- Cleaning/ dusting of the entire system.
- Greasing, Oiling of hose reels as required.

- Check the gland packing of all valves.
- Checking hose reels for water flow.
- Checking of hydrant valve for opening/closing.
- Testing of sprinklers.
- Checking of all valves, NRV of the system healthiness and functioning.
- Ensures all snickering and labeling of safety aspects.

Half Yearly : -

- Application of powder to rubber hoses of all hose reels.
- Cleaning of control panel.
- Resetting of pressure switches for automatic starting of pumps.
- Supplementing of gland packing.
- Checking of pump coupling rubber pads.
- Tightening of Foundation bolts of pump sets.

FIREALARMSYSTEM

Monthly : -

- Testing of control panel.
- Testing of Hooters.
- Testing of Fire Alarm System.
- Testing of Pill Boxes to raise Fire Alarm.
- Testing of Smoke Detectors by giving smoke.
- Testing of Detectors in lift machine room, meter room and other areas wherever installed.

Half Yearly : -

- Cleaning of control panel.
- Cleaning of Detectors in lift machine room, meter room and other areas wherever installed.

SPRINKLER SYSTEM

Monthly : -

- Testing of Pumpsets.
- Checking the system for any leakage.
- Checking for any missing equipment or parts.
- Opening and closing of line valves for free movement as required.
- Testing of automatic starting of Pumpsets.
- Tightening of gland nuts of pumps.

Half Yearly : -

- Cleaning of control panel.
- Resetting of pressure switches for automatic starting of pumps.
- Supplementing of gland packing.
- Checking of pump coupling rubber pads.
- Tightening of foundation bolts for pumpsets.
- Cleaning of Sprinkler head.

FIRE EXTINGUISHERS

Monthly : -

- Checking pressure gauges of all Fire Extinguishers to ensure proper pressure.
- Checking of the working mechanisms to ensure proper working during emergency conditions.
- Checking quality of powder /foam of the Extinguishers (if permitted to use the extinguishers for test by Safety Cell, OPTCL).
- Maintaining a log record of all services.

- Shall provide training to the Security Supervisors as the occupant representative of the building to ensure that they are well conversant and familiar with all operational aspects of the Fire-fighting system to operate the system during emergencies. Conducting Fire Drill once in a month.

- Manage operational preparedness for functioning of the system at all times via prescheduled checks. All replacement of spares will be recorded in a register be presented for the signature of Maintenance-in-charge.
- Checking proper placement of fire extinguishers as per norms and planning.
- Immediate action if any fire extinguishers being used or needs refilling.
- **FIRE ALARM, PUBLIC ADDRESS & SPRINKLER ANNUNCIATION SYSTEM**
- Round the clock monitoring the FAS and logging any abnormality. On any eventuality ie, in case of fire and to be required to vacate the premises, the operator should announce the same in PA system about the fire and request to evacuate as per fire war den instructions. Attending lift car calls & arranging to rescue the trapped passengers.

V. Control of Fire Hazards: Fire Services:-

- i) To watch any short circuit due to loose or weak electrical wire and to take immediate steps to check the short circuit fire and intimation to the Engineer In Charge.
- (ii) In case of Fire hazard / Smoke noticed should be attended immediately using the fire extinguisher etc. and intimation to the Fire Department for further control duly intimation to the Engineer In Charge.
- Service cover basis crisis management including fire and life safety programs.
- Any incident of a fire is to be recorded and reported through the Incident report for available for reporting any incidents.
- All fire-fighting equipments are regularly checked for functioning efficiently and such checks will be properly recorded. Whenever and whenever necessary arrangements will be made to refill the equipments.
- A close liaison with the local brigade is maintained.
- Conducting muck drills on regular interval. Follow-up for the AMC of the firefighting equipments with the appropriate agency & coordination with AMC agency for trouble free operation.
- 30 days and 24 hours of visit in a month should be done by the agency.

IV. Management Services

The FMS shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

i. The FMS Should have software based data Tracking for Routine Maintenance , Reporting & analysis , Visitor Logging , Complaint Register , etc . The client will use it for tracking of the services (as per the scope), offered by the FMS.

Note : The FMS shall give presentation about the digital solution available with them , for the above purpose .If the FMS does not have appropriate digital solution/ software for data tracking (as mentioned above) up to the satisfaction level of client , their Proposal will not be considered for evaluation . The bidder shall provide a brief write up on the proposed Software based solution for the required services within 1-2 pages and Upload it in Tender Portal.

ii. Provide required assistance to the Client during transition period of handover – takeover of the Project Facility from the Main Contractor including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.

iii. Take ownership of all the services as described in scope of work and will work as an independent Unit.

iv. Co-ordination with all the stakeholders of the Client, Contractors, Consultants and other agencies.

v. Maintain a record of all the Equipments / assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.

vi. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports,

vii. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems &

Equipment's, Maintenance of Equipment History,

- viii. Co-ordinate with Main Contractor/PMSP/ Interior Contractor for rectifying of defects under the DLP period.
- ix. Assist the Client in payment of all utility bills,
- x. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges on behalf of the Client and deposit the same with the Client.
- xi. Calculation of common area maintenance charges.
- xii. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
- xiii. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. FMS shall co-ordinate for:
 - Repair technician for doors, blinds and floor springs etc.
 - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, Plumbing Works (auto flush system, other sanitary fixtures), IT Installations (Computers, monitors, CPU's), AV Installations and related items covered under the scope of Main Contractor / Interior Contractor.
 - Works like painting, polishing, tiling, ceiling works etc.
- xiv. Co-ordinate administer and certify works of Vendors/Manufacturers /Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
- xv. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xvi. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- xvii. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Client.
- xviii. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.
- xix. It is the responsibility of the FMS to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xx. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xxi. Brief the representative on maintenance and operational proceedings on day to day basis.
- xxii. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xxiii. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.
- xxiv. Provide support and guidance to the Client in all matters as requested
- xxv. The FMS, within its staff shall provide persons who are trained in first-aid/ paramedics to coordinate with Wellness Centre/ First Aid Room in case of emergency.

The FMS shall report to a Nodal Officer appointed by Client for the management services as and when required.

V. Complaint management

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

issued automatically to the complainant and

enabling easy monitoring by the Client. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The following are defined SLA times for responding and closure of complaints by FMS and based on standards these present guidelines and may be changed by Client from time to time.

Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement without any replacement by FMS	Immediately	2 hrs
For Major Defects			
Item available locally	Rectification / Replacement by external agencies (Main Contractor / Interior Contractor / Vendors / Manufacturer / Supplier	Immediately	1 week
Item available domestically		24hrs	2 weeks

To the extent possible, FMS shall make ensure that Vendor/ Manufacturer performs their obligations as per Contract. Even after FMS making all the efforts, Vendor / manufacturer fails to perform its obligations, the FMS shall notify the Client and ask for necessary action.

Table: Service Level Agreement (Operations)

A. Daily services:

(First round of shift should be completed before 8:00 AM every day)

Sl. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	2 Times/Day	1 Day	500/ Day
2	During any special events/exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized.	4 Times/Day	1 Day	500/ Day
3	Cleaning of Toilets as per defined scope of work	4 Times/Day	1 Day	500/ Day
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	2 Times / Day	Compulsory	1000 / Day
5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the local Client. Should be completed before 8:30 Am every day.	Once / Day	Compulsory	1000 / Day

Sl. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
7	Dusting / cleaning in the project facility (Rooms excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc, telephone instrument etc.	2 Times/Day	1 Day	500/ Day
8	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	1000 / Day
9	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Drive way and compound area.	Once / Day	Compulsory	1000 / Day
10	Cleaning and upkeep of all parking , service, basement and maintenance area	Once / Day	1 day	1000 / Day

VI. Reporting

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

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

The MIS report shall cover the following aspects :

- a. Consumption and stock of consumables
- b. Compliance of preventive maintenance plan
- c. Resource deployment report (manpower, equipment)
- d. Expense report (committed and invoiced amounts)
- e. Energy consumption – by utility, by premise
- f. Status of periodic activities as described under scope of work for Operation, Maintenance.
- g. Facility Inspection: The FMS shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The FMS shall indicate frequency of inspection covering all premises.
- h. Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- i. Customer Feedback Analysis
- j. Report on Audits/ drills etc.
- k. Complaint Management reporting.

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

VII. Parking Management-

VIII. Water Management, Plumbing and Sewerage System, -

- Thoroughly clean all overhead and underground water storage tanks periodically.
- Water management, operational records, inflow and outflow control.
- Regular checking and repairs of all sanitary fixtures and supply lines.
- Checkup of all valves, taps, floats and other plumbing and sanitary fittings free from leakage.

FMS shall provide the minimum manpower to efficiently and effectively manage the facility However, FMS shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfill the scope of work for the FMS services at its own cost.

- i. Manpower related to following services are also required to be deployed for 24X7 shift.
 - a. Technical Services requiring following technician: Electrician, Plumber, Control room Supervisor, Fire mechanic, and any other personnel required for smooth functioning of the project.
 - b. Housekeeping and front desk management manpower
- ii. 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.
- iii. The tentative duration of working hours/operational hours of memorial will be 8 hours, subject to finalization of timings by the client to be conveyed at the time of signing of agreement.
- iv. Police verification of the manpower deployed by the FMS contractor should be complete and client can ask to share the information with them any time, if required.
 - i. State minimum wages will be applicable for manpower deployment.
- ii. ***Disbursing Client will verify a specific percent (at least 2%) about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.***

A6 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 of the following penalties .

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Power- Substation/ DG set	100 (Ability to be online in case of power failure to be notlessthan20 second.)	98%	0.5%of the monthly Bill
UPS	100%	99.95%	0.5%ofthe monthly bill (ITO)
HVACs stems for entire complex	100%	99.5%	1%of the monthly bill
Elevators	100%	98% (each lift shall not have more than 2 times Break Down a year)	0.5%ofthe monthly bill
ACBs /Panels/Cables	100%	CriticalACBs:100% Non critical:99.5%	1%of the monthly bill
Fire Hydrant system& Sprinkler system	100%	100%	2%of the monthly bill

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Control Room/BMS	100%	98%	1%of the monthly bill
CCTV	100%	98%	1%of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	1%of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	1%of the monthly bill
Minor Defects as per the prescribed standard	100%	98%	1%of the monthly bill
Major defects as per the prescribed standard	100%	95%	1%of the monthly bill
House keeping works as per Agreement	100%	95%	1%of the monthly bill

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

FORM-T7: COMMITMENT FOR PROPOSED EQUIPMENTS AND MATERIALS

1. List of Proposed Equipments:

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

2. Proposed list of Materials / Consumables to be used

SL. No.	Name of consumable proposed (with details and make)		Utilisation		
	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 CLEINT shall procure Diesel / Lubricants / Oils to be used for any kind of machinery installed at the facility like in substation, DG set and other equipment and for the same , logbooks/ consumption details etc. data shall be prepared/maintained by the bidder. The bidder should submit requisition for monthly approx. requirement on 25th of every month for the succeeding month to the client.*
- The Bidder shall procure all related consumables like toiletries, spares, fasteners / fixtures required (if any), housekeeping consumables etc. and the cost of the same shall be borne by the Bidder.*

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory :

Name of the Bidder and Address :

FORM-T8 : PROPOSED TECHNICAL MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE FOR THE REQUIRED SERVICE

[In this format the bidder shall submit their proposed work plan and standard operating procedure for the required services within 3 -4 pages]

Tech Tower

Category of staff	Labour Categories	Shift-1	Shift-2	Shift-3	Total Staff per day
		(06:00-14:00)	(14:00-22:00)	(22:00-06:00)	
Facility Manager					
Receptionist/Helpdesk					
Technical supervisor					
Electrician					
Helper (Electrical)					
Lift Operator					
HVAC Technician					
Fire Technician					
Plumber/Pump operator					
Housekeeping Supervisor					
Housekeeper					
Gardener/Mali					
Parking Management personnel					
Total					

Yours sincerely,

Authorized Signature [In full and initials]

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

Note: Electrical consumables and minor repair etc. are to be reimbursed as per actual bill with additional supervision charges as quoted by the agency. The item shall be installed as per instruction of Engineer in charge (OPTCL).

FORM-T9: 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 Signature [In
full and initials]**

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

FORM-T10: ANTI COLLUSION CERTIFICATE

(on letterhead of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Client /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal

(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.

(ii) 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) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti- competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this..... Days of 2021

Name of the Bidder

Signature of the designated person.....

Name of the designated person.....

Date of receipt of RFP

FORM-T11: Digital Solution for tracking of Required Services

[In this format, the bidder shall provide a brief write up on the Digital Solution available with them, for tracking of data as mentioned in "Management Services" within 1-2 pages]

**Authorized Signature [In
full and initials]**

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

Annexure I : Indicative list of Key Plant & Equipment to be deployed by the FMS

1. Engineering Tools

Sr.no.	Maintenance tool kit	Unit	QUANTITY
1	Meggar Digital	Set	1
2	Nose Pliers	No.	2
3	Combination player	Piece	3
4	Screw driver 12" (+-)	Piece	3
5	Screwdrivers set (820)	Set	3
6	Wire Cutter	Piece	3
7	Crimping Tool	set	1
8	Hydrometer	Piece	1
9	Wire stripper	Piece	1
10	Earth Tester	set	1
11	Monkey Plier	No.	2
12	Pipe wrench 12"	No.	1
13	Pipe wrench 18"	No.	1
14	Wirbrushes	No.	2
15	Insulation Gloves for 11kv	Pair	2
16	Safety Helmet	Piece	4
17	Safety Harness -ISI Mark	Piece	2
18	Rechargeable LED torch	Set	2
19	Hacksaw Frame	Piece	2
20	Line Tester	Piece	5
21	Tool Kit Bag	Box	2
22	D Spanner Set (MM)	Set	1
23	Spanner Set Ring	Set	1
24	Box Spanner Set	Set	1
25	Allen Key Set mm / inch	1 set each	1
26	Hammer light	Piece	2
27	Hammer heavy	Piece	2
28	Chissel/Patashi flat	Piece	3
29	Hammer cum Hand Drill M/c	Set	1
30	Drill Bits ,6,8,10, mm	Set	2
31	Drill Bits 6,8,10,12, 20 mm	set	2
32	Air Blower	Piece	1
33	Tong Tester/ Clamp Meter	Set	1
34	Oil Can	Piece	2
35	Extension board	Piece	2
36	Fiber Ladder 8 feet	Piece	1
37	Fiber Ladder 12 feet	Piece	2
38	Safety Shoes of suitable standard and size	Pairs	2
39	Fire suit	Piece	1

**Authorized
Signature [In full and
initials]**

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

2. House Keeping Tools / Equipment

Sr. No.	Particulars
1	Single Disc Scrubbing Machine (Roots make or equivalent)
2	High pressure jet cleaning machine
3	Wet and dry vacuum cleaner 22 T
4	Others (Plz specify)

Note: The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work in FORM T8.

Annexure II: List of Consumables to be used

1. List of Consumables

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

Sl. no	Particulars	Unit	Approx. Quantity per month
1	White Scented Phenyl	05 Ltr.	10.00
2	Pyramidal type Wet Floor Signal – 3.5’ height	Pcs.	1.00
3	Garbage Bag (Big)	Kg.	25.00
4	Garbage Bag (Small)	Kg.	10.00
5	Flusmatic	pc	20.00
6	Hand Gloves	pc	33.00
7	General use cotton Duster	Doz	3.00
8	Scotch Brite (HD.)	Pcs.	33.00
9	Soft Broom	Pcs	10.00
10	Odonil - 75 grm.	Pcs.	20.00
11	Sani Cub – SUNNY	Pkt.	15.00
12	Cotton Floor Duster	Doz	2.00
13	Scrapper Pati	pc	10.00
14	Naphthalene ball	Kg.	5.00
15	Urinal / Pan / WC Brush with 2’ handle	Pcs.	4.00
16	Hard Broom	Pcs	10.00
17	Bleaching Power	pkt	6.00
18	Stainless steel / aluminum 4’ Handle	pc	10.00
19	Mask	Pcs	33.00
20	Wet Mop Clip (Galileo)	pc	4.00
21	Wet Mop Rifill (Galileo)	pc	4.00
22	EZE Clean Dry mop Insert / refill – 50 cm “RO	Pcs	2.00
23	Gum Boot	pair	2.00
24	Plastic Dust pan	Pcs	10.00
25	Coir Brush	pc	6.00
26	Dettol Hand Wash	Pcs.	10.00
27	Wet Floor Signal Tris	Pcs.	2.00
28	Choke pump Manual	Pcs	2.00
29	Broom Stick	pc	4.00
30	Bucket	Pcs.	13.00
31	Floor Squeegee 55cm without Handle (unger)	pc	8.00
32	Room Freshner	pc	20.00
33	EZE Clean – 50 cm (Dry Mop Set) “ROOTS”	Pcs	10.00
34	Cobweb and Dust Collector	Pcs	2.00
35	Eze Mop joint set	set	2.00
36	Hand hard brush with 6” handle for scrubbin	Pcs	4.00
37	Spray Can – with sticker	Pcs.	15.00
38	Yellow Glass Duster	Doz	2.00
39	Khanda	Pcs	2.00
40	Polythine Pipe 1”	bandle	2.00
41	Stainless Steel Glass Cleaning Squeegee – 35	Pcs	2.00
42	Strait Window Washers for Glass Cleaning – 3	Pcs	2.00
43	TASKI R 4	(1 x 5 lit)	-
44	TASKI R1 Super	(1 x 5 lit)	7.00
45	TASKI R2	(1 x 5 lit)	8.00
46	TASKI GREEN APPLE	(1 x 5 lit)	4.00
47	TASKI R6	(1 x 5 lit)	10.00

48	TASKI R20 STRIP	(1 x 5 lit)	4.00
49	TASKI R3	(1 x 5 lit)	4.00
50	TASKI TR101	(1 x 5 lit)	-
51	TASKI Americo Pad 17" Red 5pc W1+	Pad- Per Pkt	2.00
52	TASKI SPIRAL	(1 x 5 lit)	4.00
53	ROZALEX	(1 x 5 lit)	2.00
54	Virex	(1 x 5 lit)	1.00
55	Sprayer Machine (Batt. Operated)	1	1.00
56	Dust Bin 50 Ltrs	1	14.00

Authorized Signature [In full and initials]

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

Annexure III : Details of Availability of the Assets at the Location

Sl No	Name of the asset (Machinery/equipment)	Specification	Available Quantity	Remarks if any

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

**Authorized Signature [In
full and initials]**

Form F: Detail Break Up for the Financial Offer/ Price Bid (To be filled up in online mode only)

Sl. No	Description of Item	Manpower Category	Qty. (No.)	Unit Price (per month inclusive of all statutory dues)	Total Price (per month inclusive of all statutory dues)	Total cost (in INR) (for 1 years)
1	Support Manpower Resources in Different Service areas					
a)	Facility Manager					
b)	Receptionist/Help Desk					
c)	Technical supervisor					
d)	Electrician					
e)	Helper (Electrical)					
f)	Lift Operator – cum-electrician					
g)	HVAC Technician					
h)	Fire Technician					
i)	Plumber/Pump Operator					
j)	Housekeeping Supervisor					
k)	Housekeeper					
l)	Gardener/Mali					
m)	Parking Management personnel					
2	Housekeeping Consumables	-	-	-		
3	Garbage Collection	-	-	-		
4	Pest Control (Rat, Mosquito, Snake, Anti Termite etc.	-	-	-		
5	Façade with structural Glazing Cleaning	-	-	-		
6	Technical Tools & safety Equipment	-	-	-		
7	Major equipment & Machineries cost	-	-	-		
8	Garden Tools and consumables	-	-	-		
11	Supervision charges (Minimum 5%)	-	-	-		
12	Total Yearly Cost (in Rs)					
13	GST (as applicable)					
14	Grand total per year					

Note:

1. The Bidder shall consider all the statutory dues (EPF,ESI ,Bonus, Leave Salary; including National Holidays & etc) while quoting the Manpower cost failing which the bid will be rejected .
2. OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges/any other component in price Bid that may apparently not cover and justify the legitimate expenses of the bidder including other overhead. Hence quoting of negligible amount by the agency towards Service charges/ any other component in price Bid shall be considered as irresponsible Bidder .
3. Price bid would mean Annual cost as per the scope of this CFMS, for 1(one) year. The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year = full 2 years of contract period, as renewed on yearly basis on satisfactory performance, plus extension period, if any except minimum wages as revised by Govt. of Odisha from time.
4. Electrical Consumables, Spare parts and minor repairs etc ,are to be reimbursed as per the Actual bill .

Section - 5 Draft Contract

CONTRACT

[NAME OF THE SERVICE]
BETWEEN

[CLIENT]
AND

[COMPREHENSIVE FACILITY MANAGEMENT SERVICE PROVIDER]

Dt.

[On Stamp Paper]

FORM OF AGREEMENT

This **CONTRACT** is made on the _____ between, _____ (hereinafter called as the “**Client**”) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part**

AND

_____, registered under _____ with its principal place of business at _____ (hereinafter called the “Comprehensive Facilities Management Service Provider”) of the 2nd Part represented by _____, which expression where the context so requires or admits shall also include its successors or assigns of the **other part**

WHEREAS

_____ (the Principal) issued RFP vide Letter No. _____ Dated _____ to the Comprehensive Facilities Management Service Provider for execution of [Name of the Service] and the Comprehensive Facilities Management Service Provider offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No. _____ Dated _____

AND

WHEREAS above stated offer and willingness conveyed under Letter dated _____ by the Comprehensive Facilities Management Service Provider has been duly accepted by the Client vide its Letter No. _____ dated _____ for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work:

The Comprehensive Facilities Management Service Provider shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Annexure-A**.

2. Agreement Period:

This Agreement shall remain valid for a period of 2 years effective from the _____ to _____ (both days inclusive).

3. Contract Value:

a) The total contract value is _____ [in words] only per Year for the period of contract except GST (as applicable) etc. pertaining to the [Name of the Service] as per the approved scope of work at Annexure-A. The list of Equipment to be used to render the service is at Annexure-B. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi-skilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.

b) No other terms and conditions put forth by Comprehensive Facilities Management Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non- performance as per Clause 2.14.1 along with A 5.1 stipulations of the RFP and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

4. Terms of Payment :

a) [Name of the Department/Heads of Department/Other Office] will make payment on the basis of monthly bills furnished' by the Comprehensive Facilities Management Service Provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 10 days from the date of submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the RFP and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

b) Security Deposit:

The Comprehensive Facilities Management Service Provider shall have to deposit an amount of @10% of the Annual contract value in shape of Performance Bank Guarantee in favour of Sr. GM (HRD), OPTCL, Janpath, Bhubaneswar – 751022. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

5. Schedule for the Service :

The schedule for the service will be provided by the Comprehensive Facilities Management Service Provider as per the agreed terms and conditions between the parties. The Comprehensive Facilities Management Service Provider shall deploy number of personnel for carrying out the services as described in scope of this RFP.

6. Authorized Representative :

a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.

b) The Comprehensive Facilities Management Service 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 an Authorized Representative of Client, whose names will be intimated by the said Client.

7. Risk & Responsibility:

- a) The Comprehensive Facilities Management Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at **Tech Tower, OPTCL, Bhubaneswar**
- b) Against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services.
- The client will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the Comprehensive Facilities Management Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Comprehensive Facilities Management Service Provider shall reimburse such damages or compensation on demand.
- c) The Comprehensive Facilities Management Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.
- d) The Comprehensive Facilities Management Service Provider shall provide qualified uniformed staff to perform the services. The employees of Comprehensive Facilities Management Service Provider entering the premises of the client shall have proper uniform ,shoes & badges for Identification and shall display identity proof on their person in course of duty hour. The FMS should consider cost of uniform , Badges/ ID proof while submitting the bid , no separate payment will be done by client in this regard .
- e) The Comprehensive Facilities Management Service Provider shall conduct periodic general medical check up of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- f) The Comprehensive Facilities Management Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- g) The Comprehensive Facilities Management Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.
- h) "Right man to for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Comprehensive Facilities Management Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- i) The Service Provider should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorised officer from time to time.

8. Statutory Compliances :

- a) The Comprehensive Facilities Management Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Comprehensive Facilities Management Service Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- b) The Comprehensive Facilities Management Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.
- c) The Comprehensive Facilities Management Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the client only upon the Comprehensive Facilities Management Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- d) The Comprehensive Facilities Management Service Provider shall provide First Aid facilities at the work place according to applicable laws.
- e) In the event of the Comprehensive Facilities Management Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Comprehensive Facilities Management Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Comprehensive Facilities Management Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

9. Liability and Indemnity :

The Comprehensive Facilities Management Service Provider shall be responsible and liable for and shall indemnify the client and keep [Insert Name of the Location], safe and harmless at all time against :

- a) any and all claims, liabilities, damages, losses, costs, charges. expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the client directly or indirectly by reasons of.
- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Comprehensive Facilities Management Service Provider or its facility staff.

- II. any theft robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff .

10. Limitation of Liability :

In any case the liability of the service provider shall not exceed one month accepted price excluding GST per occurrence.

11. Sub-Contracting :

The Comprehensive Facilities Management Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent Client in case of emergency requirements.

12. Loss/ Theft / Damage:

The Comprehensive Facilities Management Service Provider shall responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belongs to the client because of any act of negligence, commission or omission of its employees while discharging their duties.

13. Exclusion of Consequential Loss :

The Comprehensive Facilities Management Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

14. Breach of Agreement, Penalty & Termination of Agreement :

a) Breach of Agreement :

In case of breach of Agreement or default by the Comprehensive Facilities Management Service Provider, the client shall have a right of lien and first charge over all the properties of the Comprehensive Facilities Management Service Provider lying in the premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money with liberty to the client to terminate the agreement.

b) Penalty:

- i. The in case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Comprehensive Facilities Management Service Provider.
- ii. A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Comprehensive Facilities Management Service Provider.
- iii. Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Comprehensive Facilities Management Service Provider, the client shall give a written notice of the default and or omission or commission and the Comprehensive Facilities Management Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.
- iv. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Comprehensive

Facilities Management Service Provider for non- performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c) Termination of Agreement :

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the client shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit.

15. Force Majeure :

Neither party shall be responsible for any damage caused by natural calamities' like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the client and such decision cannot be questioned in any court of law.

16. Post Termination Responsibility of the Comprehensive Facilities Management Service Provider :

Upon termination of this agreement, the Comprehensive Facilities Management Service Provider shall immediately deliver all the documents and any/all data, plant, machineries & equipments held by it and which are in possession/ custody/control of its facility staff to the client. The Comprehensive Facilities Management Service Provider shall also forthwith remove all its facility staff together with its machines/equipment whatsoever from the premises of the client under intimation of the designated Client.

17. Jurisdiction :

The court situated in State of Odisha shall have jurisdiction to decide any disputes or litigations between the parties hereto.

18. 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 utilised for the purpose

Annexure- C : List of Manpower to be deployed at the project location

Annexure- D : Payment Term

Signature of Authorised Representative

(Client)

(Comprehensive Facilities Management Service Provider)

Witnesses:

On behalf of Client

1.

2.

On behalf of Comprehensive Facilities Management Service Provider

1.

2.

Approved

**Sd/-
Sr. GM(HRD),OPTCL**

(LIST OF ANNEXURES)

The following Schedules and proforma are annexed to this Specification and need to be uploaded /submitted as per the RPF Document.

Declaration Form	ANNEXURE-A
Reverse Auction Process Compliance Form	ANNEXURE-B
Composite Bank Guarantee form for security Deposit, Payment & Performance.	ANNEXURE-C
DPIIT Certificate	ANNEXURE-D
Litigation History	ANNEXURE-E
Indemnity Bond	ANNEXURE-F

ANNEXURE – A
DECLARATION FORM

To
The Senior General Manager (HRD)
OPTCL, Bhubaneswar.

Ref: (i) NOTICE INVITING e-TENDER NOTICE NO.

(ii) TENDER SPECIFICATION NO.

Sir,

1. Having examined the above specification together with Tender conditions referred to therein I/We the undersigned hereby offer to services with materials covered thereon complete in all respects as per the Specification and General Conditions, at the rates entered in the attached contract schedule of prices in the Tender.
2. I/We hereby undertake to have the Services will be delivered within the time specified in the Tender.
3. I/We here guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. I/We certify to have I / we have deposited the Tender Cost , DD for EMD as per the Condition in the tender document .
5. In the event of Workorder order being decided in my/our favour, I/We agree to furnish the Security Deposit in the manner acceptable to ODISHA POWER TRANSMISSION CORPORATION LTD. and for the sum as applicable to me/us as per tender document within 15 days of issue of Letter of intent/Purchase order failing which I/We clearly understand that the said Letter of intent/Purchase order will be liable to be withdrawn by the Purchaser.

Bid Security Declaration

*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

Signed this _____ day of _____ 20_____

Yours faithfully,

Signature of Tenderer
With Seal of the Company

ANNEXURE - B
(Reverse Auction Process Compliance Form)

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,
Sr. G.M (CPC), OPTCL
Bhubaneswar-751022,
Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.
Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,

Signature with Designation with

company seal Name & Address

Person having power of attorney for the subject package.

ANNEXURE-C

PROFORMA FOR COMPOSITE PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Contractor for providing comprehensive facility and management services (CFMS) for tech tower building Bhubaneswar ,OPTCL under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the bank _____ [Indicate bank Name , Address & Code] (hereinafter referred to as “the Bank”) at the request of M/s/Shri _____ contractor do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only .
2. We, the _____ Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____(Rupees----- In Words).
3. We, the Bank also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We, the _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of ____ days and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name,

Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).
7. We, the _____ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.
8. We, the _____ Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

“ Notwithstanding anything contained herein”

- a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.
- b) This Bank guarantee shall be valid up to -----.
- c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor:
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. LOA No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....
1. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details

(The Unique Identifier for field 7037 is "OPTCL541405793")

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name----- of Bhubaneswar Branch code----- of Bhubaneswar Branch Address ----- at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd,Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----

ANNEXURE-D

Certificate (to be furnished in bidder company's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]

Authorized signatory
Company seal

**ANNEXURE - E
LITIGATION HISTORY**

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

Place: -

Date

Name, Designation, Seal

Signature of Tenderer:

ANNEXURE - F

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of,2022 by _____(herein after called as “Service Provider” which expression shall include its successors & permitted assigns) in favour of Odisha Power Transmission Corporation Limited, a Company incorporated under the Companies Act,1956, having its Registered Office at Janpath, Bhubaneswar-751022, Odisha and having its offices throughout the State of Odisha (herein after called “OPTCL” which expression shall include its successors & assigns).

I/We,_____ having a registered office at _____ have entered into a contract with ODISHA POWER TRANSMISSION CORPORATION LIMITED, vide agreement dated _____ to provide comprehensive facility and management services (CFMS) for TECH TOWER Bhubaneswar, of ODISHA POWER TRANSMISSION CORPORATION LIMITED.

We do hereby indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the ODISHA POWER TRANSMISSION CORPORATION LIMITED, by any party, employee(s) or manpower provided by us, on account of any delay, default, lapse, error or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, ODISHA POWER TRANSMISSION CORPORATION LIMITED, against any claim/compensation arising out of any non-payment or short payment of remuneration or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the persons engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

For and on behalf of _____,

Authorized Signatory

Witness

1. Signature:

Name:

F

2. Signature

Name: