DRAFT REQUEST FOR PROPOSAL (RFP)

For

SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES

in

Deendayal Hastkala Sankul (Trade Centre & Museum),

Varanasi



January 2018

MINISTRY OF TEXTILES

UDYOG BHAWAN

NEW DELHI – 110 011

WEBSITES: <u>https://eprocure.gov.in/eprocure/app</u>, <u>www.nhdc.org.in</u> and <u>www.handlooms.nic.in</u>

Disclaimer and Confidentiality

This document has been prepared by NHDC ("Authority") on behalf of Ministry of Textiles, solely for the purpose of providing information to potential Applicants. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of NHDC.

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of NHDC or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by NHDC to prospective Applicants. The purpose of this RFP is to provide interested parties 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 NHDC or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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 NHDC, 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 Applicant 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 and obtain independent advice from appropriate sources. NHDC 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 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 Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to NHDC by third parties have not been independently verified by NHDC. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property, market information described in this document is not a reliable indication of future performance of such property. At all times, NHDC acts as an Authority only. Except where otherwise provided, all references to fee, rent, income or price are Tax/GST exclusive. Users should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. NHDC, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

NHDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law

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

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

NHDC 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.

NHDC may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

NHDC 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 NHDC is bound to select Applicant or to appoint the Successful Applicant, as the case may be. NHDC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant 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 NHDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and NHDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS

Disclaimer ar	nd Confidentiality	2
Notice Invitir	ng Tender (NIT)	7
Term Sheet		9
Chapter – 1: 1	Instruction to bidders	13
1.1 Pro	ject Introduction	13
1.2 Gei	neral	13
1.2.1	Scope of Tender	13
1.2.2	Authority	14
1.2.3	Reporting Authority	14
1.2.4	Eligibility Criteria	14
1.2.5	Proposal Preparation Cost	15
1.2.6	Project Inspection and Site Visit	15
1.2.7	Only One Proposal	15
1.2.8	Taxes	
1.3 Bid	lding Instructions	16
1.3.1	Brief Description of Bidding Process	16
1.3.2	Special Instructions for Preparation of Proposal	16
1.3.3	Submission of queries	17
1.3.4	Clarification and Amendment of RFP document	
1.3.5	Applicants submission for Eligibility Criteria	
1.3.6	Applicants submission for Technical Proposal	
1.3.7	Applicants submission for Financial Proposal	19
1.4 Inst	tructions to Bidders for Online Bidding	19
1.4.1	Registration	19
1.4.2	Searching for Tender Document	19
1.4.3	Preparation of Bids for online submission	20
1.4.4	Submission of Bids	20
1.4.5	Assistance to Bidders	21
1.5 Mo	difications/Substitution/Withdrawal of Proposals	21
1.6 Ope	ening of Proposal	22
1.7 Eva	aluation of Proposal	22
1.7.1	Technical Evaluation	22
1.7.2	Financial Evaluation and Selection of Bidder	22
1.8 Aw	vard of Work	22
1.9 Exe	ecution of Service Agreement	23
1.10 Imp	plementation Process and Contract Period	23
1.10.1	Mobilisation Period	23

1.10	0.2 Contract Period	23
1.11	Performance Security	23
1.12	Bid Security/EMD	24
1.13	Power of Attorney	25
1.14	Proposal Validity	25
1.15	Conflict of Interest	25
1.16	Corrupt or Fraudulent Practices	25
1.17	Prohibition against collusion amongst bidder(s)	26
1.18	Confidentiality	
1.19	Interpretation of Documents:	26
Chapter -	- 2: Key clauses of Service Agreement	27
2.1	Sub-contracting	27
2.2	Other contractors	27
2.3	MATERIALS, MACHINERY & EQUIPMENT	27
2.4	LABOUR	27
2.5	COMPLIANCE WITH LABOUR REGULATIONS	28
2.6	INSURANCE	28
2.7	SAFETY	28
2.8	TAXES	29
2.9	LIQUIDATED DAMAGES	29
2.10	COST OF REPAIRS	29
2.11	MANUALS & REGISTERS	29
2.12	Force majeure	29
2.13	TERMINATION	30
2.14	PAYMENT UPON TERMINATION	31
2.15	DEDUCTION FOR NON PERFORMANCE	32
2.16	OBLIGATIONS OF FACILITY MANAGEMENT CONTRACTOR	33
2.17	OBLIGATION OF THE AUTHORITY	34
2.18	EXTENSION/RENEWAL OF CONTRACT	35
Chapter -	- 3: Schedule of Requirements	36
3.1	About the facility	36
3.2	Facility Area	36
3.3	Purpose	37
3.4	Duration of Services	37
3.5	Payment Terms	37
Chapter -	- 4: Specifications and allied Technical Details	39
Form A:	Scope of Work for the Facility	40
1. F	acility Area	40

2.	Broad Description of Facility Management	.40
3.	Brief About Facility Management Services	.41
4.	Duration of Services	.41
5.	Scope of Work	.42
6.	MANPOWER	.49
7.	PAYMENT TERMS	.51
Form	B: Euipment availability / access commitment & materials / consumables to be used	.52

ANNEXURE I Indicative List of Equipment's

ANNEXURE II Indicative List of Consumables

ANNEXURE III (up-loaded separately)

Notice Inviting Tender (NIT)

National Handloom Development Corporation Ltd. (NHDC), an implementing agency for Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi, appointed by Ministry of Textiles, Government of India, invites tenders from all interested applicants for 'SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES' at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi' on behalf of Ministry of Textiles, Government of India.

Indicative Scope:

The Broad Scope of services required under through this RFP, shall be inter alia as briefed below:

- 1. Operation and Maintenance of all equipment's
- 2. Housekeeping and Sanitation services
- 3. Security Services
- 4. Plantation and Horticulture
- 5. Front Desk Management
- 6. Hospitality services in guest rooms and dormitories
- 7. Waste Management
- 8. Parking Management
- 9. Pest control
- 10. Reporting and Complaint Management

Bid Security/ Earnest Money (INR) : Rs. 1,00,000/- (Rupees. One Lakh only)

Eligibility:

The bidders should meet the following minimum eligibility criteria:

A. Technical Criteria:

- a. The bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm;
- b. The bidder should have successfully executed comprehensive facility management services for minimum one project of similar work with minimum built up area of 15,000 sqm of eligible projects in last 5 years upto last day of the month preceding to the one in which applications are invited.
- c. The 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.
- d. The bidder should not be blacklisted with any of the government project.

B. Financial Criteria:

- a. The bidder should have achieved Minimum Average Annual turnover of not less than Rs. 2,00,00,000 (Rupees Two crores only) for last three financial years, ending 31st March of the previous financial year (ie 2014-15, 2015-16 & 2016-17).
- b. The bidder, should have a positive net worth during the previous three financial years (ie 2014-15, 2015-16 & 2016-17).
- c. Sole bidder or Lead member, should be financially solvent.

Meaning of similar/ eligible projects shall be as defined in clause ______ of this RFP.

Instructions:

- 1. The detailed Request for Proposal document can be downloaded from <u>https://eprocure.gov.in/eprocure/app</u>, <u>www.nhdc.org.in</u> and <u>www.handlooms.nic.in</u> from ______ onwards till opening of bids.
- 2. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on _______ at office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No: 7, R K Puram, Sector 1, New Delhi 110066.
- Duly completed proposal along with other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in <u>RFP must be submitted online</u> latest by date and time as specified in the critical date sheet below. For details please refer the RFP documents.
- 4. Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>. Bidders are advised to follow the instructions provided in the "Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <u>https://eprocure.gov.in/eprocure/app</u> and in the Clause 1.4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handicrafts and NHDC.
- Intending tenderers are advised to visit National Handloom development Corporation's website <u>www.nhdc.org.in</u> and <u>www.handlooms.nic.in</u> and CPPP site <u>https://eprocure.gov.in/eprocure/app</u> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet:

1	Published Date	
2	RFP document Download Start Date and Time	
3	Pre Bid Meeting Date and Time	
4	Proposal Submission Start Date and Time	
5	Proposal Submission End Date and Time	
6	Technical Proposal Opening Date and Time	

Contact:

Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi

E-mail: kumarar@gov.in and tender@nhdc.org.in ; Ph: 011-23062402

Term Sheet

S. N.	DESCRIPTION		
1.	Title of Request for Proposal (RFP)	Selection of agency for providing comprehensive facility management services	
2.	Broad scope of services	The Broad Scope of services required under through this RFP,	
		shall be inter alia as briefed below:	
		1. Operation and Maintenance of all equipment's	
		2. Housekeeping and Sanitation services	
		3. Security Services	
		4. Plantation and Horticulture	
		5. Front Desk Management	
		6. Hospitality services in guest rooms and dormitories	
		7. Waste Management	
		8. Parking Management	
		9. Pest control	
		10. Reporting and Complaint Management	
3.	Contract Period	Three (03) years.	
4.	Name of the Client (Authority)	National Handloom Development Corporation Ltd. (NHDC)	
5.	Cost of Proposal document	Not Applicable	
6.	Submission of EOI	Applicants shall be required to submit their Expression of Interest (EOI) on their organizations letter head by at the below mentioned address. Office of Development Commissioner (Handicrafts),	
		Ministry of Textiles, West Block No: 7, R K Puram, Sector 1, New Delhi – 110066.	
7.	EOI Conference	Date: 2018	
		Time : 11:00 Hrs	
		Venue: Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No: 7, R K Puram, Sector 1, New Delhi – 110066.	
		Contact Person: Mr. Anil Raj Kumar (ADC(HL))	
		Contact Number: 011-23062402	
		Bidders may confirm their participation in the meeting to the above person.	
8.	Publishing of RFP	RFP will be issued subsequent to the EOI stage.	
9.	Downloading of RFP Documents		
		Bidders can download the EOI document from <u>https://eprocure.gov.in/eprocure/app</u> , <u>www.nhdc.org.in</u> and	

		www.handlooms.nic.in
10.	Pre Bib Meeting	Date : 2018
		Time : 11:00 Hrs
		Venue: Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No: 7, R K Puram, Sector 1, New Delhi – 110066.
		Contact Person: Mr. Anil Raj Kumar (ADC(HL))
		Contact Number : 011-23062402
		Bidders may confirm their participation in the pre-bid meeting to the above person.
11.	Last date and time of sending	Date: 2018
	queries	Time: Hrs
12.	Authority's response to	Date: 2018
	queries by	Response to all the queries shall be uploaded on <u>https://eprocure.gov.in/eprocure/app</u> , <u>www.nhdc.org.in</u> and <u>www.handlooms.nic.in</u>
13.	Last date and time of	Date: 2018
	Submission of Online Proposal	Time : 1700 Hrs
	(Proposal Due Date)	Bidders are requested to refer Clause 1.4.7 for details and instructions.
14.	Date of opening of Technical	Date: 2018
	Proposal	Time : 1200 Hrs
		Bidders are requested to refer Clause 1.4.9 for details and instructions.
15.	Date of opening of Financial	Date: to be communicated later
	Proposal	Time: to be communicated later
		Financial Proposal of technically qualified bidders will only be opened and evaluated.
		Bidders quoting lowest financial bid for the first Year i.e L1 among technically qualified bidders shall be identified as selected bidder.
		Bidders are requested to refer Clause 1.4.9
16.	Letter of Award (LoA) to selected Bidder	Date: to be communicated later
17.	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information.
18.	Scope of work, Obligations of Agency and Authority, for the assignment:	As detailed in Schedule of Requirements (Chapter 3)

19.	Selection process	As detailed in clause 1.3.1
	-	
20.	Implementation Process	The date on which the Service Agreement will be signed between NHDC and Selected Bidder will be identified as the 'Commencement Date';
		The Agency will be granted a 30 calendar days from the date of signing the Service Agreement to mobilize the project team as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the 'Effective Date';
		The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period of 03 years (i.e 36 Months).
		Bidders are requested to refer clause 1.8
21.	Security Deposit/ Earnest Money Deposit (EMD) requested:	The Bidder must submit a Security Deposit / EMD of Rs. 1,00,000/- (Rupees One lakh only) in Indian Rupees.
22.	Performance Security requested (applicable to	<i>Bidders are requested to refer clause 1.12</i> The Selected Bidder must submit Performance Security of the amount equivalent to 5 % of the Contract Price.
	Selected Bidder)	Bidders are requested to refer Clause 1.11. for details and instructions.
23.	Name(s), address(es), and	Mr. Anil Raj Kumar
	telephone numbers of the official(s):	Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi
		Contact Number: 011-23062402
24.	Name and Address where	Additional Development Commissioner for Handlooms,
	queries/correspondence	Ministry of Textiles, Room No – 57,
	concerning this Request for Proposal is to be sent.	Udyog Bhawan, New Delhi
		Contact Number: 011-23062402
		E-mail: <u>kumarar@gov.in</u> and <u>tender@nhdc.org.in;</u> Bidders are instructed to send all email communications to the
25	Caluriatia C.D. 1	above mentioned addresses only.
25.	Submission of Proposal	Proposals shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>
26.	Validity of Proposal	Proposals must remain valid for one hundred eighty (180) days after the submission date, i.e.,
		Bidders are requested to refer Clause 1.3.8 for details and instructions.
27.	Language(s) of the submitted proposals:	English
28.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
29.	Taxes	As per Clause no 1.2.8
L	J	

30.	Selection Criteria for Pre- Qualification (eligibility)	Bidders are requested to refer Clause 1.2.4 & 1.3.6 for details and instructions.
31.	Evaluation Criteria for Technical Proposal	Bidders are requested to refer Clause 1.7.1
32.	Annual Comprehensive Facility Management Fee	Lowest financial bid for the first Year; quoted by the selected bidder. Payments for the entire facility management services shall be made by the Authority on equal monthly instalments basis during contract period.
		Annual escalation in Fee will be applicable as per clause of this RFP.
33.	Signing of Service Agreement (SA)	Within ten (10) days from issue of LOA
34.	Commencement of Agreement:	30 days from the signing of Service Agreement (SA)
35.	Mobilization Period:	30 days from the signing of Service Agreement (SA)
36.	Submission of all Statutory documents	Within 90 days from signing of SA
37.	Clauses on fraud and corruption in SA:	Bidders are requested to refer Clause 1.3.10.
38.	Termination of Agreement	Bidders are requested to refer Clause 2.1

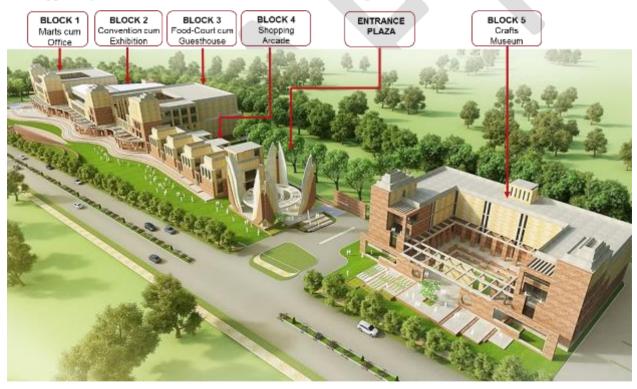
Chapter – 1: Instruction to bidders

1.1 Project Introduction

Deendayal Hastkala Sankul (Trade Centre & Museum) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.

The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a constructed area of approx. 43,450 square meter, with subcomponents including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.

The state of the art facilities offered at Deendayal Hastkala Sankul (Trade Centre & Museum), are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.



1.2 General

1.2.1 Scope of Tender

- 1.2.1.1 National Handloom Development Corporation Ltd. (NHDC) (hereinafter referred to as "The Authority") invites bids on behalf of Ministry of Textiles, Government of India ("MoT") for providing Comprehensive Facility Management Services at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.
- 1.2.1.2 The successful Bidder will be expected to provide the comprehensive facility management services for the intended period specified in the Contract Data. Please refer Form ______ for detailed scope of work and Annexure III for details of various spaces.

1.2.1.3 The Bidders are required to familiarize themselves with the local and site conditions and take them into account while preparing their proposals.

1.2.2 Authority

1.2.2.1 For the purpose of this RFP, Authority shall mean National Handlooms Development Corporation Ltd. (NHDC), an implementation agency for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, appointed by Ministry of Textiles, Government of India.

1.2.3 Reporting Authority

1.2.3.1 Office of Development Commissioner (Handicrafts) / any other officer Authorized by Development Commissioner (Handicrafts), Ministry of Textiles.

1.2.4 Eligibility Criteria

The bidders shall meet the following minimum eligibility requirements through supporting documentation to qualify for participation in the bidding process:

Criteria	Description	Required Supporting Document
	Technical Criter	ia
A.	The 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.
В.	The bidder should have successfully executed comprehensive facility management services for minimum one project of similar work with minimum built up area of 15,000 sqm of eligible projects in last 5 years upto the last day of month preceding to the one in which applications are invited.	Attach true copy of supporting work order, completion certificate as applicable along with duly filled Data Sheet as per Form 11 of Section 4 Certified from Statutory Auditor/ Chartered Accountant.
C.	The bidder should be registered with the Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Attested copies of PAN Registration, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
D.	The bidder should not be blacklisted with any of the government project.	Undertaking as per Form 5 Undertaking needs to be provided in organizations letter head of sole bidder/ lead consortium member.
Financial Criteria		
E.	The bidder should have achieved Minimum Average Annual turnover of not less than Rs. 2,00,00,000 (Rupees Two crores only) for last three financial years, ending 31st March of the previous financial year (ie 2014-15, 2015-16 & 2016-17).	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations turnover during last three financial years (2014-15, 2015-16 and 2016-17) as per Form 4 of Section 4.

F.	The bidder, should have a positive net worth during the previous three financial years (ie 2014-15, 2015-16 & 2016-17).	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years (2014-15, 2015-16 and 2016-17) as per Form 4 of Section 4
G.	Sole bidder or Lead member, should be financially solvent.	Certificate in the format shared in FORM-T7, from any nationalized/ scheduled bank in India for an amount as indicated in Appendix to Information to Bidders (ITB).

Similar works means successfully providing Comprehensive Facility Management Services including operation and maintenance services, housekeeping of building and open area, security services for the complex, horticulture, waste management etc.

Eligible Projects for the purpose of evaluation shall mean following projects:

Similar works executed for Convention Centre/ Commercial Complexes /Multiplexes / Luxury Hotels/Resorts/Institutional Campus//Hospital/Museum/Memorial/Government or PSU offices among other projects of similar nature.

In case of the bidder being a member of the joint venture / Sub Contractor for Eligible Projects, the bidder should have received 26% or more in the total project fees.

1.2.5 Proposal Preparation Cost

1.2.5.1 Each interested party shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and its participation in the bidding process. Authority shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.2.6 Project Inspection and Site Visit

1.2.6.1 The Bidder, at the Bidder's own responsibility and risk can visit, and examine the Project 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. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process.

1.2.7 Only One Proposal

1.2.7.1 Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified. A bidder should not be part of more than one JV/Consortium.

1.2.8 Taxes

1.2.8.1 The financial proposal shall be exclusive of any taxes/GST that may be applicable. All applicable taxes shall be paid by the Facility Management Company (FMC).

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

- 1.3.1.1 The bidding for the project would be completed through a 3 Stage Selection Process
 - A. Stage 1: Expression of Interest (EOI) by the prospective Bidders.

This stage shall be offline and applicants shall be required to submit their Expression of Interest (EOI) on their organizations letter head on or before the date specified in the term sheet.

Note: - Participation in EOI is optional for the bidders and independent of the RFP stage.

B. Request for Proposal (RFP) –

RFP will be issued subsequent to the EOI stage and shall comprise of two stages as briefed below:

- a. Stage 2: Technical Proposal
 - The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in the RFP. The bidders fulfilling the eligibility criteria shall be considered as technically qualified and shall be shortlisted for Financial Proposal evaluation stage.
 - Bidders are requested to refer Clause 1.4.5 & 1.5.1
- b. **Stage 3**: Financial Proposal
 - Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation) will only be opened and evaluated.
 - Bidders quoting Lowest Bid value i.e L1 for Year 1 among technically qualified bidders shall be selected as successful bidder.
 - Bidders are requested to refer Clauses 1.4.6 & 1.5.2
- C. Proposal validity shall be as per duration specified in Clause 1.3.8
- 1.3.1.2 During the Bidding Process, the applicants (the "Bidders" or "Applicants") 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 NHDC as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by NHDC. All Proposals shall be prepared and submitted in accordance with such terms.
- 1.3.1.3 NHDC reserves the right to reject the Proposal which does not meet this requirement. Any further extension of the Proposal Validity Period shall be with the consent of the Bidders. 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.
- 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 Authority, the format in which Bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP under Section 4 and 5.

- iv. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. Authority's decision in this regard will be final.
- v. 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 premises 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 he provides all the information as sought by 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.
- vi. It shall be deemed that prior to the submission of the Proposal, the Applicant 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 Authority; and
 - c) made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Authority reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of nonsubmission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.
- viii. Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.
- ix. Authority reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.
- x. Authority also reserves the right to withdraw the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- xi. Authority reserves the right to vet and verify any or all information submitted by the Bidder.
- xii. 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 Authority, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority 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 in writing or by e-mail within the time frame provided, to the officer designated as described below:

Additional Development Commissioner for Handlooms,

Ministry of Textiles, Room - 57

Udyog Bhawan, New Delhi

Contact Person: Mr. Anil Raj Kumar (ADC(HL))

Contact Number: 011-23062402

Email for communication: kumarar@gov.in and tender@nhdc.org.in

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

"Queries / request for additional information: Request for Proposal for

Selection of agency for providing Comprehensive Facility Management Services at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh"

The applicant shall mention the name of firm and contact details of their representative on the envelop/email while sending queries.

1.3.4 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which Authority may hold at its own discretion; Authority may amend the RFP document. Such amendments shall be intimated in writing by Authority which will qualify as an "Addendum".

At any time prior to the deadline for submission of Proposals, Authority 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".

The Addendums will be uploaded on the websites as mentioned in the Term Sheet of this RFP in the form of corrigendum. Each such Addendum shall become part of the RFP document.

1.3.5 Applicants submission for Eligibility Criteria

Bidder shall submit the signed checklist for eligibility criteria as per Form-3 along with requisite documents as indicated in the clause 1.2.4

1.3.6 Applicants submission for Technical Proposal

Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-4 of the RFP.

Submission of wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms as per Section 4.

Scanned copies of following documents required for Technical Proposal shall be uploaded as specified in clause 1.4

Form No.	Enclosures to the Technical Proposal
Clause 4.1	Checklist for Technical Form Submission
Form 1	Letter of Technical Proposal Submission
Form 2	Bidder's Authorization Certificate
Form 3	Company's Organization and Experience
Form 4	Financial Capacity of the Bidder
Form 5	Letter of undertaking
Form 6	Commitment to Pay Project Development Fees
Form 7	Consortium Agreement

Form 9	Power of Attorney in favor of Designated Person (s)
Form 10	Anti-Collusion Certificate
Form 11	Experience in Operation and Maintenance
Form 12	Current Litigation Status

1.3.7 Applicants submission for Financial Proposal

- The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 5) and scanned copy of the financial proposal shall be uploaded as per instructions in clause 1.4.
- 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 higher 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 Fee for Comprehensive Facility Management quoted in INR for First Year) and shall be exclusive of any taxes/GST that may be applicable.
- v. All applicable taxes shall be paid by the Agency.

1.4 Instructions to Bidders for Online Bidding

The Bidder shall submit their proposal only on Central Public Procurement Portal (on-line) at <u>https://eprocure.gov.in/eprocure/app</u>. Detailed instructions to bidders for on-line proposal submission are given below.

The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

1.4.1 Registration

- a) Bidders are required to enroll on the Central Public Procurement Portal (eProcurement portal URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online Bidder Enrolment". Such enrolment is free of charge.
- b) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password to their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the Bidder will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then can login to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.

1.4.2 Searching for Tender Document

a) There are various search options built in the CPP eProcurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID,

organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- b) Once the bidder selects the tender, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4.3 Preparation of Bids for online submission

- a) Bidders should take into account any corrigendum/addendum to the tender document published before submitting their bids.
- b) Bidders should go through the tender advertisement/NIT, RFP and Bid Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/ DWF/JPG/ other system supported formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidder can use "My Space/Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4.4 Submission of Bids

The bids shall be submitted online in two covers viz., Technical Proposal / Eligibility Evaluation and Financial Proposal. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

1) Cover – I Technical Proposal / Eligibility Evaluation:

- The documents as specified in clause 1.4.5 of this RFP are to be self-attested and furnished by the Bidder (i.e. checklist and Form 1 to 12 as applicable).
- Signed copy of RFP.
- Scanned copy of document as a proof for payment of EMD.

2) Cover – II Financial Bid (Check list):

- The documents as specified in clause 1.4.6 of this RFP are to be self-attested and furnished by the Bidder.
- a) Bidder should log into the site well in advance for bid submission so as to ensure that the bid is uploaded in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- b) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Each page of the bid shall be numbered.
- c) Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive RFP-For Appointing Survey Agency fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.4.5 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

1.5 Modifications/Substitution/Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. In the event of withdrawal of the proposal by bidder, the EMD will be forfeited by NHDC.

1.6 Opening of Proposal

Authority reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal)

The documents in Cover I submitted online by respective bidders will be opened on the date and time stipulated in the "Term Sheet", processed & scrutinized to determine Non-Responsive Proposals.

Proposals for which a notice of withdrawal has been submitted shall not be opened.

Prior to evaluation of Proposals, authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- Is received by the Proposal Due Date pursuant to point 9 of the Term Sheet
- Is submitted pursuant to Clause 1.4
- Is accompanied by the Power(s) of Attorney as specified in Form 8 & Form 9, as applicable.
- Accompanied by EMD as per clause 1.3.6
- Contains all the information as requested in the RFP;
- Contains information in the forms specified in this RFP; and fulfills the conditions of Pre-Qualification /Eligibility Criteria

Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5.1 and the criteria set out in Clause 1.3.3 of this RFP.

Stage 2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Authority would prepare a list of qualified Applicants in terms of Clause 1.5.2 for opening of their Financial Proposals.

Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.5.2

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in the RFP. The bidders fulfilling the eligibility criteria shall be considered as technically qualified and shall be shortlisted for Financial Proposal evaluation stage.

The EMD of bidders who do not qualify the technical evaluation shall be returned to respective unsuccessful bidders.

1.7.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (based on technical proposal) will only be opened and evaluated.

Bidders quoting lowest Financial Quote i.e L1 for Year 1, among technically qualified bidders shall be identified as **"Selected Bidder"**.

1.8 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority 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. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

1.9 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 "Term Sheet". The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement.

The Selected Bidder shall submit Performance Security before signing of Service Agreement.

1.10 Implementation Process and Contract Period

The date on which the Service Agreement will be signed between NHDC and Selected Bidder will be identified as the 'Commencement Date';

1.10.1 Mobilisation Period

The Agency will be granted a 30 calendar days from the date of signing the Service Agreement to mobilize the project team as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the 'Effective Date';

1.10.2 Contract Period

The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period of **03 years (i.e 36 Months)**.

The FMC shall provide a consolidated list of equipment's procured by the FMC and update the Authority on annual basis for records. This list shall not include Park Stock and consumables.

1.11 Performance Security

1.11.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 5 % of the Contract Price as stipulated in the conditions of contract:

Payments can be made through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.

Failure of the successful Bidder to comply with the requirements of Sub- clause 1.11.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

- **1.11.2** The performance security will be for a period of three (03) years and shall be initially valid for six months after the scheduled completion date.
- **1.11.3** It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- **1.11.4** Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

1.11.5 Appropriation of Performance Security

Performance Security submitted by the FMC shall be forfeited if the FMC fails to commence operations as per the requirements of this RFP.

In the event the FMC fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the FMC.

Upon occurrence of a FMC Default or failure to meet any condition as per the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such FMC Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the FMC shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the FMC shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the FMC Default or to meet any Condition Precedent, and in the event of the FMC not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

1.11.6 Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the Authority's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.

1.12 Bid Security/EMD

- 1.12.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 10,00,000/- (Indian Rupees Ten Lakh only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.
- 1.12.2 Exemption of EMD will only be given to MSME/NSIC registered bidders.
- **1.12.3** Bidder should prepare the EMD as per the instructions specified in the tender document.
- 1.12.4 The EMD in the form of Demand Draft / Bankers check / acknowledgement of deposit through RTGS / NEFT transfer, shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for "Proposal for Comprehensive Facility Management of Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi".
- 1.12.5 EMD should be enclosed along with Technical Bid. Tenders without EMD are liable to be rejected.
- **1.12.6** EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- **1.12.7** The EMD shall be forfeited by Authority in the following events:
 - a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
 - c) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
 - d) If the bidder tries to influence the evaluation process.
 - e) in the case of Selected Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or

- to sign the Service Agreement; and / or
- to furnish the Performance Security; and
- in case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.13 Power of Attorney

1.13.1 The Applicant should submit a Power of Attorney in the format specified at Form 8, of Section 4, authorizing the signatory of the Proposal to commit the Applicant.

1.14 Proposal Validity

- **1.14.1** The Term Sheet point ______, indicates how long Bidders' Proposals must remain valid 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. Authority will make its best effort to complete the selection process within this period. Should the need arise Authority 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 Authority shall not consider such proposal for further evaluation.
- **1.14.2** Bidders are requested to refer "Term Sheet" for applicable duration of validity.

1.15 Conflict of Interest

- **1.15.1** 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 (FMC) 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 Authority/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 Authority.
- **1.15.2** Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.16 Corrupt or Fraudulent Practices

- **1.16.1** Authority desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Authority:
 - 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 Authority 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 Authority of the benefits of free and open competition

1.17 Prohibition against collusion amongst bidder(s)

1.17.1 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 Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in Form 10 of Section 4 of the RFP document.

1.18 Confidentiality

1.18.1 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.

1.19 Interpretation of Documents:

- i. Authority 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 in relation to the evaluation of Proposals.

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

Chapter – 2: Key clauses of Service Agreement

2.1 Sub-contracting

2.1.1 The FMC may sub-contact any portion of work with the approval of the Authority but shall not assign the contract Without the approval of the FMC in writing. Sub-contracting does not alter the facility management contractor's Obligations and responsibilities under the contract.

2.2 Other contractors

- 2.2.1 The facility management contractor (FMC) shall cooperate and share the site with other contractors, Occupants, Operators, Public Authorities, utilities and the engineer between the dates given in the schedule of other contractors.
- 2.2.2 The facility Management contractor shall as referred to in the contract data, also provide facilities and services for them as described in the schedule. The employer's representative / chief general manager may modify the schedule of other contractors and shall notify the FMC of any such modification.

2.3 MATERIALS, MACHINERY & EQUIPMENT

- 2.3.1 The FMC 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 Authorty 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 FMC shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- 2.3.3 The FMC shall procure all material from sources approved by the Authority in writing. 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 Authority. The Authority may summon the complete record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by Authority in writing.
- 2.3.4 The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority 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 FMC 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 FMC shall, if required by the Authority, deliver to the Authority a return in detail, in such form and at such intervals as the authorised officer of Authority 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 Contractor and his sub-contractors 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 authority 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 authority.
- 2.5.2 The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Employer 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 Engineer/Employer shall have the right to deduct any money due to FMC, the Engineer/Employer shall have the right to deduct any money due to the FMC including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 2.5.3 The employees of the FMC and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

2.6 INSURANCE

- 2.6.1 The FMC shall provide, in the joint names of the Employer and the FMC, 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 FMC to the Authority for the Authority'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 FMC 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 Authority.
- 2.6.5 Both parties shall comply with any conditions of the insurance policies.

2.7 SAFETY

- 2.7.1 The FMC shall be responsible for maintaining the safety of all activities on the site.
- 2.7.2 In respect of all labour directly or indirectly employed in the work for the performance of the FMC's part of this contract, the FMC 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 FMC is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, FMC is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

2.8 TAXES

- 2.8.1 GST, if applicable is to be rendered by the FMC, shall be reimbursed by Authority to the FMC, subject to the FMC regularly furnishing to The Authority, the proof of depositing the GST to the concerned department.
- 2.8.2 As a condition, precedent for reimbursement of the GST, the FMC shall provide a valid GST registration number issued by the concerned Statutory Authority.
- 2.8.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the FMC from Authority shall be solely borne by the FMC. The FMC 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.
- 2.8.4 However, towards compliance with the applicable Tax laws, Authority shall deduct applicable taxes from the payments to be made by Authority to FMC and FMC shall not object to the same.

2.9 LIQUIDATED DAMAGES

- 2.9.1 The FMC shall pay liquidated damages to the Authority at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Authority may deduct liquidated damages from payments due to the FMC. Payment of liquidated damages does not affect the FMC's.
- 2.9.2 In case of continued default or repetitive non-performance at regular intervals, Authority may go on enhancing the levy of liquidated damages, each time limited to 1% of the amount of contract per month of further default subject to maximum limit as defined in the Contract Data.

2.10 COST OF REPAIRS

2.10.1 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 FMC at FMC's cost if the loss or damage arises from the FMC's acts or omissions or damage to main FMC's work.

2.11 MANUALS & REGISTERS

- 2.11.1 The FMC 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.
- 2.11.2 If the FMC does not submit the asset register at the end of the contract period or they do not receive the Authority's approval, the Authority reserves the right to withhold the final bill payable to the FMC.

2.12 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 Authority of the Project or part thereof or any material assets or rights of the FMC; provided the same has not resulted from an act or default of the FMC or such person;

Above are only key events of Force majeure and Authority may appropriately add /modify terms in draft Service Agreement.

2.13 TERMINATION

- 2.13.1 The authorized officer on behalf of the Authority may terminate the Contract if the other party causes a fundamental breach of the Contract. 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.
- 2.13.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - a) Breach of contract by FMC
 - i. the FMC stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the authorized officer of the Authority;
 - ii. the FMC is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - iii. the authorized representative of the Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMC fails to correct it within a reasonable period of time determined by the authorized representative of the Authority;
 - iv. the FMC does not maintain a security which is required;
 - v. the FMC 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 FMC, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - vii. In case the FMC is a partnership firm or any other such legal entity having more than one constituents, the FMC 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 FMC shall not be diluted or varied during the subsistence of Contract.
 - viii. The FMC shall not engage the services of any Sub-FMC for the purposes of discharging obligation under the Contract without approval of the Authority.

- ix. If the FMC, having been given a notice in writing by the Authority, 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 FMC commits any acts of defaults with respect to conditions of contract.
- b) Breach of contract by Authority
 - i. the authorized representative of the Authority instructs the FMC to delay the progress of works and the instruction is not withdrawn within 28 days.
 - ii. the Authority is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. A payment certified by the authorized representative of the Authority is not paid by the Authority to the FMC within 56 days of the date of certification by the Authorized representative of the Authority.
- 2.13.3 If the Contract is terminated the FMC shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 2.13.4 After the termination of the contract under this clause, the Authority 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 FMC shall have no claim against the Employer in this regard.

2.14 PAYMENT UPON TERMINATION

- 2.14.1 If the Contract is terminated because of a fundamental breach of Contract by the FMC, the authorized representative of the Authority shall issue a certificate for the value of the work done less advance payments received upto 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 Authority exceeds any payment due to the FMC the difference shall be a debt payable to the Authority.
- 2.14.2 If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Authority 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 FMC and available at site, the reasonable cost of removal of Equipment, repatriation of the FMC's personnel employed solely on the Works, and the FMC'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.
- 2.14.3 No Compensation for Alteration in or Restriction in Works
- 2.14.4 If at any time, after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the authorized representative of the Authority shall give notice in writing of the fact to the FMC, 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 inconsequence 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.

2.15 DEDUCTION FOR NON PERFORMANCE

2.15.1 Subject to the terms and conditions mentioned in the Contract, any deficiency by the FMC 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 not less than 20 secs.)	98%	1% of the monthly bill
UPS	100%	99.95%	0.5% of the monthly bill
HVAC systems for entire complex	100%	99.5%	2% of the monthly bill
Elevators	100%	98%(each lift shall not have more than 4 times BD a year)	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill
Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the monthly bill
Minor Defects as defined in Form T 9, Table 4	100%	98%	1% of the monthly bill
Major defects as defined in Form T 9, Table 4	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill

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

2.16 OBLIGATIONS OF FACILITY MANAGEMENT CONTRACTOR

2.16.1 General

A. Standard of Performance

The FMC 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 FMC shall at all the times support and safeguard the Authority's legitimate interest in any dealings with the other parties.

B. Law governing Services

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

C. Conflict of Interest

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

- a. FMC not to benefit from commissions, discounts, etc.
 - i. The payment of the FMC pursuant to Clause 7 (Form T9), hereof shall constitute the FMC's only payment in connection with this Contract and, the FMC 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 FMC shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
 - ii. Furthermore, the FMC shall comply with the AUTHORITY's applicable procurement guidelines for procurement of goods, works or services.
- b. FMC and affiliates not to be otherwise interested in Project

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

c. Prohibition of conflicting activities

The FMC 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 Authority, the FMC 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 FMC and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the FMC

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected FMC arising out of or relating to this agreement will be to the extent of the agreed final total fee as quoted by the FMC.

The liability of the FMC shall be as per the scope of work defined in Form – A.

F. FMC's actions requiring Authority's prior approval

The FMC shall obtain Authority'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, Form A
- b. Any change in equipment / material in respect of make, quality or other criteria, which the FMC furnished in Form A.

2.17 OBLIGATION OF THE AUTHORITY

2.17.1 Assistance and exemptions

Authority shall assist the FMC 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 defined in Form– A. Such assistance shall not be considered as Authority's obligation.

2.17.2 Access to Land

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

2.17.3 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 FMC in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the FMC under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

2.17.4 Services, facilities and property of AUTHORITY

The Authority shall make available to the FMC 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 -A.

2.17.5 Payment

In consideration of the Services performed by the FMC under this Contract, the Authority shall make to the FMC such payments and in such a manner as is provided in the Agreement.

2.17.6 Office Space

Authority will provide office space. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by FMC.

2.17.7 Miscellaneous Cost

Miscellaneous Cost like AMC, Insurance (Project related), Utility Bills, Liaising Fee etc. will be paid by the Authority. FMC shall assist and facilitate in selection of venders/suppliers for the rendering the services.

2.17.8 Basic Utilities

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

2.18 EXTENSION/RENEWAL OF CONTRACT

- 2.18.1 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 Authority, shall be conducted based on the performance of the FMC.
- 2.18.2 The extension or renewal of the contract shall be as per the mutually agreeable terms and conditions worked out between the Authority and FMC. However, Authority is not bound to consider any such extensions.

Chapter – 3: Schedule of Requirements.

3.1 About the facility

- **3.1.1** Deendayal Hastkala Sankul (Trade Centre & Museum) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.
- **3.1.2** The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a constructed area of approx. 43,450 square meter, with sub-components including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.
- **3.1.3** The state of the art facilities offered at Deendayal Hastkala Sankul (Trade Centre & Museum), are equipped with Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes HT Panels, AC Plant, Pump room, AHU, Water Treatment Plant, Sewage Treatment Plant, surface and basement parking facilities.



Please refer Annexure III for details of various spaces.

3.2 Facility Area

3.2.1 The Facility Area where services of FMC are required shall include all areas with-in boundary of Deendayal Hastkala Sankul (Trade Centre & Museum) including but not limited to all built-up areas, basements, landscape and open spaces. Refer Annexure III 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. However, there are

certain functions including operation and maintenance which are already covered in the existing contracts of Main Contractor/Project Management Service Provider (PMSP) including Interior Contractor/Operator for Museum. The FMC shall deploy manpower for training and capacity building as per the instructions of Authority before the completion of O&M period of other contractors.

3.3 Purpose

- 3.3.1 National Handloom Development Corporation Ltd. (NHDC) ("the Authority"), an implementing agency for Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi, appointed by Ministry of Textiles, Government of India ("Ministry"), invites online proposals from all interested Bidders/Agencies for House Keeping Services along with security services at Varanasi, Uttar Pradesh. The Broad Scope of services required as below;
 - a. Operation and Maintenance of all equipment's,
 - b. Housekeeping and Sanitation services,
 - c. Security Services,
 - d. Horticulture and Plantation,
 - e. Front Desk Management,
 - f. Hospitality services in guest rooms and dormitories,
 - g. Waste Management,
 - h. Parking Management,
 - i. Pest control,
 - j. Reporting and Complaint Management, and
 - k. Coordination with other service providers

Please refer Form ______ for detailed scope of work, Annexure III for details of various spaces.

3.4 Duration of Services

- 3.4.1 Initial contract period is 03 (Three) years.
- 3.4.2 After completion of contract period of 03 (three) years on satisfactory performance of the vendor, the contract may be renewed for the term of 03 (three) years at Authority's discretion, on same or mutually agreed amended terms & conditions, with overall cost escalation of 7.5% p.a. on initial value of contract.
- 3.4.3 However, if after taking into account the changes/ increase in minimum wages/ statutory payables to workers, overall contract cost increases by more than 7.5% as mentioned above, such increase may be considered (even if, with that increased cost of contract will escalate more than the overall limit of 7.5% on the initial value of contract), at the sole discretion of the Authority.
- 3.4.4 However, in such case, increase will be limited to the wage component only and without increasing on the other components of the contract, at the discretion of the Authority, with same/ existing rates/level on all items, except wages.

3.5 Payment Terms

- 3.5.1 The payment for the entire facility management services will be done on equal monthly installments basis during contract period. Annual escalation in fee shall be applicable as per clause _____ of this RFP.
- 3.5.2 All reporting requirement and copy of the routine maintenance works to be submitted along with the Bills. Performance of the FMC shall be monitored by the Authority appointed officials.



Chapter – 4: Specifications and allied Technical Details.

Please refer Annexure III for details.

FORM A: SCOPE OF WORK FOR THE FACILITY

1. Facility Area

- 1.1 The Facility Area where services of FMC are required shall include all areas with-in boundary of Deendayal Hastkala Sankul (Trade Centre & Museum) including but not limited to all built-up areas, basements, landscape and open spaces. Refer Annexure III for details of various spaces.
- 1.2 However, there are certain functions including operation and maintenance which are already covered in the existing contracts of Main Contractor/Project Management Service Provider (PMSP) including Interior Contractor/Operator for Museum. The FMC shall deploy manpower for training and capacity building as per the instructions of Authority before the completion of O&M period of other contractors
- 1.3 Spaces like Marts, Shops, Food Court, Restaurant, Bank and Offices are being Licensed to various entities. Upkeep of internal areas of these Licensed spaces shall be the responsibility of individual Licensees. FMC may need to coordinate with these Licensees for any assistance required.
- 1.4 Spaces including Exhibition spaces, Convention Centre with Green Rooms, VIP Lounge, Guest Rooms and Dormitories, Open Air Theatre/Amphitheatre and all common areas with public utilities needs are under scope of work of FMC.

2. Broad Description of Facility Management

- 1.5 This scope of work essentially indicates Operations & Maintenances 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. Operation & Maintenance for the equipment / artifacts 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).
- 1.6 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 FMC 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 (FMC) will be directly reporting to the officer authorised by the Authority. The FMC shall deploy the adequate.
- 1.7 This document describes the work to be carried out under the Facility Management Services for Deendayal Hastkala Sankul (Trade Centre & Crafts Museum), 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.
- 1.8 The Broad Scope of services required as below;
 - a. Operation and Maintenance of all equipment's,
 - b. Housekeeping and Sanitation services,
 - c. Security Services,
 - d. Horticulture and Plantation,
 - e. Front Desk Management,
 - f. Hospitality services in guest rooms and dormitories,
 - g. Waste Management,
 - h. Parking Management,
 - i. Pest control,
 - j. Reporting and Complaint Management, and
 - k. Coordination with other service providers

Please refer Annexure III for details of various spaces.

3. Brief About Facility Management Services

- 3.1 The scope of work for facility management services is broadly divided into following categories:
 - a. Operation:

Operation includes:

- i. Day to day running of equipment / facilities and upkeep of the areas including housekeeping.
- ii. Daily / periodic maintenance (inspection, oiling and re-tightening) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis.
- 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/PMSP.

However, FMC scope of work includes Breakdown Maintenance, co-ordination and managing Vendors / Suppliers / Manufactures for performing preventive maintenance as per the O&M Manuals provided by the Contractor /PMSP / Supplier / Vendor / Manufacturers.

c. Management

Management includes

- i. Co-ordination with Contractors/PMSP for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers / Manufacturers for preventive maintenance.
- iii. Co-ordination with O&M team 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.
- vi. Co-ordination for conducting drills (earthquake, fire etc.).

However, the scope as defined above is not limited to or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

4. Duration of Services

4.1 Initial contract period is 03 (Three) years.

- 4.2 After completion of contract period of 03 (three) years on satisfactory performance of the vendor, the contract may be renewed for the term of 03 (three) years at Authority's discretion, on same or mutually agreed amended terms & conditions, with overall cost escalation of 7.5% p.a. on initial value of contract.
- 4.3 However, if after taking into account the changes/ increase in minimum wages/ statutory payables to workers, overall contract cost increases by more than 7.5% as mentioned above, such increase may be considered (even if, with that increased cost of contract will escalate more than the overall limit of 7.5% on the initial value of contract), at the sole discretion of the Authority.

5. Scope of Work

- 5.1 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 Authority as implementation agency on behalf of Ministry of Textiles, Govt. of India is as below:
- A. Maintenance Services.

The FMC shall be responsible for breakdown maintenance as defined in Clause 3 b. The FMC for preventive maintenance shall coordinate with the Main Contractor/PMSP, Interiors Contractor, Vendors, Suppliers and Manufacturers for rendering the services under the terms and conditions stipulated in this document.

- i. The FMC shall be liable to perform / undertake following services:
 - a. Keep the Inventory of all spares and consumables required for the maintenance of the facility and update on weekly basis.
 - b. Prepare purchase request for spare parts, Electrical and Mechanical items, plumbing, AC spares including Screw chiller, Reciprocating chiller, split units etc. and DG spares and will coordinate for approvals.

B. Operation Services

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

- i. Operation of Equipment / Fixtures.
- ii. Housekeeping / Front Desk Management.
- B1. Operation of Equipment / Fixtures
 - i. The FMC shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, 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.
 - ii. The FMC will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
 - iii. The FMC shall operate all fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.
 - iv. The FMC 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.
 - v. The FMC shall be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner. The FMC 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.

- vi. The FMC shall operate and maintain the complete Access Control system, CCTV System, PA system and any other system as installed in the said premises.
- vii. The FMC 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 FMC and shall make good the damaged exhibit / artifacts / equipment's at his own cost.
- B2. Housekeeping / Front Desk Management

B.2.1 Cleaning Services

The FMC shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. 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 Interior Contractor.
- iii. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internal + external)
- iv. Additional housekeeping services as and when required by Authority.
- v. Deploy equipment's for cleaning and shall be responsible for maintaining these equipment's at all time. All costs for purchase/repair/spares/maintenance etc. for these equipment's will be borne by FMC.
- vi. 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, FMC shall arrange to provide alternate equipment for the Project Facility.
- vii. 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.
- viii. 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.
- ix. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- x. 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.
- xi. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Authority.
- xii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xiii. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.

- xiv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean
- xv. 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

B2.2 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.

B2.3 Waste Management

- i. Renovation Debris is to be stored at designated space at designated area
- ii. The FMC undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load
- iii. 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.
- iv. FMC shall segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste as per the standards and directions provided by Competent Authority
- v. FMC shall ensure that 100% of recyclable waste is being recycled.
- vi. FMC shall be responsible for arranging the transport and in consultation with Authority, shall identify the area / frequency for garbage disposal. The disposal site will be within 5 km radius from the project site.
- vii. The waste management methodology shall comply with the guidelines laid down by Municipal Solid Waste (Management & Handling) Rules,2000), which states that, manual handling of municipal solid waste shall be prohibited: provided that in case unavoidable due to constraints, manual handling shall be carried out under proper precaution with due care for safety of workers

B2.4 Pest Control

The FMC 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, termites etc. The FMC 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 FMC 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 schedule and need base.

iii. Fly Control

The FMC 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 FMC 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

B2.5 Hospitality Services

The FMC shall operate guest rooms and dormitories as per the guidelines provided by Authority. These Services shall include managing bookings, rent collection and its reporting, room service, housekeeping, washing/ changing of bed covers, operation of air conditioners, cleaning of rooms including toilets, keeping toilets well equipped with supplies, keeping furniture and furnishings arrangements in order, guiding visitors to their destinations in the premises, 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 guests which may or may not be logged.

B2.6 Help Desk, Front Desk Services

The FMC shall operate front desk/ help desk as per the guidelines provided by Authority. These Services pertain to the assisting / guiding the visitors, Authority'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.).

B2.7 Horticulture

The FMC shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipments shall be procured by FMC including grass cutting machine and other tools required for maintenance of horticulture areas and shall provide seasonal plants and seasonal flowers. FMC shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Mannure etc..

C. Management Services

The FMC 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. Provide required assistance to the Authority during transition period of handover takeover of the Project Facility from the Main Contractor / PMSP including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc..
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Project including Authority, PMSP, Project Architect, Contractors, Consultants and other agencies.
- iv. 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 Company when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Authority.
- v. Co-ordinate with Main Contractor/PMSP/ Interior Contractor for rectifying of defects under the DLP period.
- vi. Assist the Authority in payment of all utility bills,
- vii. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges on behalf of the Authority and deposit the same with the Authority.
- viii. Calculation of common area maintenance charges.
- ix. 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.
- x. Prepare a preventive maintenance plan for all equipments / fittings & fixtures, ensuring 100% compliance. FMC 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.
- xi. Co-ordination with Vendors / Manufacturers / Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC / Warranty period.
- xii. Prepare and maintain the records of routine services, visits provided by AMC providers and

tracking to be done against actual visits.

- xiii. 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.
- xiv. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Authority.
- xv. Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.
- xvi. It is the responsibility of the FMC to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xvii. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xviii. Brief the representative on maintenance and operational proceedings on day to day basis.
- xix. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xx. 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.
- xxi. Provide support and guidance to the Authority in all matters as requested
- xxii. The FMC, 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 FMC shall report to a Nodal Officer appointed by Authority for the management services as and when required.

C1. Complaint management

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

Description of	Service required	Report	Complaint	
Complaints			closure time	
For minor defects	Rectification without any replacement by FMC personnel	Immediately	2hrs	
For Major Defects	7			
Item available locally	Rectification / Replacement by external agencies (Main	Immediately	1 week	
Item available domestically	Contractor PMSP/ Interior Contractor / Vendors /	24hrs	2 weeks	
Item to be procured internationally	Manufacturer / Supplier	48hrs	1 month	

Table: Service Level Agreement

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

C2. Reporting

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

- a. Initial Review Report;
- b. Monthly Reports;
- c. Deployment Report; and
- d. Attendance Reports

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 FMC 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 Authority. The FMC shall indicate frequency of inspection covering all premises.
- h. Highlight Critical Issues / Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- i. Prepare a foot fall report for the visitors.
- j. Customer Feedback Analysis
- k. Report on Audits/ drills etc.
- 1. Complaint Management reporting.
- m. MIS on procurement, statutory payments & on any other invoices processed by Authority.
- n. Any other reports as needed from time to time.
- o. IT assets, stationaries and operating cost required to prepare report is in the scope of FMC
- p. FMC has the option to use / implement any software for managing the Facility.
- q. FMC shall submit the Performa and format and the same shall be approved by Authorized Officer.
- r. Any other reports / compliance certificates as needed from time to time

D. Parking Management

Parking and Vehicle Management is in FMC scope. The activities and responsibilities of FMC are:

- a. Processing parking tickets and reporting the revenue on fortnight basis.
- b. Manage operations at Entry and Exit terminals.
- c. Manage way finding / space monitoring & guiding for parking

E. Security Services

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

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- b. Ensure safety and security of men and material,
- c. Guiding visitors to desired locations/ concerned officials/ occupants,
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- e. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- f. Prevent entry of stray animals like cow, dogs etc.,
- g. Round the clock patrolling of the Project Facility,

- h. Frisking and checking of visitors during and after operational hours,
- i. Hand held metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags,
- j. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- k. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority,
- 1. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- m. Visitor's management in common, during events & exhibitions, and during other special occasions,
- n. Having effective control on movement of materials in / out,
- o. Physical guarding of entry / exit points,
- p. Screening / directing of visitors,
- q. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- r. Assisting the occupants during the emergency evacuation of the building,
- s. Rescue operation of passengers stranded in the lifts,
- t. Complete disaster management in case of emergencies/ disasters,
- u. Providing of adequate security as per the requirement,
- v. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- w. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- x. FMC shall provide a log book register for making entries by the security personnel of their presence at duty site.
- y. FMC shall provide at his own cost (i) proper clean uniform and badges and (ii) photo identity cards as per laid down rules for Private Security Agencies.
- z. FMC shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- aa. FMC shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- bb. FMC shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

6. MANPOWER

6.1 The FMC shall have the following minimum manpower to efficiently and effectively manage the facility constructed at Deendayal Hastkala Sankul (Trace Centre & Museum) project:

7. <u>(</u>	7. <u>OPERATION AND MAINTENANCE</u>		
	Civil Maintenance		
SN	Description	Qty	
1	Mason	1	
2	Carpenter/ Fitter	1	
3	Sewer-man	1	
4	Plumber	1	
5	Multi-purpose / Beldar	2	

	Electrical Maintenance				
SN	Description	Qty			
1	Supervisor	1			
2	Electrician /Wireman	2			
3	Helper / Khallasi	2			
	Operation & Maintenance of Specialised E&M Equipments				
SN	Description	Qty			
	In-charge				
1	Station Manager (at-least Graduate, Computer literate and having 10 years experience in Maintenance & Operation of a Govt. Office Complex) common for all services	1			
	Operation of Fire Fighting, Fire Alarm, Public Address Systems (24 x 7 Hour basis)				
2	Fire Supervisor (Passed out from any National Fire Training Institute)	1			
3	Fire Alarm Technician	3			
4	Fire Pump Operator	3			
	Operation of Electric Substation (3x1600 KVA) and DG Sets (2*1500 KVA + 1*500 KVA) for 24 X 7 hour basis				
5	Operator	3			
	Operation of BMS system and CCTV on 24 x 7 hour basis				
6	Operator	3			
	Operation of Lifts (8+2 = 10 NOS. Lifts)				
7	Lift Operator	3			
8	Graduate Lift Operator (specially for VIPs)	1			
	Operation of Escalator (2 NOS.)				
9	Operator	1			
	Operation of 2 X 400 TR HVAC plant				
10	AC Plant Operator	2			
	Helper / Khallasi	2			
	Operation of Sewage Treatment Plant (STP)				
11					
	Operation of Bore-well / WTP and water pumps / RO Plant (500 LPH)				
12	Pump Operator	1			
	IT & EPABX Services				
13	IT Engineer (Minimum Btech with 3 years experience)	1			
14	EPABX Technician	1			
8.	HOUSEKEEPING	-			
1	Supervisior (General & Housekeeping work)	3			
2	Housekeepers	40			
9.	HORTICULTURE WORKS				
SN	Description	Qty			
1	Head Gardner / Choudhary	1			
2	Gardner / Mali	3			
3	Helper for Mali	2			
10.	SECURITY SERVICES				
SN	Description	Qty			
A)	Providing Security Services (24 x 7 Hour basis)				
1	Security Officer (Retired from CISF of at-least SI Rank or equal)	1			
2	Security Supervisor (Skilled)	3			
3	Gunman (Skilled)	3			
5	Summun (Skillou)	24			

6.2 In case of additional manpower requirement, Authority can ask FMC to provide additional manpower. FMC has to provide the additional manpower as per the requirement raised. For deciding payment terms, FMC will submit a quotation to Authority within 7 days of request for additional manpower. Authority shall review the quotation and can call FMC for negotiation. The payment will be done based on rates mutually agreed by both parties.

7. PAYMENT TERMS

- 7.1 The payment for the entire facility management services will be done on equal monthly installments basis during contract period. Annual escalation in fee shall be applicable as per clause ____ of this RFP.
- 7.2 All reporting requirement and copy of the routine maintenance works to be submitted along with the Bills. Performance of the FMC shall be monitored by the Authority appointed officials.

FORM B: EUIPMENT AVAILABILITY / ACCESS COMMITMENT & MATERIALS / CONSUMABLES TO BE USED

1. List of equipments

Sr.	Item of	Requirement	Availability Proposals				Remarks
No.	equipment	No.	Capacity	Owned /leased/to be procured	Nos./ capacity	Age / condition	(From whom to be purchased)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)

2. List of Materials / Consumables to be used

Sr. No.	Name of consumable proposed (with details and make)			Consumable to be used		
	Consumable Make / Brand			Per day	Per week	Per month

Note: 1. All the equipment considered in costing for financial bid needs to be reported here.

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

3. 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.

4. All the consumables used by visitors as per the tentative list shared in Annexure-II shall be provided by Authority/paid to FMC on the basis of actual

<u>Annexure I</u>

LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACTWORK

Sr. No.	Name of Tools	Sr. No.	Name of Tools		
1	Megger (0-500volts)	2	Gloves (Electrical) (HT/ LT.)		
3	Multi-Meter (digital) – Texas	4	Grease gun (heavy Duty)		
	Instruments/Fluke				
5	Tong tester/Clamp Meter (Digital)	6	Chisel Small & Big (heavy duty)		
7	Thermometer Digital	8	Safety Goggles		
9	Air Blower (Hot)	10	Nose Pliers 9"		
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic		
13	Crimping Tools	14	Parrot Wrench 10"		
15	Crimping Tool for Electrical	16	Safety helmet		
17	Electric Drill M/C	18	Safety belt (with complete specifications)		
19	Torch with cells	20	Cartridge fuses puller (HT / LT.)		
21	Pliers	22	Measuring tape - 5 mtrs		
23	Screw Driver Set	24	Pipe wrench 18"		
25	Screw Driver Set	26	Bearing Puller		
27	Screw Driver 8"/12"	28	Digital Anemometer		
29	Pipe Wrench 12"/10"/8" (set 1 of each)	30	Water Testing Kit		
31	Line Tester	32	Digital LUX Meter		
33	D-Spanner Set	34	Db meter for noise level monitoring		
35	Ring Spanner Set	36	IR GUN		
37	Screw wrench	38	Torque spanner		
39	Box Spanner Set	40	Ear Muffler		
41	Bench Wise 6"	42	SAW		
43	Hacksaw Frame	44	All Electrical /Carpentry / Plumbing works		
			related Tools		
45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs		

1. Engineering Tools

2. House Keeping Tools / Equipments

Sr. No.	Name of Tools
1	Commercial vacuum cleaner
2	High pressure jet cleaning machine
3	Puzzy machine to clean chairs and sofas
4	Floor scrubber / polishing machine
5	Wringer Mop Trolley
6	Motorized Grass cutter
7	Road sweeping machine
8	Telescoping ladder
9	Fork Lift
10	Equipment for cleaning facades of building higher than 15 min
	(non-accessible in nature)

Note:

The list shown is not exhaustive list and the bidder if required may add based on their assessment of work in FORM _____.

Annexure II

LIST OF CONSUMABLES TO BE USED

1. List of Consumables – Scope of Facility Management Contractor (FMC)

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 FMC in his submission. The FMC shall use the Godrej / Johnson / Taski / Hindustan Unilever / Manufacturing Brand approved by Authority, for the listed consumables. The FMC can also suggest the other brand with same quality and shall get it approved from Authority.

- i. Phenyl (to be used for housekeeping / cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite
- vi. Brasso
- vii. R1 (Bathroom Cleaner)
- viii. R2 (Glass Cleaner/Colin)
- ix. R4 (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Baygon/ Mortein Spray
- xv. Binliners

2. List of Consumables – Scope of Authority

The tentative list of consumables to be used at Facility and shall be provided by Authority/ or paid to FMC on actual consumption basis, is as below. However, the consumables in the scope of Authority includes the toiletries (to be used by general public / visitors).

- i. Phenyl
- ii. Odonil
- iii. Urinal Cubes
- iv. Hand Wash Liquid
- v. Toilet Roll Paper
- vi. Tissue Box premier for cabin use
- vii. Hand Towel-Tissue Paper-C-Fold
- viii. Dettol Antiseptic

<u>Annexure III</u> (Up-loaded as separate attachments)

Details of various spaces