



# **ODISHA STATE HOUSING BOARD**

Sachivalaya Marg, Kharvela Nagar, Bhubaneswar - 751001

RFP No. 9060, Bhubaneswar, Dated 04.09.2023  
IM- 13/2023

## **REQUEST FOR PROPOSAL**

For

**SELECTION OF AGENCY FOR PROVIDING  
COMPREHENSIVE HOUSEKEEPING AND  
SANITATION SERVICE FOR ODISHA STATE  
HOUSING BOARD BUILDING,  
BHUBANESWAR**

Secretary

3<sup>rd</sup>Floor, Odisha State Housing Board,  
Sachivalaya Marg, Kharvela Nagar,  
Bhubaneswar - 751001

**ODISHA STATE HOUSING BOARD (OSHB)  
BHUBANESWAR**

**REQUEST FOR PROPOSAL**



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RFP No. 9060, Bhubaneswar, Dated 04.09.2023  
IM- 13/2023

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR PROVIDING  
COMPREHENSIVE HOUSEKEEPING AND SANITATION SERVICES FOR ODISHA  
STATE HOUSING BOARD BUILDING, BHUBANESWAR.**

Odisha State Housing Board (OSHB) invites Proposals for selection of an agency for providing comprehensive housekeeping and sanitation services for Odisha State Housing Board Building at Sachivalaya Marg, Kharvela Nagar, Bhubaneswar.

The RFP Document will be available for downloading on OSHB website i.e. <https://oshb.org> from **05/09/2023 to 30/09/2023**. Any further intimation (i.e. Corrigendum/ Addendum/ Responses to the queries/ Clarifications) shall be uploaded in OSHB website only.

The Pre-bid meeting is scheduled on **14/09/2023** at 11.30 A.M. at the Conference Hall, 3<sup>rd</sup> Floor of OSHB office. The last date of submission of proposals is **30/09/2023** till 04.00 P.M and the opening of Technical Proposal will be held on **30/09/2023** at 05.00 P.M. Please refer the RFP documents for further details.

OSHB reserves the right to accept or reject bid process without assigning any reasons thereof.

**Secretary**  
Odisha State Housing Board, Bhubaneswar

**ODISHA STATE HOUSING BOARD (OSHB)**  
**BHUBANESWAR**

RFP No. 9060, Bhubaneswar, Dated 04.09.2023  
IM- 13/2023

**REQUEST FOR PROPOSAL**

Proposals in sealed cover are invited under two-bid system from reputed and experienced Agency for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board (OSHB) Building at Sachivalaya Marg, Kharvela Nagar, Bhubaneswar. The details of the bidding schedule are as follows:

Sl. No	Bidding Schedule	Date
1	Date of Issue of Advertisement	05/09/2023
2	Availability of RFP document in OSHB website	05/09/2023 to 30/09/2023
3	Visit to OSHB Office building during Working Days between 11:30 am to 5:00 pm by Prospective Bidders (only after obtaining prior appointment from AO Grievance, OSHB)	From 05/09/2023 to 30/09/2023
4	Last date of receiving Queries through email: <a href="mailto:aaogrievance@gmail.com">aaogrievance@gmail.com</a> with Copy (CC) to <a href="mailto:oshbpmuengg@gmail.com">oshbpmuengg@gmail.com</a>	13/09/2023 by 5.00 Pm
5	Bid Submission Due Date and Time	30/09/2023 (up to 4.00 pm)
6	Opening of Technical Bid	30/09/2023 at 5.00Pm in Conference Hall, OSHB
7	Opening of Financial Bid	To be intimated to technical qualified bidders only.

Bidders are required to submit the technical and financial proposals in separate envelopes within the outer envelope. The bids shall be submitted in a sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "Proposal for Selection of Agency for providing comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board Building, Bhubaneswar" must reach the OSHB on or before **30/09/2023(up to 4:00 pm)** by Speed Post/Registered Post/ Courier only. Physical copy submission of the bid is not allowed.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the OSHB website i.e., <https://oshb.org/tender-advertisements/>

**Complete address for submission of bid:**

Administrative Officer- Grievance Cell,  
3<sup>rd</sup>Floor, Odisha State Housing Board,  
Sachivalaya Marg, Kharvela Nagar,  
Bhubaneswar, PIN: 751001,  
Contact No: 9861575757

Secretary  
Odisha State Housing Board,  
Bhubaneswar

**Disclaimer:**

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

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or 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 the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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 for participation in this BID Stage.

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

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## DATA SHEET

S. No.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	<b>Selection of Agency for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board (OSHB) Office Building, Bhubaneswar</b>
2.	Broad scope of services	The Broad Scope of services required under through this RFP, shall be inter alia as briefed below: 1. Housekeeping and Sanitation services 2. Waste Management 3. Pest control
3.	Contract Period	<b>One (01) Calendar year.</b>
4.	Name of the Client (Authority)	Odisha State Housing Board (OSHB)
5.	Bid Processing Fee	Non-refundable amount Rs. 7,080 (Rs. 6000 + 18% GST) Seven Thousand and Eighty Only including GST in the form of DD drawn in favor of “ <b>Orissa Housing Board Fund</b> ”, payable at Bhubaneswar.
6.	Submission of RFP	Applicants shall be required to send their Bid Proposal by Speed Post/Registered Post/ Courier only to the below mentioned address. O/O Administrative Officer (Grievance Cell), Odisha State Housing Board, Sachivalaya Marg, Kharvela Nagar, Bhubaneswar, Odisha 751001.
7.	Publishing of RFP	RFP will be made available on OSHB website
8.	Availability of RFP Document	<b>05/09/2023 to 30/09/2023</b> Bidders can download the RFP document from <a href="https://oshb.org/tender-advertisements/">https://oshb.org/tender-advertisements/</a>
9.	Last date of receiving Queries / clarifications from Applicants through email: <a href="mailto:aaogrievance@gmail.com">aaogrievance@gmail.com</a> with Copy (CC) to <a href="mailto:oshbpmuengg@gmail.com">oshbpmuengg@gmail.com</a>	<b>13/09/2023 by 5.00 Pm</b>
10.	Last date and time of Submission of proposal through Speed Post/Registered Post/ Courier (Proposal Due Date)	<b>Date: 30/09/2023</b> <b>Time: 4:00 Pm</b> <i>Bidders are requested to refer RFP for details and instructions.</i>



S. No.	DESCRIPTION	
11.	Date of opening of Technical (Cover-I) Proposal	<p><b>Date:30/09/2023</b></p> <p><b>Time: 5.00PM</b></p> <p><i>Bidders are requested to refer RFP for details and instructions.</i></p>
12.	Date of opening of Financial (Cover-II) Proposal	<p><b>Date:</b> to be communicated later to the Eligible Bidders only through email / post</p> <p><b>Time:</b> to be communicated later</p> <p>Financial Proposal of EligibleBidders will only be opened and evaluated.</p> <p>Bidders quoting <b>lowest financial bid (L1)</b> among theQualified bidders shall be identified as the Preferred bidder.</p> <p><i>Bidders are requested to refer Clause specified in RFP</i></p>
13.	Letter of Award (LoA) toPreferred Bidder	To be communicated later
14.	Site Visit	<p>Bidders are advised to submit their respective Proposals after visiting the OSHB Office Building and validating project information.</p> <p>Interested Bidders are requested to contact AO (Grievance) (Mobile No. 9861575757)for obtainingappointment for the date and time for the visit. AO (Grievance) shall schedule the visit only during the office Working Days between 11:30 am to 5:00 pm.</p>
15.	Scope of work, Obligations of Agency and Authority, for theassignment	As detailed in Section -II and Section-III in RFP
16.	Selection process	As detailed in RFP
17.	Implementation Process	<p>The date on which the Service Agreement will be signed between OSHB, and Selected Bidder will be identified as the 'Commencement Date':</p> <p>The Agency will be granted 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'.</p> <p>The Contract Period shall start from the 'Effective Date' as defined above and shall be valid for a period of 01 years (i.e., 12 Calendar Months).</p> <p><i>Bidders are requested to refer RFP for details</i></p>
18.	EMD requested:	The Bidder should submit aEMD as prescribed in the RFP.

S. No.	DESCRIPTION	
		<i>Bidders are requested to refer RFP conditions</i>
19.	Performance Security requested (applicable to SelectedBidder)	<p>The Selected Bidder must submit Performance Security of the amount equivalent to 5% of the Annual Contract Value to OSHB through NEFT/RTGS or in the form of Demand Draft.</p> <p>a) <b>The NEFT/RTGS is to be made to the following Bank Account</b></p> <p>Bank Name: Bank of Baroda, OGNB branch, Bhubaneswar,</p> <p>Account No: 78350200000330,</p> <p>Account Name: Orissa Housing Board Fund</p> <p>IFSC code: BARB0VJORIS</p> <p>Type of Account: Current</p> <p style="text-align: center;">[OR]</p> <p>b) In case of payment through Demand Draft, it should be drawn in a Scheduled Bank in favor of “<b>Orissa Housing Board Fund</b>” payable at Bhubaneswar.</p> <p><i>Bidders are requested to refer RFP. For details and instructions.</i></p>
20.	Clarification and Amendment of RFP document	In case there is an Amendment / correction in the RFP, the Addendum / Corrigendum will be uploaded on the OSHB website ( <a href="https://oshb.org/tender-advertisements/">https://oshb.org/tender-advertisements/</a> ). Each such Addendum / Corrigendum shall become part of the RFP document.
21.	Name(s), address(es), and telephone numbers of the official(s):	Administrative Officer – Grievance Cell, 3 <sup>rd</sup> Floor, Odisha State Housing Board Sachivalaya Marg, Kharvela Nagar, Bhubaneswar, Odisha 751001. Mobile No. 9861575757
22.	Submission of Proposal	Through Speed Post/Registered Post/ Couriersubmission
23.	Validity of Proposal	Proposals must remain valid for One Hundred and Twenty (120) days after the submission date, i.e., <i>Bidders are requested to refer the RFP document for details and instructions.</i>
24.	Language(s) of the submitted proposals:	English
25.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
26.	Selection Criteria for Qualification	Bidders are requested to refer RFP for details and instructions.
27.	Annual Housekeeping and Sanitation ServicesFee	Lowest financial bidquoted by the selected bidder. Payments for the entire Housekeeping & Sanitation of the

<b>S. No.</b>	<b>DESCRIPTION</b>	
		services shall be made by the Authority on equal monthly installments basis during contract period.
28.	Signing of Service Agreement (SA)	Within fifteen (15) days from issue of LOA
29.	Clauses on fraud and corruption in SA:	Bidders are requested to refer RFP
30.	Termination of Agreement	Bidders are requested to refer RFP

## SECTION -I: INSTRUCTIONS TO BIDDERS

### 1.1. GENERAL INFORMATION

- 1.1.1 Odisha State Housing Board (OSHB) requires the service of reputed, well established, and registered Service Providers for undertaking comprehensive housekeeping and sanitation services on day-to-day basis as described in RFP for its Head Office Building located in Sachivalaya Marg, Kharvela Nagar, Bhubaneswar- 751001.
- 1.1.2 The agency selected for this purpose shall be required to deploy 13 (Thirteen) nos. of persons for providing Comprehensive housekeeping and sanitation services to OSHB Building, Bhubaneswar as detailed in Section – II and Section -III of this RFP. Deployment of persons may be increased or decreased as per requirement.
- 1.1.3 The agency shall provide necessary cleaning and sanitization materials as per the specifications and requirements of the office as mentioned in Section 2.3 of this RFP at their own cost.
- 1.1.4 The selected agency shall deploy the equipment as mentioned in Section 2.4 of this RFP at their own cost for daily use.
- 1.1.5 The agency shall undertake cleaning work daily on official working days. Besides as and when required the work may be done on Sundays and Public Holidays also.
- 1.1.6 The period of the contract for providing the aforesaid service will be ideally 1 year (12 calendar months) from the date of effectiveness of the contract. The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.
- 1.1.7 The interested bidders may contact AO (Grievance) and visit the office building on the scheduled day and time between the date of bid issue and the day before the bid submission due date to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

### 1.2. REPORTING AUTHORITY

- 1.2.1 Office of Administrative Officer – Grievance Cell, 3rd Floor, Odisha State Housing Board / any other officer Authorized by OSHB.

### 1.3. ELIGIBILITY CRITERIA

The bidders shall qualify the following:

#### A) General Eligibility

- i) The agency shall have the following issued by respective Competent Authority
  - a. EPF Code in its name issued by Regional Provident Fund Commissioner, Odisha Circle.
  - b. ESI Registration Certificate.
  - c. Labor License
  - d. Goods and Services Tax (GST) Registration
  - e. Permanent Account Number (PAN)

Bidders shall submit the certificates, supporting documents of all the above along with

duly filled Form – T2 in the technical proposal.

- ii) The **Registered Office or Branch Office of the agency must be located within the State of Odisha**. The bidder shall submit the valid address proof of the registered / branch office.
- iii) The agency should **not have been blacklisted / debarred/ expelled** by any Central / State government agency in India **during the last 5 years** as on the date of this RFP.

An undertaking to this effect to be furnished by the bidder as per the prescribed format in Form – T7.

## **B) Technical Eligibility**

The agency should have successfully undertaken Housekeeping and Sanitation services for at **leasttwo (2)‘Eligible Projects’**each withcompleted service provisionduration of equal to or **greater than one (1) yearin last five (5) years** up to due date of submission of this proposal. Each such Eligible project shall have a **minimum built up area of 15,000 sq.ft.**

*‘Eligible Projects’ include Housekeeping and Sanitation services provided in Convention Centre/ Commercial Complexes /Multiplexes / Luxury Hotels/ Resorts/ Institutional Campus/ Educational Institutions / Hospital/ Museum / Corporate Offices Government or PSU offices.*

*The agency shall attach true copy of supporting work order / completion certificate / agreement with date of project award, closure, scope of services, other details as applicable along with duly filled FORM-T4*

## **C) Financial Eligibility**

The agency providing Housekeeping and Sanitation services must have an annual average turnover of **Rs. 50,00,000/- (Rupees Fifty Lakhs)** only during the last three financial years ending 31 March 2023 in the book of accounts.

*Copies of audited annual Income/ Expenditure Statement and Balance sheet for the concerned period and financial turnover statement as per the prescribed format FORM – T3.*

### **1.4. SELECTION OF PREFERRED BIDDER**

- 1.4.1. Only those Bidders who meet the Eligibility Criteria as stipulated in Section 1.3will be identified as ‘Eligible Bidders’. The other bidders shall be treated as ‘Disqualified’.
- 1.4.2. Only theEligible Bidders shall be intimated about the result and date of opening the Financial Bid by OSHB through E-mail / post.
- 1.4.3. The Financial Bids (Cover – II) ofEligible Bidders will only be opened in the presence of the representatives of the Eligible bidders attending the meeting.
- 1.4.4. The bidder quoted the Lowest financial bid among the Eligible bidders will be identified as Preferred Bidder.

### **1.5. PROPOSAL PREPARATION COST**

- 1.5.1. Each interested bidder 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.

#### **1.6. PROJECT INSPECTION AND SITE VISIT**

- 1.6.1. 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.

#### **1.7. NUMBER OF BIDS**

- 1.7.1. Each Bidder shall submit only one (1) Bid, in duplicate (one original bid comprising Technical Proposal and Financial Bid and one copy of Technical Proposal only), in response to this RFP. The Financial Bid shall be submitted only along with the Original Bid document. Any Bidder who submits or participates in more than one Bid will be disqualified. JV/Consortium is not allowed.

#### **1.8. TAXES**

- 1.8.1. The currency for the submission of financial bid shall be the Indian Rupee (INR).
- 1.8.2. The financial bid shall be exclusive of GST and paid extra as applicable. The Statutory deduction as per norm will be made in each bill.

#### **1.9. SUBMISSION OF BIDS**

- 1.9.1. The proposal completes in all respect as specified must be accompanied with a Non-refundable amount Rs 7,080 (Seven Thousand and Eighty Only) including 18% GST towards Bid Processing Fee in the form of Demand Draft in favor of "**Orissa Housing Board Fund**", payable at **Bhubaneswar** failing which the bid will be out rightly rejected. The original Demand Draft shall be sent along with the Technical Bid only and should reach OSHB Head Office, Bhubaneswar by Speed Post/Registered Post/ Courier before the bid submission due date and time.
- 1.9.2. The authority will not be responsible for any postal delay. Proposal should necessarily be accompanied by aEMD / Bid Security as per RFP. Bids without Bid Security shall be rejected. Bids submitted after the due date will be summarily rejected.
- 1.9.3. The bids shall be submitted in two separate envelopes / covers viz., super scribing "**Technical Proposal** -Comprehensive Housekeeping and Sanitation Services for OSHB Building, Bhubaneswar"and "**Financial Proposal** - Comprehensive Housekeeping and Sanitation Services for OSHB Building, Bhubaneswar". All the pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents. Both sealed envelopes must be kept in a third sealed envelope/cover super-scribing "Bid Document for providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board Office Building, Bhubaneswar". The offers submitted by Telegram/Fax/email, physical copy submission shall not be considered. No correspondence will be entertained in this matter.

##### **1) Cover – I Technical Proposal:**

- The documents as specified in this RFP are to be self-attested and furnished by the Bidder.
- EMD & Bid processing fee
- Signed copy ofRFP.

##### **2) Cover – II Financial Bid:**

The Bidders are requested to note that, they should necessarily submit their financial bids in the format provided in the RFP. The **BASIC RATE** means the cost inclusive of all statutory and applicable tax's but excluding GST. It means the cost includes all the manpower cost, consumables, equipment, scaffolding, cleaning machinery likely to be deployed for the housekeeping and sanitation services.

**3) Cover – III:**

Both sealed Cover -I and Cover -II must be kept in a third sealed envelope/cover superscribing "Bid Document for providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board Office Building, Bhubaneswar"

**1.10. MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS**

1.10.1. No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date.

**1.11. OPENING OF PROPOSAL**

1.11.1. 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 - I (Technical Proposal)**

The documents in Cover - I received within the due date from respective bidders will be opened on the date and time stipulated in the RFP, 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 submission Due Date pursuant as specified in RFP.
- Is submitted pursuant to RFP.
- Is accompanied by the Power(s) of Attorney as specified in the Form -T5 of Section -V.
- Accompanied by Bid Security.
- Contains all the information as requested in the RFP.
- Contains information in the forms specified in this RFP; and fulfills the conditions of Eligibility Criteria and Technical Bid Evaluation 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 and the criteria set out in the RFP.

**Stage 2: Opening of Cover - II (Financial Bid)**

After the technical bid evaluation, OSHB would prepare a list of Qualified Bidders for opening of their Financial Bids.

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

The financial bid evaluation would be carried out as per the prevailing RFP terms.

## 1.12. BIDDING INSTRUCTIONS

### 1.12.1. Brief Description of Bidding Process

1.12.1.1. The bidding for the project would be completed through a 2(Two) Stage Selection Process

#### A. Request for Proposal (RFP)

RFP document will be made available on OSHB portal <https://oshb.org/tender-advertisements/> and shall comprise of two stages as briefed below:

##### a. Stage 1: Technical Proposal

- The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as stipulated in section 1.3 of the RFP. The bidders fulfilling the Eligible criteria shall only be shortlisted for the Financial Proposal evaluation stage.
- Bid processing fee, Bid Security /EMD should be enclosed along with Technical Bid.
- Bidders are requested to refer Clause mentioned in RFP.

##### b. Stage 2: Financial Proposal

- Financial Proposal of Eligible bidders will only be opened and evaluated.
- Bidders quoting **Lowest Bid value i.e. L1 for annual comprehensive Housekeeping & Sanitation services** among technically qualified bidders shall be selected as Preferred bidder.

c. Proposal validity shall be as per duration specified in RFP document.

1.12.2. 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 OSHB as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by OSHB. All Proposals shall be prepared and submitted in accordance with such terms.

1.12.3. OSHB 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.

### 1.13. CLARIFICATION AND AMENDMENT OF RFP DOCUMENT

Bidders in case of any query, clarification regarding the RFP shall email the same to [aaogrievance@gmail.com](mailto:aaogrievance@gmail.com) with Copy (CC) to [oshbpmuengg@gmail.com](mailto:oshbpmuengg@gmail.com) on or before the timeline specified in Bid Schedule.

If applicable, a Corrigendum / Addendum / response to queries to be issued by OSHB will be published on OSHB website <https://oshb.org/> only.

On the basis of the inputs provided by Bidders 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 Addendum will be uploaded on the OSHB website. Each such Addendum shall become part of the RFP document.

#### **1.14. SUBMISSION OF DOCUMENTS AS PER THE CHECKLIST**

Bidder shall submit the signed checklist for eligibility criteria as per Section - VII along with requisite documents as indicated in the RFP document.

#### **1.15. SUBMISSION OF TECHNICAL PROPOSAL**

Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-V 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 -V.

#### **1.16. SUBMISSION OF FINANCIAL PROPOSAL**

- i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section - VI) and as per instructions specified in the RFP document.
- 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 amount mentioned in words shall be considered.
- iv. The financial proposal shall be in the form of lump-sum amount (in the form of Annual Fee for Comprehensive Housekeeping and Sanitation quoted in INR for annum) and shall be inclusive of all taxes and statutory dues, but exclusive of GST paid extra as applicable.
- v. All applicable taxes and statutory dues shall be paid by the Agency.

#### **1.17. EVALUATION OF PROPOSAL**

##### **1.17.1. Technical Evaluation**

- a) The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in the RFP. The bidders meeting the Eligibility Criteria (Section 1.3) will be the Eligible bidders. All other bidders will be disqualified.

##### **1.17.2. Financial Evaluation and Selection of Bidder**

- a) Financial Proposal of Eligible bidders will only be opened and evaluated.
- b) OSHB will out rightly reject the bids quoting less the applicable minimum wages as per Government norms. Hence quoting of negligible amount by the agency towards manpower shall be considered as irresponsible Bidder.
- c) Bidders quoting lowest Financial Quote i.e., **L1** for Year 1, among technically qualified bidders shall be identified as "**Preferred Bidder**".
- d) In case the numbers of L-1 Bidder will be more than one, a committee formulated by the Authority will decide the preferred bidder.
- e) In case the lowest bidder (L1) is disqualified after selection for any reason then the second

lowest (L2) bidder would be considered by the Committee for negotiation for execution of work at L-1 rate. In case the negotiations with L2 and subsequent bidders is not successful, then OSHB will cancel the tender.

#### **1.18. AWARD OF WORK**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred 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 Preferred 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 Declaration/EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LOA, and the next eligible Applicant may be considered.

The Preferred Bidder will be declared as 'Selected Bidder' once OSHB receive signed LOA acknowledgment from the preferred bidder.

#### **1.19. 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 "RFP". 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.

#### **1.20. IMPLEMENTATION PROCESS AND CONTRACT PERIOD**

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

#### **1.21. CONTRACT PERIOD**

The Contract Period shall start from the 'Effective Date' as defined above and shall be valid for a period of **01 years (i.e., 12 Months)**.

#### **1.22. PERFORMANCE SECURITY**

1.22.1. Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall submit to OSHB 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 Annual Contract Price as stipulated in the conditions of contract:

Failure of the successful Bidder to comply with the requirements of prevailing conditions of RFP shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

1.22.2. The performance security will be retained by OSHB for the entire contract period.

1.22.3. 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.

#### **1.23. APPROPRIATION OF PERFORMANCE SECURITY**

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

In the event the selected bidder 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 bidder.

Upon occurrence of Default or failure by the selected agency 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 and Damages for such Default or failure. Upon such appropriation from the Performance Security, the selected bidder 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 provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the selected bidder shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Default or to meet any Condition Precedent, and in the event of the bidder 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.

#### **1.24. 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.

#### **1.25. BID SECURITY /EMD**

Bidders shall have to submit Bid Security / EMD in shape of Demand Draft of **Rs. 50,000/-** infavour of "Orissa Housing Board Fund" payable at Bhubaneswar. Proposal should necessarily be accompanied by a Bid Security as per RFP.

1.25.1. Proposals without a Bid Security/EMD will be summarily rejected.

#### **1.26. POWER OF ATTORNEY**

The Applicant should submit a Power of Attorney in the format specified at Form T-5, of Section-V, authorizing the signatory of the Proposal to commit the Applicant.

#### **1.26. PROPOSAL VALIDITY**

1.27.1. The Data Sheet indicates the Proposals validity(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.

1.27.2. Bidders are requested to refer "Data Sheet" for applicable duration of validity.

#### **1.28. CONFLICT OF INTEREST**

1.27.1. Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Housekeeping and Sanitation services to OSHB 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 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.

1.27.2. 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.

## 1.28. DISPUTE RESOLUTION

1.29.1. All legal disputes shall be subjected to the jurisdiction of courts in Bhubaneswar.

## 1.30. CORRUPT OR FRAUDULENT PRACTICES

1.29.1. Authority desires to observe a high standard of ethics during the procurement and execution of 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.

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*

## 1.30. PROHIBITION AGAINST COLLUSION AMONGST BIDDER(S)

1.31.1. Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has 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 be blacklisted for One Year by OSHB, at Authority's sole discretion. The format for Anti- Collusion Certificate has been provided.

### **1.32. CONFIDENTIALITY**

1.31.1. 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.

### **1.32. 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.

## SECTION - II: SCOPE OF WORK AND REQUIREMENTS

### 2.1. SCOPE OF WORK FOR THE BIDDER

SERVICE REQUIREMENTS
<b>A. SOFT SERVICE</b>
<p><b>i. Housekeeping – clean, scrub, wash the lobby area, staircase area once in a week</b></p> <ul style="list-style-type: none"> <li>• Thoroughly clean glass or other doors, surrounding areas, window ledges, partitions. Visible glass and approaches.</li> <li>• Thoroughly clean all landings, ramps, stairwells, fire exits, steps, entrances, porches, porticos, balconies, external light fittings etc.</li> <li>• Wipe all ledges and surfaces with a natural detergent and cloth, spot clean and remove all obvious stains. All should be free from dust and stains.</li> <li>• Cleaning of pavements entire premises maintain a dust free environment.</li> <li>• Sweeping clean of debris from walkways and driveways &amp; terrace &amp; hose clean them during appropriate climate condition.</li> <li>• This service is effective against cockroaches, silverfish, rickets, Rats etc. The treatment comprises of thorough monthly insecticide sprays of entire premises. The chemical in use will have knock down effect to kill pest instantly and residual action to take care of the premises during the intervening period. While spraying, the operator shall pay special attention in all nooks and corners and other vulnerable places harboring insect pests.</li> <li>• All the staircases from the Ground floor to the terrace</li> <li>• The terraces at all levels - Entrance lobby in each wing, Basement level.</li> <li>• Service Ducts &amp; toilets.</li> <li>• The house-keeping service to be provided in the buildings will include maintenance by keeping the entire areas mentioned above in totally clean, dust free and hygienic conditions. Particular care shall be taken to ensure that all the floors, walls, ceilings, windows, doors, and other areas are maintained in hygienic &amp; immaculately clean condition</li> <li>• Scrubbing &amp; wet mopping of hard finished floors &amp; walls to remove dust, stains and any kind of dirt and to maintain these in highly polished condition as original.</li> <li>• Cleaning &amp; scrubbing of flooring &amp; walls (where applicable to ensure that no dirt &amp; dust deposit on the same</li> <li>• To sweep floors, terraces, walls &amp; ceilings to remove all dust, garbage</li> <li>• To dispose off the garbage collected to municipal garbage collection place dumping yard (Once a day).</li> <li>• Sweeping all the floor areas including damp mopping of areas such as tiles, staircases, inside elevator/lift. Sidewalls &amp; entrance areas. Floors shall be free of dirt, mud, footprints, liquid spills &amp; other debris. During inclement weather conditions the frequency may be higher than once per day. When completed the floors shall have a uniform appearance with no streaks, smears, swirl marks, detergents, residues or any evidence of remaining dirt or standing water. After sweeping all the tile floors, area must be scrubbed clean.</li> <li>• Thorough cleaning of scheduled intervals with toilets at suitable nonabrasive cleaners and</li> </ul>

disinfectants.

- All surfaces shall be free of grime, soap, mud and smudges.
- Clearing of glasses at entrance doors and windows of common areas with window squeeze and applicators
- Removal of any grease marks or fingerprints from the walls, doors, door frames, windows and window frames and security booths, glass counters and partitions
- Removal of Trash or Garbage to the designated areas in the complex. This shall further be moved to main dump pits in the complex, keep dump area reasonably in a clean condition.
- Sweeping of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.
- All dustbins from the office areas must be scrub cleaned.
- Mechanical sweeping equipment shall be used for sweeping of compounds daily.
- Wet Floor scrubbing machine for granite, marble floors in the internal lobbies should be used weekly.
- Jet pressure machine for cleaning of the compounds/car parks shall be used weekly.
- Mechanical sweeping equipment shall be used for sweeping of compounds daily.

**ii. Garbage collection / Disposal**

- To remove all garbage from the containers, wipe clean and replace liners and arrange to carry the garbage away from the premises to the common garbage dump.

**iii. Toilets and Bathrooms fixtures (Both Lobby & Service area)**

- Thoroughly clean all basins, toilets, fittings and all vertical, horizontal surfaces with an approved detergent.
- Clean thoroughly the inside of the toilet bowl. Clean the toilet seat, cistern and under the toilet bowl.
- Mop floor with neutral detergent
- Clean and wash all mirrors.
- Scrub toilet floor (Machine scrub or manually)
- Wash all tiled surfaces.
- Wipe surfaces with cloth having appropriate cleaning characteristics.
- Thoroughly clean exhaust fans and vents.
- Spot clean and hot rinse showers, thoroughly clean showers and bathroom fixture including commodes.
- Replace naphthalene balls/urinal cubes.
- Remove all wetness on floor and slabs.
- Check for odour quality.
- Use air-fresheners and deodorizers.
- Paper bins would be cleaned and sanitized.
- All washroom dustbins would be thoroughly cleaned and sanitized.
- Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect.

<p><b>iv. Fixtures, fittings and Furniture (All Areas including offices)</b></p> <ul style="list-style-type: none"> <li>• Wipe with neutral detergent cloth and spot clean.</li> </ul>
<p><b>v. Low level surfaces</b></p> <ul style="list-style-type: none"> <li>• Wipe all surfaces with neutral detergent cloth, spot clean and remove any obvious stains.</li> </ul>
<p><b>vi. High level surfaces</b></p> <ul style="list-style-type: none"> <li>• Wipe all surfaces with neutral detergent cloth, spot clean and remove any obvious stains.</li> <li>• Remove cobwebs as they appear.</li> </ul>
<p><b>vii. Ceiling</b></p> <ul style="list-style-type: none"> <li>• Remove cobwebs as they appear.</li> </ul>
<p><b>viii. Walls skirting</b></p> <ul style="list-style-type: none"> <li>• Wash with a neutral detergent.</li> </ul>
<p><b>ix. Hard Floors</b></p> <ul style="list-style-type: none"> <li>• Thoroughly sweep with a dust mop.</li> <li>• Wet mop with a neutral detergent, removing all marks, stains. Buff with a polisher.</li> <li>• Vacuum sliding door tracks. Thoroughly vacuum with a filtered machine, details corners, edges and sliding door tracks, Spot vacuum, remove stains, spillages etc.</li> <li>• Any chair, trash receptacles, and easily moveable items, shall be moved to vacuum underneath, and then replaced in the original position.</li> <li>• Pest Control (Tables and Wardrobes)</li> </ul>
<p><b>x. Mandatory Services on Holidays</b></p> <ul style="list-style-type: none"> <li>• Adequate nos. of housekeeping personals shall be provided.</li> <li>• Cleaning and mopping of lobby and staircase areas of all floors.</li> <li>• Cleaning of workstation areas in each floor.</li> <li>• Cleaning of duct area of each floor and backside of Toilet's duct areas.</li> <li>• Cutting, Removing &amp; disposal of growing plants, vegetation etc., over all around exterior walls and near toilet fixtures.</li> <li>• Cleaning of top floor terraces and other small terraces in each floor.</li> <li>• Checking and cleaning of all gully trap in each toilet.</li> </ul>

2.1.1 Manpower Requirement

The bidder shall have the following minimum manpower to manage the facility efficiently and effectively at Odisha State Housing Board Office Building:

SN	Description	Qty
----	-------------	-----



1	Supervisor	01
2	Cleaner	06
3	Sweeper	06
<b>Total</b>		<b>13</b>

2.1.2 In case of additional manpower requirement, OSHB can ask selected BIDDER to provide additional manpower. Selected BIDDER has to provide the additional manpower as per the requirement raised. At the agreement rate if there is no agreement, selected BIDDER will submit a quotation to Authority within 7 days of request for additional manpower. Authority shall review the quotation and can call selected BIDDER for negotiation. The payment will be done based on rates mutually agreed by both parties.

## 2.2 SERVICE LEVEL REQUIREMENTS

### A. DAILY SERVICES:

S.No	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	2 Times/ Day	1 Day	500/Day
2	Cleaning of Toilets as per defined scope of work	2 Times/ Day	1 Day	500/Day
3	Cleaning of dustbins/waste bins and disposing the same up to the main container or garbage collection point.	1 Time/Day	Compulsory	1000 /Day
4	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the central government or local authority.	Once/Day	Compulsory	1000/Day
5	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors,	Once/Day	1 Day	1,000/Day

S.No	ServiceLevelRequirement	Minimum Requirement	Non-Compliance Limit	Penalty rate (INR)
	keyboards,faxmachineandphotocopier etc.,telephoneinstrument,pedestalfans.			
7	Cleaning of windows from inside & outside in office, passagesandcorridorsandallglass façade in the building.	Once/Day	1 Day	1,000/Day
8	Sweeping,wetmopping,dustbin ofstairsincludingground, basement), External Stairs, inside Elevator / Lift, Exhibits & Artifacts, Driveway and compound area.	Once/Day	1 Day	1,000/Day
9	CleaningandUpkeepofserviceand maintenance areas	Once/Day	1 Day	1,000/Day
<b>B. MONTHLY SERVICES</b>				
<b>DRAIN and SEWER System</b>				
1	Cleaning soil etc. (Properly removingof mud on the bed)	As & when required	1 / Month	1,000/Month
<b>C. SERVICE AS AND WHEN REQUIRED</b>				
<b>PEST Control</b>				
1	RodentControl	As and when required		INR 1,000/per demand
2	FlyControl	As and when required		INR 1,000/per demand
3	MosquitoControl	As and when required		500/Day

**D. (2.) Reporting** The selectedbiddershallestablishaMISsystemforreporting. Theslected biddershallsubmitthefollowingreports within the stipulated time to the Authorized Officer of the Authority:

- a. InitialReviewReport.
- b. MonthlyReports.
- c. DeploymentReport;and
- d. AttendanceReports
- e. Statutorycomplianceintimationreport

**E. OBLIGATIONS**

- a. The Bidder shall provide the above minimum manpower to efficiently and effectively manage the facility. However, Bidder shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfill the scope of work for the Housekeeping and Sanitation services at its own cost.
- b. Manpower related to following services are also required to be deployed from 09:00 AM to 18:00 PM shift.
  - i. Technical Services requiring the following technician: Supervisor and any other personnel required for smooth functioning of the project.
  - ii. Housekeeping
- c. The impact of additional requirement of manpower for reliever, shift wise, leaves and off days shall be taken into account by the bidder in financial bid.
- d. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- e. The tentative duration of working hours/operational hours of memorial will be 8 hours, subject to finalization of timings by the client to be conveyed at the time of signing of agreement.
- f. Police verification of the manpower deployed by the contractor should be complete and client can ask to share the information with the many times, if required.
- g. State minimum wages will be applicable for manpower deployment.

**F.** For additional manpower requirement on temporary basis, bidder shall indicate daily cost separately for such manpower in the format provided as Annexure to Financial bid format. Bidder would provide such temporary manpower on receiving written request from Authority for the same. Cost for such temporary manpower shall not be added to financial bid or used for financial ranking of bidders.

**G. Exclusions**

- i. Annual Maintenance Contract (AMC) of equipment's installed by the Authority, as per list provided in RFP
- ii. Improvement of Refurbishments like Periodical Painting etc.,
- iii. Statutory Payment to Govt. Bodies,
- iv. Goods & Services Tax as applicable.
- v. Insurance for Building, Fire, Equipment's (other than Preventive & Breakdown Maintenance) & Third-party Insurance excluding Housekeeping and Sanitation service Personnel, their Equipment's & their Deployed Manpower and due to negligence attributed to bidder/contractor during Operation & Maintenance or otherwise processing. Necessary guidance and documentation will be carried out by the selected bidder.

Note: In all the cases, instructions of the Engineer in charge to be carried out promptly and effectively.

**2.3 LIST OF CONSUMABLES TO BE USED**

1. List of Consumables

The tentative list of the consumables to be used at the facility is as below. However, the

exhaustive list of consumables is to be provided by the selected bidder in his submission. The selected bidder shall use the Godrej/Johnson/Taski/Hindustan Unilever/Manufacturing Brand approved by Authority, for the listed consumables. The selected bidder 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. Brass
  - vii. R1 (Bathroom Cleaner)
  - viii. R2 (Glass Cleaner/Colin)
  - ix. R4 (Furniture Cleaner)
  - x. R6 (Toilet Cleaner)
  - xi. D-7 (Stainless Steel Polish)
  - xii. Garbage Bag
  - xiii. Hit/Baygon/Mortein Spray
  - xiv. Binliners
  - xv. Odonil
  - xvi. Urinal Cubes
  - xvii. Hand Wash Liquid
  - xviii. Toilet Roll Paper
  - xix. Tissue Box – premier for cabin use
  - xx. Hand Towel-Tissue Paper-C-Fold
  - xxi. Dettol Antiseptic
  - xxii. Lemon floor liquid
2. The floor is to be cleaned with the use of phenol. Weekly cleaning of the lobby, staircase, and other open spaces is mandatory.
  3. Room spray/ lato spray air freshener in toilets, rooms, and attached toilets.
  4. Naphthalene balls are to be used in urinals regularly.
  5. Garbage bags should be provided to each room
  6. Odonil to be used in each individual toilet
  7. The hand wash liquid of reputed brands to be supplied to each individual toilet
  8. Tissue boxes are to be provided in each toilet and common areas as well.
  9. The consumable product makes to be approved by the OSHB
  10. Each attached toilet is to be provided with a Bucket, Mug, Hand wash liquid, Odonil, Soap, garbage bag etc. time to time. or as per the requirement of the user.
  11. Each chamber to be provided with Room freshener, garbage bag etc., as per requirement.

12. Freshener to be applied to Lobby area & common areas on each daytime to time.
13. The brand of consumables may change as per the requirement of the user.

**In case of not supplying the adequate quantity of consumables & not using the consumables as approved by OSHB, then OSHB have the right to procure the same and cost thereof will be recovered from the agency.**

## 2.4 LIST OF PLANT AND EQUIPMENT

To be deployed on the contract work by the successful bidder during project execution (Minimum Requirement)

Sl. No.	List of plants and equipment	Requirement
(i)	Commercial vacuum cleaner	2No.
(ii)	High pressure jet cleaning machine	1No.
(iii)	Puzz machine to clean chairs and sofas	2No.
(iv)	Floor scrubber/polishing machine	2No.
(v)	Wringer Mop Trolley	3No.

- The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work. The copies of invoice of equipment & machineries in support of ownership to be submitted to OSHB. The copies of lease Agreement of equipment & machineries in support of ownership also to be submitted.
- The details of equipment mentioned above must be included in Schedule - A and clearly indicated as "Owned/leased."
- In case of a major repair to any of the equipment mentioned, the agency shall repair or purchase similar equipment within three calendar days.
- The above list is not exhaustive. All other machinery/equipment as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

### **Schedule – A: List of equipment deployed by the agency providing Housekeeping and Sanitation Services**

Sr. No.	Name of equipment	Equipment provided (No.)	Details of Equipment			Remarks
			Capacity	Owned /Leased	Age / condition	
	(1)	(2)	(3)	(4)	(5)	(6)

## SECTION - III: SCHEDULE OF REQUIREMENTS

### 3.1. ABOUT THE FACILITY

3.1.1. Operator for providing Comprehensive Housekeeping and Sanitation Services to Odisha State Housing Board (OSHB) building in Sachivalaya Marg, Kharvela Nagar, Bhubaneswar for the period of **1 year**. The facility covers a tentative area of about **28,988 Sqft**. The floor-wise area break-up details are as follows:

Floor in OSHB Building	sqft
Ground Floor	3,772.00
1 <sup>st</sup> Floor Area	3,772.00
2 <sup>nd</sup> Floor Area	3,772.00
3 <sup>rd</sup> Floor Area	3,772.00
7 <sup>th</sup> Floor Area	3,772.00
8 <sup>th</sup> Floor Area	3,772.00
9 <sup>th</sup> Floor Area	3,772.00
Basement Area	2,584.00
<b>Total Built-up Area</b>	<b>28,988.00</b>

3.1.2. Operator has to maintain toilet (Male/Females) facilities clean and hygienically. The details of total number of toilets will be provided here under:

Toilet Type	Nos
Common Toilets	16
Attached Toilets	13
<b>TOTAL</b>	<b>29</b>

Note: The figures provided may vary and the bidder will have no claim, if any addition of toilets thereof in future.

### 3.2. FACILITY AREA

3.2.1. The Facility Area where services of bidder are required shall include all areas within the OSHB building including but not limited to all built-up areas, basements. 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 comprehensive Housekeeping and Sanitation services timely and successfully.

### 3.3. PURPOSE

3.3.1. Odisha State Housing Board ("the Authority"), an implementing agency, invites proposals from all interested Bidders/Agencies for House Keeping Services Sanitation.

The Broad Scope of services required as below:

- a. Housekeeping and Sanitation services,
- b. Waste Management,
- c. Pest control
- d. Coordination with other service providers

Please refer Section -II for detailed scope of work, Section - III for details of various spaces.

### **3.4. DURATION OF SERVICES**

- 3.4.1. Initial contract period is 01 (One) years.
- 3.4.2. After completion of contract period of 01 (one) years on satisfactory performance of the vendor, the contract may be renewed on the basis of Authority's decision, on same or mutually agreed amended terms & conditions.
- 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 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 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 TO MANPOWER ENGAGED BY THE SELECTED AGENCY**

- 3.5.1. The selected agency shall comply with all the legal requirements and provisions under Minimum Wages Act, 1948 including obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC, GST etc. as may be applicable.
- 3.5.2. Selected agency shall monitor the attendance of all manpower appointed and accordingly release their salaries every month.
- 3.5.3. In addition to the monthly wages, contribution towards EPF, ESI, etc. (employee's contribution employer's contribution) towards the eligible staff engaged by the agency shall be paid as applicable by the agency at the Government prescribed rates and shall deposit the prescribed contribution (employee's contribution /employer's contribution) well in time for the account of the concerned employee/manpower.

### **3.6. PAYMENT TERMS**

- 3.6.1. The payment for the entire services will be done on equal monthly installments basis during contract period.
- 3.6.2. All reporting requirement and copy of the routine works to be submitted along with the Bills. Performance of the bidder shall be monitored by the Authority appointed officials.
- 3.6.3. All statutory dues as per prevailing norms will be deducted from monthly bill.
- 3.6.4. The tax invoice to be produced along with each bill.

## SECTION – IV: KEY CLAUSES OF SERVICE AGREEMENT

### 4.1. SUB-CONTRACTING

- 4.1.1. The selected bidder may sub-contact any portion of work with the approval of the Authority but shall not assign the contract without the approval of the OSHB in writing. Sub-contracting does not alter the bidder's Obligations and responsibilities under the contract.

### 4.2. MATERIALS, MACHINERY & EQUIPMENT

- 4.2.1. The selected bidder shall arrange and supply at his own cost all manpower, material, machinery, equipment, tools, appliances, 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 Authority 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.
- 4.2.2. The selected bidder shall bear all the taxes including transportation, loading, safe custody against the damage due to sun, rain, dampness, fire, theft, etc.
- 4.2.3. The selected bidder 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 whatsoever. 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.
- 4.2.4. 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.
- 4.2.5. Storage of the material should be as per approved norm & sole responsibility of the selected bidder. OSHB will not provide any space for storage of materials. 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.

### 4.3. LABOUR

- 4.3.1. The selected bidder shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 4.3.2. The selected bidder shall, if required by the Authority, deliver to the Authority, in such form and at such intervals as the authorized 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.

### 4.4. COMPLIANCE WITH LABOUR REGULATIONS

- 4.4.1. 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 thereunder, 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.



4.4.2. 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/rules/made thereunder, 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 bidder, the Engineer/Employer shall have the right to deduct any money due to the selected bidder 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.

4.4.3. The employees of the selected bidder and the Sub-Contractor in no case shall be treated as the employees of the OSHB at any point of time.

#### **4.5. STATUTORY COMPLIANCE**

4.5.1. The Firm shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Employees Provident Fund (EPF) workman compensation Act, Minimum Wages Act contract labour (Regulation & obligation) act and all other applicable to labour enactment the Firm shall produce them to Client as and when required.

4.5.2. The Firm shall alone be responsible for complying with statutory and prescribed rules and regulation to obtain license, permissions, certificates, registrations for maintenance services of OSHB. The Firm shall furnish with copies of all such license, certificates etc. as and when demanded by the client.

4.5.3. The Firm / selected bidder shall alone be responsible for the payments of wages and all other statutory payments / legal dues to its employees deployed under this Agreement.

4.5.4. In the event of the Firm fails to comply with any of the provisions of the statutes applicable to them and if the client happens to incur any expenditure including but not limited to deferred any litigation or in compounding the default or in the part of the Firm in complying with the said provisions, the Firm shall indemnify the client to the extent of such expenditure and all other damages, losses as may estimate by the client to the Firm or may take appropriate action to recover the same from the Firm such as expenditure / expenses / claims as assessed by the client will be realized from the bills payment to the contractor.

4.5.5. The Firm shall provide First Aid facilities at the workplace according to the contract labour (Regulation & Abolition) act 1970 and ESI Act 1948.

#### **4.6. INSURANCE**

4.6.1. The selected bidder shall provide, in the joint names of the Employer and the selected bidder, 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:

4.6.1.1. loss of or damage to the Works, Plant and Materials;

4.6.1.2. loss of or damage to Equipment;

4.6.1.3. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

4.6.1.4. Personal injury or death.

- 4.6.2. Policies and certificates for insurance shall be delivered by the selected bidder 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.
- 4.6.3. If the selected bidder 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.
- 4.6.4. Alterations to the terms of insurance shall not be made without the approval of the Authority.
- 4.6.5. Both parties shall comply with any conditions of the insurance policies.

#### **4.7. SAFETY**

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

#### **4.8. TAXES**

- 4.8.1. GST, as applicable is to be deposited by the selected bidder, shall be reimbursed by OSHB to the bidder, after deducting TDS on GST.
- 4.8.2. As a condition, precedent for reimbursement of the GST, the selectedbidder shall provide a valid GST registration number issued by the concerned Statutory Authority.
- 4.8.3. The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the selected bidder from Authority shall be solely borne by the bidder. The selectedbidder 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.
- 4.8.4. However, towards compliance with the applicable Tax laws, Authority shall deduct TDS on applicable taxes from the payments to be made by Authority to selectedbidder and the selectedbidder shall not object to the same.

#### **4.9. LIQUIDATED DAMAGES**

- 4.9.1. The selectedbidder 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 selectedbidder.
- 4.9.2. 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 5% of the amount of contract per month of further default subject to maximum limit as defined in the Contract Data.

#### **4.10. COST OF REPAIRS**

4.10.1. 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 selected bidder at his cost if the loss or damage arises from the acts or omissions or damage to main work.

#### **4.11. MANUALS & REGISTERS**

4.11.1. The Bidder 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.

4.11.2. If the bidder 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 selected bidder.

#### **4.12. FORCE MAJEURE**

**Force Majeure Event:** Force Majeure Events 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) Radioactive 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 bidder; provided the same has not resulted from an act or default of the Bidder or such person;

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

#### **4.13. TERMINATION**

4.13.1. 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.

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

a) Breach of contract by bidder

- i. the bidder 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 bidder 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 bidder fails to correct it within a reasonable period of time determined by the authorized representative of the Authority;
- iv. the bidder does not maintain a security which is required;
- v. the bidder 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 bidder, 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 bidder is a partnership firm or any other such legal entity having more than one constituent, the bidder 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 bidder shall not be diluted or varied during the subsistence of Contract.
- viii. The bidder shall not engage the services of any Sub-contract for the purposes of discharging obligation under the Contract without approval of the Authority.
- ix. If the bidder, having been given a notice in writing by the Authority, fails to rectify, reconstruct or replace any defective work or continues the service in an inefficient, improper, unworkman like manner or not in accordance with sound practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the bidder 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 bidder 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 bidder within 30 days of the date of certification by the Authorized representative of the Authority.

4.13.3. If the Contract is terminated, the bidder shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

4.13.4. 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 bidder shall have no claim against the Employer in this regard.

#### **4.14. PAYMENT UPON TERMINATION**

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

4.14.2. 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 selected Bidder and available at site, the reasonable cost of removal of Equipment, repatriation of the Bidder's personnel employed solely on the Works, and the selected Bidder's costs of protecting and securing the works and less advance payment received up-to 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.

4.14.3. No Compensation for Alteration in or Restriction in Works

4.14.4. 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 selected Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

#### **4.15. DEDUCTION FOR NON-PERFORMANCE**

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

4.15.2. 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.

#### 4.16. OBLIGATIONS OF CONTRACTOR

##### 4.16.1. General

###### A. Standard of Performance

The selected Bidder 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 Bidders shall at all the time support and safeguard the Authority's legitimate interest in any dealings with the other parties.

###### B. Law governing Services

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

###### C. Conflict of Interest

The selected Bidder 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. Selected Bidder not to benefit from commissions discounts, etc.

i. The payment of the Bidder pursuant to RFP hereof shall constitute the Bidder's only payment in connection with this Contract and, the selected Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection

with activities pursuant to this Contractor in the discharge of its obligations hereunder, and the selected Bidder shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.

###### ii. Furthermore, these selected

Bidders shall comply with the Authority's applicable procurement guidelines for procurement of goods, works or services.

###### b. Selected Bidder and affiliates not to be otherwise interested in Project

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

###### c. Prohibition of conflicting activities

The selected BIDDER 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 selected Bidder 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 Bidder and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the selected Bidder

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

The liability of the selected Bidder shall be as per the scope of work defined in Section – II and Section – III.

F. Selected Bidder's actions requiring Authority's prior approval

The selected Bidder shall obtain the Authority's prior approval in writing before taking any of the following actions

- i. Any change or addition to the Personnel listed as key professionals under the Scope of Work, Section – II.
- ii. Any change in equipment / material in respect of make, quality or other criteria, which the selected Bidder furnished in Section - II.

#### 4.17. OBLIGATION OF THE AUTHORITY

##### 4.17.1. Assistance and exemptions

Authority shall assist the selected BIDDER 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 Section - II. Such assistance shall not be considered as Authority's obligation.

##### 4.17.2. Access to Land

The Authority warrants that the selected Bidders shall have, free of charge, unimpeded access to all and 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 Bidder and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of selected Bidder or Personnel or any affiliate of them.

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

##### 4.17.4. Services, facilities and property of Authority

The Authority shall make available to the selected Bidder 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, Section – II.

#### 4.17.5. Payment

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

#### 4.17.6. OfficeSpace

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

#### 4.17.7. MiscellaneousCost

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

#### 4.17.8. BasicUtilities

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

### **4.18. EXTENSION/RENEWAL OF CONTRACT**

4.18.1. 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 selected Bidder.

4.18.2. The extension or renewal of the contract shall be as per the mutually agreeable terms and conditions worked out between the Authority and selected Bidder. However, Authority is not bound to consider any such extensions.



## SECTION -V: TECHNICAL BID

### FORM-T1:COVERING LETTER

*(On the letterhead of the Bidder)*

[Location, Date]

To,  
Administrative Officer (Grievance Cell),  
Odisha State Housing Board,  
Sachivalaya Marg, Kharvela Nagar,  
Bhubaneswar, Odisha 751001.

**Sub:** Selection of Agency for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board (OSHB) Office Building, Bhubaneswar

Dear Sir,

With reference to your Request for Proposal dated \_\_\_\_\_, I/we *[Name of Individual Bidder]*, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for Selection of Agency for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board Office Building in Sachivalaya Marg, Kharvela Nagar, Bhubaneswar.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
  - a. I/We have examined and have no reservation to the RFP Documents, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest in accordance with the prescriptions in the RFP Document.

- c. I/We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Public Procurement Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor / agency, without incurring any liability to the Bidder in accordance with the RFP document.
  7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
  8. I/We declare that *[we are/we are not]* a Member of any Consortium/JV applying for Selection as Contractor.
  9. I/We declare that we shall not engage the services of any Sub-FMC for the purposes of discharging entire obligation under the Contract without approval of the Authority.
  10. I/We declare that no part of work is subcontracted to any other agency/firm/company etc. [In case of Subcontracting, we will share details with roles and responsibilities of Sub-contractors in brief].
  11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our Employer or any of our Directors/Managers/ employees.
  13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Contractor or in connection with the Public Procurement Process itself in respect of the above-mentioned Project.
  14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
  15. I/We agree to keep this offer valid for 120 (One hundred and Twenty Days) days from the Proposal Due Date specified in the RFP.
  16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
  17. In the event of my/our firm/ consortium being selected as the Contractor, I/we agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  18. I/We have studied this RFP and all other documents associated with this RFP carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the

RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Public Procurement Process including the award of works.

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

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

21. I/We are furnishing following copies of original documents as attachment to this letter:

- a. the principal place of business
- b. The place of incorporation (for Bidders who are corporations) or the place of registration and the nationality of the owners (for Bidders who are partnerships or Sole Proprietorship firms).

22. We state that our proposal is unconditional.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

**FORM-T2: INFORMATION ABOUT THE BIDDER**

**A. BIDDER'S ORGANISATION INFORMATION**

1. Title of Project:

**Selection of Agency for Providing Comprehensive Housekeeping and Sanitation Services in Odisha State Housing Board Office Building, Bhubaneswar.**

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

3. State the following:

a) Name of Company or Firm:

b) Country of incorporation:

c) Registered address:

d) Year of Incorporation:

e) Year of commencement of business:

f) Principal place of business:

g) GST Registration Number:

h) PAN Number:

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

4. Details of authorized signatory of the Bidder:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Phone No.:

f) E-mail address:

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

a) Name:

b) Designation:

c) Address:

d) Telephone No.

e) E-mail address:

f) Fax No.

6. Bidders shall enclose copy of EPF, ESI and Labor License.

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Applicant Firm:

**Form -T3: FINANCIAL TURNOVER OF THE BIDDER**

**{NAME OF THE BIDDER}**

**FINANCIAL TURNOVER**

<b>S. No.</b>	<b>Financial Year</b>	<b>Turn over amount (in INR)</b>	<b>Annual Average Turnover (in INR)</b>
1.	2019 -2020		
2.	2020-2021		
3.	2021-2022		
4.	2022-2023		

Note: Certified copies to be attached of Balance Sheet, Profit & Loss account and Tax audit Report of Last three years.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Applicant Firm:

**Note:** In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

**FORM-T4: ELIGIBLE ASSIGNMENTS OF BIDDER OF SIMILAR WORKS**

A. Name of the Bidder:

B. Details of Projects Undertaken for Housekeeping and Sanitation Services with minimum project duration equal to or greater than one year (Please provide information in the format given below)

Sl. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of project	Date of project completion (For ongoing projects exceeding duration of one year, please mention end date as per the recent contract)	Total area of the Project(Built Up area in sq. ft.)	Designation wise number of manpower engaged in the project	Description of services provided
1	2	3	4	5	6	7	8
A							
B							

#The Bidder should provide information of only those projects undertaken by the Bidder directly. The true scan copies of work order / contract agreement showing the information mentioned above shall be included in the technical proposal document.

*Certificate from the Statutory Auditor/ Chartered Accountant* certifying that the information contained in Column-6 and 8 above is correct as per the accounts of the Bidder and/or the clients.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

**Note:** The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

**FORM-T5: POWER OF ATTORNEY**

*(On a Stamp Paper of relevant value)*

**POWEROFATTORNEYFORAUTHORISEDSIGNATORY**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Selection of Agency for "Selection of Agency for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board (OSHB) Office Building", Bhubaneswar.

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested Executant

**Notes:**

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



**FORM T6: BIDSECURITY**

Bidders shall have to submit Bid Security / EMD in shape of Demand Draft of **Rs. 50,000/-** in favour of **“Orissa Housing Board Fund”** payable at “Bhubaneswar”.

**FORM-T7: UNDERTAKING**

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

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the last 5 years.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Applicant Firm:

**FORM-T 8: ANTI COLLUSION CERTIFICATE**

**Anti- CollusionCertificate**

*(On letterhead of Bidder)*

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

Dated this..... Days of.....2023.....

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

Date of receipt of RFP documents.....

**SECTION - VI: FINANCIAL BID**

**Form F1: FINANCIAL PROPOSAL SUBMISSION FORM**

*(On the letterhead of the Bidder)*

[Location, Date]

Administrative Officer (Grievance Cell),  
Odisha State Housing Board,  
Sachivalaya Marg, Kharvela Nagar,  
Bhubaneswar, Odisha 751001.

**Sub:** Selection of Agency for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board (OSHB) Office Building, Bhubaneswar

Dear Sir,

We, the undersigned, are pleased to provide our offer for Providing Comprehensive Housekeeping and Sanitation Services for Odisha State Housing Board Office Building in Sachivalaya Marg, Kharvela Nagar, Bhubaneswar, in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal.

Our Financial Proposal is Rs. \_\_\_\_\_ (In \_\_\_\_\_ words \_\_\_\_\_) for Annual Comprehensive Facility Management Cost for first year of contract which is inclusive of all statutory dues and taxes, except GST which shall be payable extra as per GST Act.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the Proposal, i.e., 120 days from the date of submission of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address:

**Form F2: SUMMARY OF COSTS**

<b>S.no</b>	<b>Item</b>	<b>Amount (INR)</b>
1.	Remuneration of the Staff deployed	
2.	Cost of Supplies/ overheads/ consumables	
3.	Other expenses (service charge, others)	
	<b>Total yearly cot (1+2+3) in INR</b>	
	<b>In words</b>	

**Note:**

1. Financial bid would mean Annual Comprehensive Housekeeping and Sanitation services Cost for the 1st year payable to the selected bidder/agency.
2. For the purpose of evaluation, the cost shall be considered excluding GST. Applicable Goods & Services Tax (GST) as per actual shall be reimbursed on production of proof.
3. This RFP is for providing comprehensive facility management services as per the Service Level Requirements. The manpower indicated by the Authority in this RFP is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment, and consumables, etc. required for providing all services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid.

**Form F3: REMUNERATION OF THE STAFF DEPLOYED**

<b>Solano</b>	<b>Key Personnel</b>	<b>Man-months during assignment period of 12 month</b>	<b>Total Man-month</b>	<b>Billing Rate (in INR)</b>	<b>Amount (in INR)</b>
1	Supervisor	1 X 12	12		
2	Cleaner	6 X 12	72		
3	Sweeper	6 X 12	72		
	<b>Total</b>				

**SECTION - VII: BID SUBMISSION CHECKLIST**

<b>S.no</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>	<b>Page No.</b>
<b>TECHNICAL BID (ORIGINAL)</b>			
1.	Covering Letter in Bidders Letter Head (FORM -T1)		
2.	Bid Processing Fee		
3.	Information about the Bidder (FORM-T2)		
a.	Copy of Incorporation / Registration Certificate of the Bidder		
b.	Copy of PAN		
c.	Copy of GSTIN		
d.	Copies of Income Tax Return for the last three Assessment years and copy of last GST monthly return i.e. GSTR-1 and GSTR-3B.		
e.	Copy of Valid EPF & ESI Certificate		
4.	Financial Capabilities of Bidder (FORM-T3)		
5.	Eligible Assignments of Bidder of Similar Work (FORM-T4)		
6.	Power of Attorney on Stamp paper (FORM – T5)		
7.	Bid Security / EMD (FORM-T6)		
8.	Anti-Collusion Certificate on letter head of Bidder (FORM-T6)		
9.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the last 5 years (FORM-T7)		
10.	Bid Submission Checklist (Section – VII)		
<b>FINANCIAL BID (ORIGINAL)</b>			
11.	Financial Proposal Submission Form on letter head of the bidder (Form - F1)		
12.	Summary of Costs (Form -F2)		
13.	Remuneration of the staff Deployed (Form -F3)		

It is to be ensured that:

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

Authorized Signatory [In full and initials]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

**Note:** The Bidder should submit duly filled in Bid Submission Checklist along with Technical Proposal in Cover-I.



## SECTION - VIII: SERVICE AGREEMENT

(To be made on Rs. 100.00 Non-Judicial Stamp Paper)

This SERVICE AGREEMENT is made on \_\_\_\_\_ between, \_\_\_\_\_ (hereinafter called as the "Authority") of the 1<sup>st</sup>Part and \_\_\_\_\_ its principal place of business at \_\_\_\_\_ (hereinafter called the "Service Provider") of the 2<sup>nd</sup>Part.

### WHEREAS

- a) the "**Service Provider**", having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: \_\_\_\_\_, Dated: \_\_\_\_\_ issued by the Authority;
- b) the "**Authority**" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - Appendix A: The General Conditions of Contract.
  - Appendix B: The Scope of Work.
  - Appendix C: Contract Price and Payment Term.
2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
  - a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
  - b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

### 3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank

Account to the Authority within 7days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

**4. Now this agreement witnesses as below: -**

- a) That in consideration of the payment to be made by the “Authority” to the “Service Provider”, the “Service Provider” hereby agrees with the “Authority” to provide manpower resources to be engaged in the [Insert the location] in conformity with the provisions of the terms and conditions of the contract.
- b) That the “Authority” hereby further agrees to pay the “Service Provider” the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to \_\_\_\_\_.

*For and on behalf of [Tender Inviting Authority]*

Witness 1:

Witness 2:

*For and on behalf of [SERVICE PROVIDER]*

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

**PERFORMANCE GUARANTEE FORMAT**

To

NAME & ADDRESS OF THE  
TENDER INVITING AUTHORITY

**WHEREAS** \_\_\_\_\_ (Name and address of the Service Provider) (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to undertake the service..... (Description of services) (Here in after called “the contract”).

**AND WHEREAS** it has been stipulated by \_\_\_\_\_ (Name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the Service Provider such a bank guarantee.

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_ year. Our branch at \_\_\_\_\_ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \_\_\_\_\_ branch a written claim or demand and received by us at our \_\_\_\_\_ branch on or before Dtd: \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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