



**RFP for Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at
HUMA and GHANTESWARI TEMPLE in Sambalpur District**

District Collectorate, Sambalpur

March 2026

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A. Notice Inviting Tender

DISTRICT COLLECTORATE, SAMBALPUR

Reference No: 244/TDO, SBP

Dated: 25.03.2026

District Collectorate, Sambalpur, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from Reputed Agencies for **“Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and GHANTESWARI TEMPLE in Sambalpur District.”**

1. Data Sheet

Sr. No.	Activity Description	Details
1.	Name of the RFP	Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and GHANTESWARI TEMPLE in Sambalpur District
2.	Type of RFP	Open Tender
3.	Mode of tendering	Hard copy submission
4.	Method of Selection	Quality Cum Cost Based Selection (QCBS) Technical: Financial 70:30
5.	Bid Validity Period	90 days
6.	Bid Start Date	Date: March 25, 2026; Time: 11:00 AM
7.	Bid Due Date	Date: April 07, 2026; Time: 5:00 PM
8.	Date and Time for opening of bids	April 08, 2026 at 4:30 PM
9.	Date and Time for Technical Presentation*	April 09, 2026 at 4:30 PM Or Will be informed later
10.	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
11.	Signing of agreement	Within 07 days of acceptance of LoA
12.	Tender Document Cost / Bid Processing Fee (non-refundable)	Amount: INR 2,000/- (Rupees ten thousand only) in DD/ Banker's Cheque only in favor of Tourist Officer, Sambalpur payable at Sambalpur. DD should reach Tourism Development Office, Sambalpur (Addressed to: Tourist Officer, Sambalpur on or before the Bid Due Date by registered post/courier/by hand
13.	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR 50,000/- (Rupees fifty thousand only) through Demand Draft drawn in favor of “Tourist Officer, Sambalpur” payable at Sambalpur”. The EMD shall be valid for 30 days beyond the Bid Validity period.
14.	Address of Tendering Authority	_____

The interested bidders should submit their hard copy of bids only at the address :- **Tourism Development Office, Sambalpur, Near Bhutapada Chowk, Panthanivas Complex, Sambalpur-768001**

District Collectorate, Sambalpur reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

Sd/-
Collector, Sambalpur

B. Disclaimer

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by District Collectorate, Sambalpur to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by District Collectorate, Sambalpur. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for District Collectorate, Sambalpur to consider the needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify 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.
3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. District Collectorate, Sambalpur accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. District Collectorate, Sambalpur , its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
5. Neither District Collectorate, Sambalpur nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. District Collectorate, Sambalpur 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.
6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify District Collectorate, Sambalpur immediately at the following address:
Address- Tourism Development Office, Sambalpur
Near Bhutapada Chowk, Panthanivas Complex, Sambalpur-768001
Email- oritoursambalpur@gmail.com
- ~~7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.~~

8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.
10. District Collectorate, Sambalpur may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal of District Collectorate, Sambalpur
11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by District Collectorate, Sambalpur . Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of District Collectorate, Sambalpur with respect to this RFP.
12. District Collectorate, Sambalpur reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the proposals at any stage of the RFP process without assigning any reasons. The decision of District Collectorate, Sambalpur shall be final and binding in this regard.
13. Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by District Collectorate, Sambalpur . Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. District Collectorate, Sambalpur 's decision in this regard shall be final and binding on the bidder.
14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

C. Abbreviations

BG	Bank Guarantee
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract

D. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either District Collectorate, Sambalpur or to the Bidders;
2. **“Authorized Signatory”** means the designated person of the Agency authorized to represent the Agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the Agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by District Collectorate, Sambalpur and the Financial Bid, submitted strictly in the formats provided by District Collectorate, Sambalpur . The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by District Collectorate, Sambalpur ;
4. **“Bidder”** or **“bidder”** or **“Agency”** or **“Service Provider”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/Agreement with District Collectorate, Sambalpur ;
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 11 of the Data Sheet. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to District Collectorate, Sambalpur non-refundable amount (“Bid Processing Fee”), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
8. **“EMD”** means the amount submitted by a Bidder to District Collectorate, Sambalpur for participating in the Bidding Process.
 - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form of demand draft.
 - Any bidder that does not submit the EMD shall be rejected by District Collectorate, Sambalpur , as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted. EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.

9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 90 (ninety) days from the Bid Due Date, as given in the Data Sheet. Any bid with a shorter validity period shall be rejected by District Collectorate, Sambalpur .
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LOA)”** means the official written intimation by District Collectorate, Sambalpur notifying the Preferred Bidder/ Agency that the work has been awarded in its favor as per the terms and conditions mentioned therein;
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal” or “RFP” or “RFP Document” or “RFP Paper” or “RFP Documents” or “Bid Documents”** means documents issued by District Collectorate, Sambalpur vide RFP No. dated for **Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and GHANTESWARI TEMPLE in Sambalpur District** and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
 - a) This RFP document;
 - b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by District Collectorate, Sambalpur subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);
14. ~~**“Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Data Sheet hereof between District Collectorate, Sambalpur , and the bidders for clearing doubts if any;~~
15. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
16. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
17. **“District Collectorate, Sambalpur ” or “Tourism Development Office, Sambalpur”** shall mean the District Collectorate, Sambalpur , having its office at Sambalpur.
18. All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

E. Instructions to Bidders

1. **Cost of Bid:** 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 District Collectorate, Sambalpur or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and District Collectorate, Sambalpur 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.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents shall be shared with the agencies via the District Collectorate, Sambalpur website. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
5. **Bid Processing Fee:** The bidder shall pay to District Collectorate, Sambalpur a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. **Earnest Money Deposit (EMD):** "EMD" means the amount submitted by a Bidder to District Collectorate, Sambalpur for participating in the Bidding Process.
 - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form of demand draft.
 - Any bidder that does not submit the EMD shall be rejected by District Collectorate, Sambalpur, as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted. EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
7. **Consortiums / Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government Agency.
8. **Preparation of Bids**
 - 8.1. **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.

- 8.2. **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- 8.3. **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.).

9. Clarifications by the Bidders

- 9.1. Bidders requiring any clarification on the RFP document may contact District Collectorate, Sambalpur in writing by e-mail/post/courier within such date as specified in the Data Sheet.
- 9.2. All correspondence for clarifications should be submitted as per the format attached at 'Annexure-I' to the address mentioned in the data sheet in writing by Mail / post / courier.
- 9.3. District Collectorate, Sambalpur shall endeavor to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the District Collectorate, Sambalpur website. However, District Collectorate, Sambalpur reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring District Collectorate, Sambalpur to respond to any query or to provide any clarification.
- 9.4. At any time prior to the Bid Due Date, District Collectorate, Sambalpur may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the District Collectorate, Sambalpur website.

10. ~~Pre-Bid Meeting:~~

- ~~10.1. To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Bid Meeting will be held as per the details provided in Sl. No. 7 of data sheet.~~
- ~~10.2. Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per 'Annexure-I,' if any, to the RFP requirements.~~
- ~~10.3. Bidders may note that District Collectorate, Sambalpur will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as nonresponsive and would be liable for rejection. Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.~~
- ~~10.4. In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the District Collectorate, Sambalpur website.~~
- ~~10.5. Attendance of the bidders at the Pre-Bid Meeting is not mandatory. District Collectorate, Sambalpur will endeavor to respond to all queries received by the scheduled date as per Clause 10.1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.~~
- ~~10.6. No interpretation, revision, or other communication from District Collectorate, Sambalpur regarding this solicitation is valid unless in writing. District Collectorate, Sambalpur may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.~~

11. Format and Signing of Bid

- 11.1.The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 11.2.The bid shall contain no alterations, omissions, or additions except those to comply with an instruction issued by District Collectorate, Sambalpur or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
- 11.3.The proposal shall be properly bound, indexed, and serially numbered.

12. Submission of Bids

- 12.1.The bidder shall submit their offer under two bid-basis, Technical Bid and the Financial Bid. The Financial Bid shall be submitted on the District Collectorate, Sambalpur portal only as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared nonresponsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 12.2.**Technical Bid:** Bidders shall have to submit their hard copy of Technical Bid on the address **Tourism Development Office, Sambalpur, Near Bhutapada Chowk, Panthanivas Complex, Sambalpur-768001**. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.
- 12.3.**Financial Bid:** Bidders shall have to submit their hard copy of Financial Bid at the address **Tourism Development Office, Sambalpur, Near Bhutapada Chowk, Panthanivas Complex, Sambalpur-768001**. in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail. The financial bid shall be submitted in separate sealed envelope. Financial Bid shall comprise of the following:

Service Charge % for all Facility Management and Support Services (General Administration, Housekeeping Services, Hospitality Services, Maintenance Services and Additional Support Services).

The Service Charge quoted shall be inclusive of:

- Profit
- Benefit under Employees Compensation Act wherever applicable
- Insurance
- Administration Expenses
- Interest Cost (if any)
- Contingency
- Conveyance
- Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by District Collectorate, Sambalpur
- Tools and tackles (to be considered for quoting Service charge for Maintenance Services)
- Any other that the Bidder would like to factor to deliver the Scope of work.

12.4.Basic rate for each item should be per unit.

12.5.The basic and total rate should be inclusive of supply, transportation, installation, warranty, maintenance and any other incidental charges.

12.6.Rates should be exclusive of all statutory taxes.

- 12.7.The financial proposal shall be valid for a period of 120 days from the date of opening of the bid. If accepted, the applicable rates shall be valid for a period of 12 months from the date of issue of letter of award. However, owing to special circumstances, District Collectorate, Sambalpur reserves option to have a new rate contract for additional requirement by issuing another tender.
- 12.8.The quantity mentioned in BoQ Sheet is indicative and may be increased or decreased as per actual requirement of District Collectorate, Sambalpur .
- 12.9.The rates quoted shall be applicable for anywhere in the state of Odisha for a period of 12 months from the date of award of order.
- 12.10. In case the preferred bidder is unable to deliver the services mentioned in the scope of work, as per specifications and/or within stipulated time District Collectorate, Sambalpur reserves the right to negotiate with the next preferable bidder.
- 12.11. In case of any dispute arises in regard to the tender, the decision of Collector, Sambalpur will be final and binding.
- 12.12. In case of litigation, the courts at (Sambalpur) only will have the jurisdiction for deciding the case according to Indian law and force.
- 12.13. District Collectorate, Sambalpur taking into accounts past performance of party, reserves the right to reject any tender.
- 12.14. It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of District Collectorate, Sambalpur to order any products offered. The decision of District Collectorate, Sambalpur in this regard would be final and be entirely, at its discretion.
- 12.15. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all the goods or fails to perform any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser. A successful bidder must bid for all the items.

13. Late and Delayed Bids:

- 13.1.Bids must be received no later than the date and time stipulated in the RFP document. District Collectorate, Sambalpur may, at its discretion, extend the deadline for submission of bids in which case all rights and District Collectorate, Sambalpur and the bidder will be the same.
- 13.2.Any bid received by District Collectorate, Sambalpur after the deadline for submission of bids, as stipulated above, shall not be considered.

14. Material Deviation

Material Deviation received in the bids shall include, inter alia, the following:

- 14.1.Bids must be received no later than the date and time stipulated in the RFP document. District Collectorate, Sambalpur may, at its discretion, extend the deadline for submission of bids in which case all rights and District Collectorate, Sambalpur and the bidder will be the same.
- 14.2.The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- 14.3.The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
- 14.4.It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);
- 14.5.The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).

- 14.6.The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 14.7.The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 14.8.It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

15. Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

- i. made a complete and careful examination of the RFP documents, including the proforma agreement;
- ii. received all relevant information requested from District Collectorate, Sambalpur ;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of District Collectorate, Sambalpur relating to any of the matters related to this RFP or otherwise;
- iv. satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with District Collectorate, Sambalpur) and performance of all of its obligations there under;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from District Collectorate, Sambalpur ;
- vi. agreed to be bound by the undertakings provided by it under and in terms;

District Collectorate, Sambalpur shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by District Collectorate, Sambalpur.

16. Opening and Evaluation of Technical Bid

- 16.1.Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.
- 16.2.The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the RFP documents without any material deviations, objections, conditionality or reservations.
- 16.3.A Technical Bid which is not substantially responsive, may be rejected by District Collectorate, Sambalpur , and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 14 of the Material deviation.
- 16.4.The responsive Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, District Collectorate, Sambalpur reserves the right to seek clarification/documents from the bidders if District Collectorate, Sambalpur considers it necessary for proper assessment of the bid.

16.5.The Technical Bids will be evaluated based on eligibility criteria & technical evaluation criteria and only those Bidders whose Technical Proposals get a score of minimum **70 (seventy) marks** or more out of **100 (one hundred)** shall qualify for financial bid opening.

17. Opening of Financial Bid and Final Evaluation

17.1.The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.

17.2.The selection of the bidder shall be based on the QCBS method in which weightage of the Technical score shall be 70% and weightage of the Financial score shall be 30%.

17.3.Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be the Successful Bidder who shall be awarded the contract. In the event two or more bids have the same score in final ranking, the bidder having higher technical score during the technical evaluation round will be considered as the H-1 bidder. In the event that 2 (two) or more "Tie Bidders" have the same technical score (TS), District Collectorate, Sambalpur reserves the right to choose the Successful Bidder.

$$ST = (100 \times T/TH)$$

Where "ST" = Technical score

"TH" = Highest Technical Score secured by any qualified bidder

"T" = Technical Score of the Proposal under consideration.

$$SF = 100 \times (FM / F)$$

Where "SF" = Financial score,

"FM" = Lowest Evaluated Financial Bid

"F" = Quoted Financial Bid under consideration

The weightage given to the Technical (T) and Financial (P) Proposals are: T = 0.7, and P = 0.3

Proposals are ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal:

$$(Combined\ Score\ S) = (ST \times T) + (SF \times P)$$

The Bidder having the highest combined score (Technical + Financial) shall be the Successful Bidder.

17.4.The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).

- 17.5. Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the contract. In such an event, District Collectorate, Sambalpur reserves the right to,
- a. invite the next-ranked bidder and negotiate upon the following scenario, or
 - b. take any such measure as may be deemed fit in the sole discretion of District Collectorate, Sambalpur, including annulment of the Bidding Process.

In case of significant variation in the rates of various individual items, District Collectorate, Sambalpur reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder.

- 17.6. The Financial Bid should be including all costs. The tender does not entail any commitment on the part of District Collectorate, Sambalpur either financially or otherwise. District Collectorate, Sambalpur reserves the right to accept or reject any or all tenders without incurring any obligation to inform the applicants.

18. Successful Bidder:

- 18.1. The Successful Bidder shall be issued the LOA. The Successful Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Preferred Bidder shall be forfeited.
- 18.2. District Collectorate, Sambalpur is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process. District Collectorate, Sambalpur has the right to accept any Bid and to reject any or all bids.

19. Right to accept any Bid and to reject any or all bids

- 19.1. District Collectorate, Sambalpur is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 19.2. District Collectorate, Sambalpur may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/institutions/local bodies/ municipalities/ PSUs, etc.
- 19.3. District Collectorate, Sambalpur may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

20. Award of Contract

- 20.1. District Collectorate, Sambalpur will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 20.2. District Collectorate, Sambalpur will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which District Collectorate, Sambalpur will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 20.3. The Successful Bidder will be required to commence the assignment at the earliest, as communicated by District Collectorate, Sambalpur in this regard.
- 20.4. The Successful Bidder will be required to execute the contract for the services within a period of 7 (seven) Days from the date of issue of Letter of Award.

21. Performance Security

21.1. The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is 5% of total project cost/contract value) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including E- Bank Guarantee) from a Commercial Bank in an acceptable form in favor of District Collectorate, Sambalpur , payable at Sambalpur. The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Bid Security is provided at **Annexure-XII**.

21.2. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

21.3. Payment Terms

1. Payment shall be made on the basis of **monthly invoice** raised by the Agency for deployed resources. The Agency must submit **monthly attendance of deployed resources** as per the RFP and attendance system approved by the competent authority. The requirement of resources may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of District Collectorate, Sambalpur .
2. Payments against deployment of facility management personnel - based on the actual number of personnel deployed for this purpose, attendance, manpower cost computed along with the Service Charge.
3. The Agency shall be paid for each category of personnel at the following rates plus applicable Service charge. This is an indicative table of wages especially for various skill categories:

#	Description	Unskilled (INR)	Semi-skilled (INR)	Skilled (INR)	High Skilled (INR)	Grand Total (INR)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Basic Wages per day	450	500	550	600	
2	VDA per day	12	12	12	12	
3	Total per day (Basic + VDA)	462	512	562	612	
4	(Basic + VDA) per month (26 days)	12,012	13,312	14,612	15,912	
5	EPF, EDLI & Admin. Charges @ 13 % of # 4 above or as stipulated by Govt. of India from time to time.	1,561.56	1,730.56	1,899.56	2,068.56	
6	ESI wherever applicable @ 3.25% of # 4 above.	390.39	432.64	474.89	517.14	
7	Bonus as applicable under Amended Payment of Bonus Act, i.e. 8.33% of #4 above	1,000.60	1108.89	1217.18	1325.47	

#	Description	Unskilled (INR)	Semi-skilled (INR)	Skilled (INR)	High Skilled (INR)	Grand Total (INR)
8	Gratuity @ 15 days per year / @ 4.81% of #4 above	577.78	640.31	702.84	765.37	
9	Leave / Holidays Salary @ 6.30% of #4 above	756.76	838.66	920.56	1,002.46	
7	Total Cost Per Head/ Month	16,299.08	18,063.05	19,827.02	21,590.99	
8	Total Facility Management Manpower Cost	16,299.08 x - --- nos of personnel	18,063.05 x - ---- nos of personnel	19,827.02 x --- nos of personnel	21,590.99 x --- nos of personnel	m = (c=d+e+f) of row 8

Note:

- i. The present basic wages indicated above are as per rates effective w.e.f. 01.04.2025 published by Office of the Labour Commissioner, Govt. of Odisha, vide Notification – 2602/ dt. 30.04.2025. It will be modified as per the notifications issued by Office of the Labour Commissioner, Govt. of Odisha time to time.
 - ii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
 - iii. The strength of facility management and support services personnel may vary (i.e., increase/decrease) and subject to review once in every quarter.
 - iv. Applicable Income Tax and GST shall be deducted at source.
 - v. District Collectorate, Sambalpur shall pay consolidated monthly payments. The Agency shall be responsible for compliance of all applicable statutory rules and regulations.
 - vi. For manpower to be deployed for Additional Support Services, the wages / remuneration shall be as per their respective skill category prescribed under the applicable laws or as shall be decided by District Collectorate, Sambalpur.
 - vii. Also, for any other personnel that may be engaged, the wages / remuneration and applicable service charge shall be fixed by District Collectorate, Sambalpur .
 - viii. Retention amount @ 20% of basic wages (Basic + VDA) will be retained from the monthly invoices towards liability on Bonus (8.33%), Gratuity (4.81%), Leave / Holiday Wages (6.30%) and other risk components like damage/loss to District Collectorate, Sambalpur / Tourism property, other suspected sabotage etc. The Retention Amount shall be released after completion of each contractual year upon clearance of all above dues. However, this can be refunded after meeting the concerned liabilities/loss and submission of proper documentary evidence to District Collectorate, Sambalpur .
4. The Agency shall maintain proper records of his employees' attendance. A copy of the duty rotation duly signed, EPF deposit proof, ESI deposit proof shall be submitted along with invoice.
 5. The salary of all employees deployed at various locations as mentioned shall be made through Bank credit by 3rd of the succeeding month. The Bank Account particulars of all the Agency employees shall be submitted to District Collectorate, Sambalpur . No cash payment is allowed.

6. The agency will keep District Collectorate, Sambalpur indemnified against any claims/disputes arising between the agency and its employees deployed at various locations.
7. The agency shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
8. The agency shall ensure that the facility management and support services are rendered uninterruptedly. The same shall not be affected by any kind of strike, rally, bandh or dharana or protest staged by any stakeholder during the contract period.
9. The agency shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages, acquaintance roll and all Labor Laws /obligations have been complied. In order to confirm the correctness of payment, the agency has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of facility management personnel. The Agency will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the facility management personnel have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
10. The agency shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The agency shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof which may arise.
11. Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable), etc. shall be to the account of District Collectorate, Sambalpur .
12. In addition to the above, GST as applicable will be paid to the agency on gross monthly invoice amount subject to submission of required proof as per rule. The agency shall raise the invoice as per GST Act and Rules.
13. TDS at applicable rate under GST Act shall be deducted at the time of release of payment.
14. The Agency will submit the invoice in duplicate to District Collectorate, Sambalpur in every month. The agency shall submit invoices separately against each of the services that it has provided for the relevant month. The submission of the invoices shall be along with the below mentioned documents duly stamped and signed by the authorized signatory of the Agency:
 - a. attendance record of the employees for the relevant month – duly certified by the concerned District Collectorate, Sambalpur official and concerned Officer-in-charge as a mark of acceptance and verification.
 - b. the wages sheet of the employees for the relevant month

- c. Bank statement for crediting the net wages amount to the individual bank account of the employees – duly certified by the concerned Bank.
- d. PF Deposit Challan & ECR copy of the month preceding the relevant month.
- e. Challan and ESI Deposit (if applicable) of the month preceding the relevant month.
- f. GST deposit challan of the month preceding the relevant month.
- g. Logbook record for all housekeeping equipment / machineries / vehicle deployed.
- h. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance)
- i. Any other statutory deductions if so, will be submitted for the preceding month with the invoice.

Note: The relevant month implies the month for which the invoice is being raised. The invoice amount should separately mention the Basic + VDA amount provided to the facility management personnel and consolidated wages provided to Facility Managers, Hostel Managers, Asst. Facility Managers, Asst. Hostel Managers and Wardens.

- 15. Monthly payments (unit-wise) will be released by District Collectorate, Sambalpur on the certification of concerned officer in-charges that the Agency has complied with all the statutory or obligatory or both provisions/benefits of the personnel deployed by the Agency.
- 16. In case that invoices of the Agency are not submitted in time or submitted with improper documentations, the respective Officer-in-charge shall intimate the same to District Collectorate, Sambalpur on quarterly basis. Based on this report the extension of contract shall be decided. Similarly, any legitimate dues which are not paid by the Agency shall be intimated to District Collectorate, Sambalpur by respective Officer- in-charge.
- 17. District Collectorate, Sambalpur will certify that payments are made on due time and other dues are fulfilled as per contract Terms & Conditions.
- 18. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favor of the agency mentioning District Collectorate, Sambalpur work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.
- 19. The agency shall be reimbursed for personnel Outfit & Annual Training Allowance.
- 20. No Service charge shall be applicable on reimbursements mentioned in Sub-Clause (19) above.

22. Duration of the Contract

The term under the contract shall be for a **period of 3 years** from the date of execution of the contract subject to **annual renewal** on the basis of satisfactory performance. The engagement may be **further extended** for **another two years** on mutually agreed terms and conditions. The **agreement** will be signed for a **period of one year**.

F. Eligibility Criteria

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder should be a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Partnership Act 1932 or a Proprietorship Firm.	Certificate of Registration/ Incorporation (s)
Financial Capacity	The bidder should have a minimum average annual turnover of INR 01 crores in any 3 of the last 5 financial years ending FY 2024-25. i.e. FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25.	Certificate from CA and audited financial statements for previous five financial years. Chartered Accountant’s UDIN (Unique Document Identification Number) to be clearly mentioned.
Net Worth	The bidder should have a positive net worth in last 3 financial years ending 31 st March 2025.	Certificate from CA. Chartered Accountant’s UDIN (Unique Document Identification Number) to be clearly mentioned.
Quality Certification	The Bidder must have minimum quality certification of ISO 9001: 2015.	Certificate copies should be submitted, and it should be valid till the Bid Due Date of this RFP
Bidder Experience	<p>The Bidder must have experience of having successfully executed similar work during the last 5 (five) years for any Central / State Government Department / Government Organization / Private Organization, which shall be either of the following:</p> <ul style="list-style-type: none"> i. One similar completed Facility Management Services of annualized value of at least INR 01 crore each OR ii. Two similar completed Facility Management Services of annualized value of at least INR 50 Lakh each OR iii. Three similar completed Facility Management Services of annualized value of at least INR 25 Lakh each <p>Note: “Facility Management Services” shall mean services related to:</p> <ol style="list-style-type: none"> 1. Cleaning & sweeping/ garbage collection/ pest control, laundry; 	<p>Work Order/LOA (Contract Value & Scope of Work to be mentioned), Agreement & Completion Certificate.</p> <p>In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client.</p>

	<ol style="list-style-type: none"> 2. Hospitality services; 3. Garden & Park Maintenance 4. Electrical / Mechanical / Civil Maintenance 5. Any other combination of the activities listed at # 1 to 4. 6. Applicable 5 (five) years shall be preceding five financial years (i.e., FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25). 7. For these criteria, Bidders shall not submit multiple orders for activities listed under Sr. No. 1 to 4, for the same work and from the same Client for the same period of contract. Such work orders shall be counted as one. 	
Non-Blacklisting	The Bidder should not have ever been blacklisted by any Government or Central Govt./State Govt./PSU/Government Agency/Govt. Department.	Self-Declaration / Affidavit
PAN & GSTIN	The Bidder should furnish the copies of the valid PAN and GSTIN registration in Odisha .	Copy of PAN & GST Registration Certificate in Odisha

Note:

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. JV/Consortium is not allowed.
- c. If a bidder has received an extension for a particular work order, the original contract and its extension shall form a part of the original work order, not as separate work orders.

G. Technical Evaluation Criteria

Sl. No.	Criteria	Max Marks	Document / Evidence Required
1.	<p>Relevant Experience of the bidder in providing Facility Management Services in the last five (5) financial years to any Central / State Government Department / Government Organization / Private Organization.</p> <p>If Annual Contract Value (INR) is between:</p> <ul style="list-style-type: none"> • 01 crores to <=02 crores – 15 marks • 02 crores to <=05 crores – 25 marks • Above 05 crores – 30 marks 	30 marks	<p>Work Order/LOA, Agreement & Completion Certificate</p> <p>(Contract Value, Scope of Work to be mentioned. The services, as applicable, mentioned in the adjacent column under Note should be clearly defined in the scope of work).</p>

	<p>Note:</p> <ul style="list-style-type: none"> • “Facility Management Services” shall mean services related to: <ol style="list-style-type: none"> 1. Cleaning & sweeping/garbage collection/ pest control, laundry; 2. Hospitality services; 3. Garden & Park Maintenance 4. Electrical / Mechanical / Civil Maintenance 5. Any other combination of the activities listed at # 1 to 4. 6. Applicable 5 (five) years shall be preceding five financial years (i.e., FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25). • For these criteria, Bidders shall not submit multiple orders for activities listed under Sr. No. 1 to 4, for the same work and from the same Client for the same period of contract. Such work orders shall be counted as one. 		
2.	<p>Number of similar projects undertaken by the bidder in the last five (5) years for any Central / State Government Department / Government Organization / Private Organization with minimum contract value of INR 25 Lakh.</p> <ul style="list-style-type: none"> • 1 to 3 projects – 5 marks • 4 to 6 projects – 10 marks • Above 6 projects – 20 marks <p>Note:</p> <p>a) Project experience submitted under this category shall not be considered for the evaluation under category 1 above.</p> <p>b) For these criteria, Bidders shall not submit multiple orders for activities listed under Sr. No. 1 to 4, for the same work and from the same Client for the same period of contract. Such work orders shall be counted as one.</p>	20 marks	<p>Work Order/LOA, Agreement & Completion Certificate</p> <p>(Contract Value, Scope of Work to be mentioned.)</p>
3.	<p>Deployment of personnel in one single project.</p> <ul style="list-style-type: none"> • 10 to 20 personnel – 5 marks • 21 to 50 personnel – 15 marks • Above 50 personnel – 20 marks 	20 marks	<p>Certificate / Declaration from client confirming the total strength of personnel deployed in a single project.</p>
4.	<p>During technical presentation, the bidder shall be evaluated on the following:</p> <ul style="list-style-type: none"> • Understanding of the assignment – 5 marks • Approach and Methodology – 5 	30 marks	<p>Technical Presentation to be submitted on the day of technical presentation which will be conveyed by the competent authority.</p>

	<ul style="list-style-type: none"> marks • Standard operation procedures adopted including demonstration in handling emergency situations – 5 marks • Quality control and testing procedures – 5 marks • Technological solutions – 5 marks • Training to personnel – 5 marks 		
	Total Marks	100	
	Qualifying Marks	70	

Note:

- a. Only those bids whose technical score is 70 or above shall be eligible for opening of financial bids.
- b. Proposals must exclude any financial information; inclusion of such details will result in disqualification of the bidder.
- c. If a bidder has received an extension for a particular work order, the original contract and its extension shall form a part of the original work order, not as separate work orders.
- d. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- e. JV/Consortium is not allowed.
- f. Similar Projects means projects related to Comprehensive Facility Management Services which shall be as follows:
 1. Cleaning & sweeping/garbage collection/ pest control, laundry;
 2. Garden & Park Maintenance
 3. Any other combination of the activities listed at # 1 and 2.

H. Terms of Reference

1. Project Background

District Collectorate, Sambalpur, seeks to onboard an experienced Agency for providing complete Comprehensive Facility Management Services across its various Tourism Properties, WACs etc. located at block, district, and state levels throughout Odisha.

The selected agency will be responsible for the Safety, Security and Sanitation at mentioned tourist destinations, ensuring high service standards and compliance with statutory norms. Through this engagement, District Collectorate, Sambalpur aims to provide a safe, hygienic, and world-class environment for tourist and visitors, thereby supporting the overall development of safety and sanitation at tourism properties in Odisha.

2. Scope of Work

1. The Agency shall provide comprehensive facility management and support services at Huma Temple and Ghanteshwari Temple in Sambalpur District. such as:
 - a. Safety, Security & Sanitation services.

2. The selected Agency shall have the complete responsibility to provide Facility Management Service personnel to tourist destinations in locations stated in the Appendices A and B and as per requisite numbers as in the Appendices.
3. The number of facilities/ areas of deployment may increase in future. A tentative list of these facilities has been given in Appendices A and B. The Agency shall provide the requisite Facility Management Service personnel for the same within one month from the date of intimation.
4. District Collectorate, Sambalpur may also require additional / reduction of deployment of facility management personnel on a temporary basis in various locations within the District. The Agency shall provide such personnel within 15 days from the date of intimation. District Collectorate, Sambalpur will pay as per Category Rate as fixed by the Office of Labour Commissioner, Govt. of Odisha from time to time.
5. The Facility Management Service personnel so deployed will be under obligation to discharge any other related duty as required by District Collectorate, Sambalpur.
6. The Agency shall provide the following comprehensive facility management services (Safety, Security & Sanitation) at the tourist destinations-1)Huma Temple and 2)Ghanteswari Temple such as :
 - i. For General Administration

District Collectorate, Sambalpur shall have the liberty to increase/decrease the areas for deployment of personnel. The Agency will have to deploy the personnel at the designated areas/new areas as decided by District Collectorate, Sambalpur within one month of notice. The new area can be any location within the District. District Collectorate, Sambalpur shall, from time to time define / specify the skill-levels/certification requirement (as applicable) for different categories of manpower. The skill-category of the manpower to be deployed by the Agency shall be decided in consultation with District Collectorate, Sambalpur.

7. District Collectorate, Sambalpur reserves the right to determine any changes in the eligibility conditions of the manpower deployed in case of problem in engaging eligible manpower as above due to non-availability.
8. District Collectorate, Sambalpur reserves the right to change the type of manpower required to be deployed and determine the eligibility and pay conditions. The service charges will remain same as per the finalized bid value of the selected bidder.
9. The selected Agency shall be held responsible for conduct, deeds of its facility management personnel deployed in areas as per Clause 2.2 of scope of work.
10. All facility management personnel deployed by the selected agency shall at all point of time continue to be the employees of the selected agency for all purposes and the selected agency shall employ and maintain the facility management personnel at its own cost and expenses and shall:
 - i. Keep the facility management personnel and its registers/roll, pay their salaries/wages through Bank including all statutory payments allowances and meet their cost of safety/health & other equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (If applicable) Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Agency will ensure that no Central and State laws of any kind including labour law and administrative instructions / advisories of State and Central government are violated in any manner.
 - ii. Provide to the facility management personnel uniforms free of cost without recovery from them. The clothes worn by the facility management personnel while on active duty shall be such that it would not hamper in his/her efficient performance. In particular, it will neither

be too tight nor too loose so as to obstruct movement or bending of limbs. Every facility management personnel, while on duty, will wear and display the photo identity card issued on the outer most garment above waist level in a conspicuous manner.

- iii. The selected Agency shall ensure submission of all statutory monthly/ weekly / half yearly/annual returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to District Collectorate, Sambalpur along with payment particulars. If the selected Agency fails to comply and effect payment to the aforesaid competent authorities, then District Collectorate, Sambalpur shall be at liberty to withhold payment of invoice till payment to the competent authority by the selected Agency. But District Collectorate, Sambalpur is in no way liable for these lapses on part of the selected Agency.

11. The following performance parameters will be adhered to:

- i. The place of duty and nature of duty will be fixed by District Collectorate, Sambalpur as per their requirements. The selected agency will replace any facility management personnel within 48 hours if District Collectorate, Sambalpur finds that their performances not satisfactory. For any breach of contract by any facility management personnel deployed by the Agency, District Collectorate, Sambalpur shall maximum give 3 warnings (no. of warnings shall depend upon the nature of the breach), after which the selected Agency shall be asked to replace the concerned personnel.
- ii. The agency shall increase or decrease the strength of facility management personnel as per the requirement of District Collectorate, Sambalpur within one month of notice.
- iii. The agency shall not allow its facility management personnel to collude/align with the employees of District Collectorate, Sambalpur /dealers/ transporters/supplies and their agents and brokers or to join in any trade union or take part in any agitation.
- iv. District Collectorate, Sambalpur reserves the right to direct the selected agency to transfer the facility management personnel periodically to obviate their collusion/ association / intimacy with District Collectorate, Sambalpur Staff/dealers/transporters/Suppliers or their agents and brokers.

2.1 Standard Operating Procedure:

1. Source Segregation:

- 1.1. The CFMS agency shall implement proper waste segregation at the source into biodegradable and non-biodegradable waste (dry & wet).
- 1.2. The CFMS agency shall ensure waste collection and sweeping activities as per the requirements of the destinations and transport the same for proper disposal at the nearest ULBs or SBM Rural Sanitation shed/centre.
- 1.3. Awareness programs shall be conducted by the District Tourism Development Officer to educate tourists and locals on the importance of source segregation for which they may separately place requisition for sanction of funds.
- 1.4. Separate twin-bins of considering the terrain, volume of dry and wet garbage expected to be generated accessibility to Garbage Collecting vehicles etc. be installed with branding of Odisha Tourism (To be shared by DoT) shall be placed and labeled for different waste types.

2. Monitoring and supervision:

2.1 District level Tourism Development Officer/ Supervisor shall conduct regular inspections of tourist sites to assess safety, security and sanitation arrangements. Ensure deployment of adequate

manpower as per approved assessment. Verify attendance, duty rosters, and performance of deployed personnel. Address deficiencies promptly and issue necessary instructions to the executing agency. Submit monthly inspection reports to the Directorate highlighting gaps and corrective measures taken. Coordinate with District Administration, Police, Local Authorities, and Health Departments for enhanced safety and hygiene.

2.2 The designated Site Supervisor (s) from the CFMS agency shall oversee daily operations and compliance with SOPs, maintain daily supervision of SSS personnel at assigned locations, ensure cleanliness of public areas, toilets, pathways, parking areas, and waste disposal points, monitor functionality of safety equipment such as CCTV cameras, fire extinguishers, lighting systems, and emergency facilities, report incidents, damages, or security concerns immediately to the Tourism Development Officer and maintain site registers including attendance, complaint register and inspection log. He must conduct hourly physical verification of the entire area of operation under his control.

2.3. The CFMS Agency shall deploy trained personnel with proper uniforms and identity cards, ensure round-the-clock security at sensitive locations where required, Provide adequate cleaning materials, equipment and safety gear, replace absentee or underperforming staff without delay and comply with statutory labour laws and safety regulations.

2.4. Surprise checks and inspections shall be conducted to assess real-time service quality by the Dist. Administration/ DoT or the local committee to be named as Sanitation Supervision Committee and to be constituted with the following members:

- (i) Tourism Development Officer
- (ii) Local PRI/ ULB Members
- (iii) Members from Local registered NGO, if any
- (iv) Local Youth Club Members
- (v) Local Swachhta Volunteer, if any

2.5. Regular meetings of the Site Supervisors shall be conducted by the District Administration to ensure delivery of uninterrupted and up to the level services. DoT will take quarterly Review Meeting of all the Site Supervisors through virtual mode.

3. Reporting System

3.1. A standardized reporting format (to be shared by the DoT) shall be used for inspections.

3.2. Critical issues affecting tourist safety or public health must be reported immediately to the District Collector.

3.3. A consolidated monthly report shall be submitted to the District Collector covering manpower deployment, incident reports, sanitation status and corrective actions.

4. Complaint Redressal

4.1. A grievance redressal mechanism & Online Feedback Collection System shall be established at DoT for addressing complaints and review of the services.

4.2. A complaint Box and Register shall be maintained at each site.

4.3. Tourist grievances shall be addressed on priority and resolved as soon as possible.

4.4. Contact details of responsible officers with respect to Safety, Security and Sanitation shall be displayed prominently.

5. Safety Protocols

- 5.1. Ensure proper signage, barricading of hazardous areas and adequate lighting.
- 5.2. Emergency contact numbers (Police, Fire, Ambulance) must be displayed.
- 5.3. Crowd management measures shall be implemented during peak seasons and festivals
- 5.4. Periodic safety audits shall be conducted.

6. Sanitation Standards

- 6.1. Toilets must be cleaned at regular intervals and supplied with water, soap and other essentials.
- 6.2. Solid waste shall be collected, segregated and disposed of in coordination with local authorities.
- 6.3. Pest control and disinfection should be undertaken periodically.
- 6.4. Plastic waste and littering shall be strictly discouraged.

7. Performance Review

- 7.1. Service quality shall be evaluated based on predefined Key Performance Indicators (KPIs).
- 7.2. Penalties may be imposed on the agency for non-compliance as per contract provisions.
- 7.3. Ranking of Sites shall be made through Third Party Audit on the basis of the Standard of sanitation, Landscaping, Signages, Dress Code, use of Safety Gears by the workers, Display Boards, Safety & Security measures taken, response to Safety & Security issues etc. Outstanding performance shall be recognized to encourage efficiency.

8. Dress Code of CFMS Manpower

- 8.1. All CFMS personnel must wear uniforms and Safety Gears with proper identification badges.
- 8.2. Uniforms shall be standardized in colour and design as per organizational branding as well as Odisha Tourism Branding (To be shared by DoT).

9. Implementing IEC Activities and CSR Drives

- 9.1. Regular Information, Education, and Communication (IEC) activities shall be conducted by the Tourism Development Officers to raise awareness about waste management and hygiene.
- 9.2. Community Social Responsibility (CSR) drives shall be initiated for community engagement.
- 9.3. Proper Signage, Posters, banners and digital campaigns shall be used to educate the public.
- 9.4. The Local Sanitation Supervision Committee so constituted as per the para-4.4 above shall monitor the standard of services being delivered the CFMS Agency.
- 9.5. The payment to the CFMS Agency shall be released after obtaining the Performance Report from the Local Sanitation Committee on delivery of the service up to the level as per the Agreement.

This Standard Operating Procedure (SoP) is dynamic in nature and is liable to be revised from time to time, as deemed necessary.

2.2 Obligations of Agency towards deployment of facility management personnel

- i. The Agency shall ensure that the facility management personnel deployed are healthy and as per eligibility criteria as mentioned below. The agency will get their antecedents; character and conduct of individual facility management personnel verified by respective local police before deployment and shall produce the same. Police verification certificate of all individuals shall be submitted to District Collectorate, Sambalpur failing which these individuals cannot be employed as facility management personnel. Any individual found unfit by District Collectorate, Sambalpur shall be replaced immediately (within 48 hours).
- ii. The full particulars of the personnel to be deployed by the Agency shall be furnished to the Collector, District Collectorate, Sambalpur along with testimonials before they are actually deployed for the job. The selected agency shall furnish District Collectorate, Sambalpur the following documents in respect of each facility management personnel:
 - a. Proof of Permanent Address
 - b. Proof of Temporary / Local address.
 - c. One pass-port size photograph.
 - d. Photo ID card provided by the Agency.
 - e. Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
 - f. Police verification certificate.
 - g. Existing UAN number of each facility management personnel
 - h. Certificates of training undertaken by each facility management personnel

The Agency shall ensure selection of right kind of personnel as per the skill / certification requirement, in consultation with District Collectorate, Sambalpur .

- iii. The Agency shall neither deploy nor withdraw any personnel at any time without approval of District Collectorate, Sambalpur. In case of separation of any existing facility management personnel due to resignation/ termination/ death or any other reason whatsoever the same needs to be substituted as per the Minimum Qualification requirement of FMS.
- iv. A senior level representative of the Agency shall plan periodical visits to the site to review the service performance. The feedback of such visits/reviews shall be recorded for all future references. The periodicity of such review shall be finalized by District Collectorate, Sambalpur .
- v. The Agency shall ensure that any replacement of the personnel, as required by District Collectorate, Sambalpur for any reason specified or otherwise, shall be done promptly without any additional cost to District Collectorate, Sambalpur. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of District Collectorate, Sambalpur and at the agency's own cost.
- vi. The Agency shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of District Collectorate, Sambalpur . The personnel shall abide by the provisions of law. Police verification is mandatory for employment.
- vii. Under no circumstances the dependent, family members of existing District Collectorate, Sambalpur employees/ Ex- employees shall be deployed as facility management personnel in same station where the employees of District Collectorate, Sambalpur is working and in case any dependent/family members deployed as facility management personnel at any places, the same shall be intimated to the Nodal Officer, District Collectorate, Sambalpur .

2.3 Training: [Deleted]

2.4. Accommodation:

The Agency shall take care of the accommodation of facility management and support services personnel that would be deployed across various location at its own cost and expense.

2.5. Medical:

- i. **Medical facilities:** The agency has to provide all medical facilities to their employees at its own cost and expense.
- ii. **Medical Examination:** The agency at its cost shall arrange for initial and periodical medical examination of his employees as well as other special tests from time to time.
- iii. **Epidemic/ Contagious diseases:** The agency shall report immediately to District Collectorate, Sambalpur, every case of Epidemic/ Contagious diseases occurring in colonies occupied by his employees. Failure to do so will render the agency liable to District Collectorate, Sambalpur for any expenses or liabilities incurred by reason of such failure. The failure will be treated as breach of contract.

2.6. Other Terms and Conditions:

1. The number of manpower to be deployed in the tender document is indicative and will be finalized by a committee formed at District Collectorate, Sambalpur at the start of every quarter. District Collectorate, Sambalpur shall have the liberty to increase/decrease the number of personnel. District Collectorate, Sambalpur will have to deploy the personnel as decided by District Collectorate, Sambalpur within one month of notice. Such increase/decrease of manpower for any facility management shall only be done after receiving intimation / confirmation from District Collectorate, Sambalpur . In such case, the monthly payment will be made on a pro rata basis to the agency.
2. The successful Agency shall deploy its personnel within 15 (Fifteen) days of receiving the work order after obtaining Labour License as per the Contract Labour (R&A) Act & Rules.
3. The Agency should ensure that, all security personnel are issued with ESI Cards within 90 days after issue of contract. Confirmation of same shall be forwarded to District Collectorate, Sambalpur .
4. The Agency shall continue the existing PF UAN No of existing facility management personnel in case they are continuing the deployment.
5. The personnel shall be deployed daily, and the working hours will not exceed 48 hours in a week. The selected agency shall not claim any extra charges for deployment of facility management personnel on National /Public holidays (if required).
6. The Agency shall provide the following accessories to each **facility management personnel** on yearly basis at its own cost.

#	Item	Quantity
1	Uniform (shirt with Logo and pants)	2 Pairs
2	Shoes	1 Pair
3	Socks	2 pairs
4	Cap	1 piece
5	Belt	1 piece
6	Identity Card	1 Piece

7	Raincoat	1 Piece
8	Apron, Head gears, hand gloves and PPEs for relevant facility management personnel	As required

7. The design of uniform, shoes, identity card and Raincoat shall be approved by District Collectorate, Sambalpur before they are issued to the facility management personnel. In addition, a photo identity card will also be issued by District Collectorate, Sambalpur to all FMS personnel. The agency will coordinate with District Collectorate, Sambalpur for the same. District Collectorate, Sambalpur can instruct the agency to provide different designs of uniform to different categories of facility management personnel. The agency shall have to comply with the same. A velcro-based patch bearing the name of the FMS personnel will also be affixed above left breast pocket of the FMS personnel.
8. The above-mentioned items shall be issued in the presence of a committee as prescribed by District Collectorate, Sambalpur. The items shall be issued in the first month of each Contractual Year.
9. District Collectorate, Sambalpur shall separately reimburse outfit allowances to the agency subject to the following ceilings:

INR 6,000 per personnel per annum – inclusive of GST
10. The reimbursement shall be on the basis of the actual items issued to the number of facility management personnel provided in the deployment plan (Refer Appendix-A to B subject to above mentioned ceiling. The agency shall provide necessary supporting documents to claim the above reimbursement.
11. In case any facility management personnel is replaced by the agency during any Contractual Year and District Collectorate, Sambalpur has already reimbursed the Outfit allowance for such facility management personnel, then District Collectorate, Sambalpur shall not be liable to pay the Outfit allowance again for the new facility management personnel deployed.
12. In the event of termination of the contract in the middle of a Contractual Year, the outfit allowances reimbursed by District Collectorate, Sambalpur, during the relevant Contractual Year, shall be recovered from Performance Security / the invoices payable to the Agency.
13. In case District Collectorate, Sambalpur decides to increase the number of personnel, District Collectorate, Sambalpur shall pay the Outfit allowance for the additional facility management personnel deployed.
14. The Agency shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar from time to time, deposit of PF and ESI dues (where applicable) as well as payment of other Statutory dues of all the personnel deployed. The Agency shall submit the proof of payment of EPF and ESI (both Employer's and Employee contribution) along with the invoice for release of payment from District Collectorate, Sambalpur .
15. In case of any loss that might be caused to District Collectorate, Sambalpur due to lapse on the part of the FMS personnel discharging security responsibilities, such loss will be borne by the agency and in this connection, District Collectorate, Sambalpur shall have the right to recover the loss including by deducting appropriate amount from the invoice of Agency to make good such loss to District Collectorate, Sambalpur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Agency, District Collectorate, Sambalpur shall within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
16. In the event of any personnel being on leave (including Casual Leave & sick /absent), the agency shall ensure suitable alternative arrangement to make up for such absence. To meet

such eventualities the Agency shall make provision for leave reserve and provide the same under intimation to District Collectorate, Sambalpur. Under no circumstances any personnel will be allowed to be on duty beyond one shift.

17. In the event of any facility management personnel being on leave (including Casual Leave & sick /absent), the agency shall ensure suitable alternative arrangement to make up for such absence at this own cost. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to District Collectorate, Sambalpur .
18. The Agency shall ensure that in the event of shortage of facility management personnel on duty, the work shall be executed effectively by engaging substitute personnel at its own cost and expenses.
19. As and when required for augmentation of facility management either on temporary/ permanent/ emergent basis, the agency will provide such facility management personnel under the same terms and conditions. If the facility management personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the concerned Office-in- charge shall deduct the requisite amount at the pro-rata rates from the invoice of the agency besides imposition of penalty for non-observance of the terms of contract.
20. The agency shall arrange to maintain at the facility management desk/booth, the daily attendance record of the facility management personnel deployed by it showing their arrival and departure time. The daily location-wise attendance shall be maintained with due certification of the concerned Officer in-charge, of District Collectorate, Sambalpur /on behalf of District Collectorate, Sambalpur . The agency shall submit to District Collectorate, Sambalpur an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the concerned Officer-in-charge of District Collectorate, Sambalpur. Biometric attendance system may be implemented by District Collectorate, Sambalpur for tracking attendance of deployed personnel.
21. The facility management personnel deployed by the agency shall be literate so as to be able to write their names in the attendance register and mark their arrival and departure by signing in the register.
22. In case of non-compliance/ non-performance of the services according to the terms of the contract, the concerned Officer-in-Charge, District Collectorate, Sambalpur shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
23. The Agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The Bidder shall fully indemnify District Collectorate, Sambalpur against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labor or other laws to the extent they are applicable to establishment/ work in premises/facility.
24. The decision of District Collectorate, Sambalpur in regard to interpretation of this RFP and the Agreement shall be final and binding on the agency.

25. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
26. The Agency shall report occurrence of all accidents of their employees arising in the course of work and shall pay compensation as per the Workmen's Compensation Act-1923 as amended from time to time within the prescribed time limit. In case of any accident, the agency must immediately bring the said fact to the notice of the concerned Officer- in-Charge, District Collectorate, Sambalpur in writing, who shall send necessary notice to concerned authorities within 24 hours of accordingly.
27. In the event of Agency's failure to pay/ deposit with the commissioner, the amount of compensation payable under the Employee's Compensation Act (amended) – 2010, District Collectorate, Sambalpur _ shall have the right to set apart the relevant amount from pending invoices or other assets of the Agency with them for the settlement of the claim arising under the said Act as Rules at their own discretion and the Agency shall bear the full responsibility in this behalf, in case the Agency fails to report within 2 hours after occurrence of accident, then the non-reporting will be taken as violation of the present agreement by the Agency and District Collectorate, Sambalpur reserves the right to take action and this will be treated as breach of agreement provision/ terms.
28. Manpower required for execution of the entire work including transport shall be arranged by the agency.
29. The agency shall obtain written permission in respect of all its staff and officer for entry and working inside the office buildings and shall maintain records in this regard. Unauthorized entry and deployment of unauthorized person without proper permission from the authority is prohibited. Identity Cards shall be provided by the service provided to all the staff deployed for service.
30. The agency shall maintain an Attendance Register of Personnel. The above register of personnel shall subject to check by the concerned Office-in-charge of District Collectorate, Sambalpur /on behalf of District Collectorate, Sambalpur .
31. The agency shall comply with all the relevant statutory conditions and all the disputes arising out of non-compliance of relevant statutory provisions, if any, has to be dealt with by the agency alone and District Collectorate, Sambalpur will not be a party in such cases.
32. District Collectorate, Sambalpur shall provide storage space to the agency at a suitable place inside the office campus area. The agency shall ensure that all the machinery/equipment along with required consumables etc. are kept at the appropriate place, specified for the purpose, as provided by District Collectorate, Sambalpur . The agency shall be solely responsible for the safe custody of all the machinery/equipment deployed for the purpose of facility management.
33. The agency will maintain a register in respect of cleaning and maintenance. The daily cleaning and maintenance work executed shall be recorded in the register. The entries in the register will be signed by the authorized supervisor of the agency and authorized officer from District Collectorate, Sambalpur . The agency shall maintain cleaning register indicating consumable materials brought in and consumables issued for each cleaning

session. It will also include manpower deployed and cleaning work executed for each cleaning session. Each entry of the register will be signed both by the agency and authorized officer of District Collectorate, Sambalpur . If any deficiency in services is observed by Office-in-charge District Collectorate, Sambalpur /on behalf of District Collectorate, Sambalpur , he will indicate the same in the register and put up the same for imposing appropriate penalty amount for the deficiency.

34. The agency shall ensure that proper discipline is maintained by the staff deputed by the agency, and they shall conduct soberly at all times while functioning inside the buildings. The conduct, safety and security of the staff and officials shall be the sole responsibility of the agency.
35. The facility management personnel deployed should not squatter in the open verandah/lawns during leisure hours. Dignity and discipline of District Collectorate, Sambalpur should be maintained always.
36. In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by District Collectorate, Sambalpur at the risk and cost of the agency through alternate agency and differential cost, if any, incurred by District Collectorate, Sambalpur in the processes shall be recovered from the Agency from the bill of the same month.
37. If there is any damage to any of the tourism property or any other financial burden on District Collectorate, Sambalpur because of willful or negligent action by the Firm or its personnel, District Collectorate, Sambalpur shall be entitled to recover the same by means of compensation from the Agency.
38. The Agency shall provide First Aid facilities at the workplace.
39. The Agency, its employees and any other acting for the purpose of the agreement shall maintain strict confidentiality of the information belong to District Collectorate, Sambalpur that may have come into its/their possession or knowledge in the course of the service rendered by them under this agreement. Such information shall not be diverted or disclosed to any other third party under any circumstances. The firm shall not hold it out as associated with District Collectorate, Sambalpur in any manner other than for the purpose of rendering the service under this agreement.
40. The Agency shall itself perform its obligations under this agreement and shall not assign or transfer or subcontract any of its rights and obligations to any third party without the prior written permission from competent authority of District Collectorate, Sambalpur.
41. District Collectorate, Sambalpur shall not be responsible for any damage caused to the agency by natural calamities like flood, earthquake, Cyclone or any other act of God, explosion, fire and riot etc.
42. In case of breach of agreement by the Agency, District Collectorate, Sambalpur shall have a right of lien over all the properties of the firm lying in its premises in addition to other

remedies like forfeiture of Performance Security, legal action for recovery of money and District Collectorate, Sambalpur shall be at liberty to terminate the agreement.

43. The scope provided above is indicative but not exhaustive. This does not exonerate the agency from any responsibility, tasks which may be required / deemed to be essential for efficient operation of the services and any tasks that may be assigned to the agency by District Collectorate, Sambalpur from time to time.

3. Licensing requirements, statutory compliances and certifications

1. The Agency must be registered with the Government Labour Department and possess/hold a valid License issued by Central/State Government/concerned Department of Government of Odisha for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.
2. In case any other permission or Certificate is required for providing Contract Labour to the Company, the agency will be required to submit the same within a month of award of the work. The agency would be required to deploy Manpower/ Contract Labour as per norms prescribed under the said Act. Self-attested photocopy of Registration with Government Labour Department and shall obtain a License under Contract Labour (R&A) Act from appropriate authorities and submit it to District Collectorate, Sambalpur .
3. The Agency shall deploy personnel having valid supervisor/ workman's license from ELBO, Govt. of Odisha performing electrical maintenance work.

4. Statutory and Legal Requirements

1. Manpower Deployment:

- a. In respect of all manpower deployed by the Agency for the delivery of services to District Collectorate, Sambalpur, the Agency shall comply with all legislations and rules/ administrative instructions /advisories of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc. shall be deemed to be part of the contract.
- b. The Agency is required to obtain a Labor License from the appropriate authority for the persons to be deployed by the bidder as provided under the prevailing contract labor (R&A) Act & submit the copy of labor license certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

2. Statutory Laws:

- a. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the Agency. In case of failure to do so, District Collectorate, Sambalpur may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the Agency and/or take such action as deemed fit at its risk and cost.
- b. In case the Agency fails to observe and perform and discharge its / his obligation under the applicable laws, District Collectorate, Sambalpur shall recover from the

Agency any cost or expenses that it may have incurred or suffered on account of failure of Agency.

- c. The Agency shall abide by the decision / recommendation /award of the labor court / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation / award/ decision and produce them before District Collectorate, Sambalpur and other authorities as and when required under any applicable laws.
- d. The Agency shall be fully responsible for its workers with regard to terms of employment / non- employment and conditions of service. District Collectorate, Sambalpur will not be held responsible in any manner whatsoever, in respect of the worker engaged by the Agency for carrying out the job in District Collectorate, Sambalpur.
- e. All the statutory liabilities and obligations should be taken into account while quoting of rate by the Agency and payment to its workers to be made accordingly.
- f. There will be no relationship of Employer – Employee between District Collectorate, Sambalpur and manpower engaged by the Agency under the contract. It shall be the responsibility of agency to regulate the terms of engagement of the manpower without any liability whatsoever to District Collectorate, Sambalpur.
- g. The Agency shall make his own standing orders for the employees engaged by him & get the same approve through concerned Regional Commissioner or appropriate authorities and implement the same in conformity with provisions of industrial employment (standing orders) at 1946.
- h. **Payment of Gratuity Act, 1972:** The Agency shall abide by the provision of the payment of Gratuity Act, 1972 and the rules and regulations framed there under and maintain such register and documents in the prescribed forms and produce before District Collectorate, Sambalpur and/or any other Authorities as per Applicable Laws and when required. The Agency shall give an undertaking that it will discharge the liability without fail as well as furnish an indemnity bond indemnifying District Collectorate, Sambalpur from liabilities whatsoever.

5. Price Revision:

There shall be no revision on the final % Service Charge. In the event of revision of minimum wages (Basic wages + VDA) by the Office of the Labour Commissioner, Govt. of Odisha, Bhubaneswar, the manpower cost shall be accordingly revised. Upon such revision the Agency pays through Bank at such higher rate & such differential amount arising out of revision in minimum wages shall be reimbursed by District Collectorate, Sambalpur subject to production of claims duly witnessed by the authorized representative of the principal employer (District Collectorate, Sambalpur) supported by documentary evidence.

Appendix - A: Schedule for Housekeeping Services

Please Note: These are indicative works and indicative frequencies

A. Cleaning and Sweeping (Temple Premises/Buildings)

#	Activity	Method	Frequency
A	INSIDE TEMPLE/BUILDINGS		
1	Rooms/Chambers/Labs cleaning	Sweeping and Mopping with Phenyl	Once daily in morning
		Sweeping	Once in afternoon
2	Corridor floor cleaning	Dry & Wet moping/Vacuuming if required (fully mechanized)	Twice daily
3	Corridor floor cleaning	Scrubbing and drying with Auto Scrubber	Once in a week
4	Staircase Cleaning	Sweeping and mopping with phenyl	Once daily
5	Door & door handles cleaning	Wet & Dry wiping	Once daily
6	Drinking water area	Wet & Dry wiping	Once daily
7	Lift door cleaning from outside	Wet & Dry wiping	Once daily
8	Garbage collection and disposal	Manual	Once daily
9	Glass and glass partition cleaning	Wet & Dry wiping	Once daily
10	Fire Extinguishers/hydrants and hose reels cleaning	Wet & Dry wiping	Once daily
11	Any type of furniture	Dusting	Once daily
12	Glasses /Nameplates	Wet & Dry wiping	Weekly
13	Telephone/Computers	Dusting/Vacuuming/Cleaning	Weekly
14	Cobwebs & doormats	Removal of cobwebs and removal of doormats	Weekly
15	Electric Switches	Dry cleaning	Weekly

#	Activity	Method	Frequency
16	Terrace Cleaning	Wet & Dry Cleaning	Monthly
17	Waste material cleaning	Manual	Daily
B	OUTSIDE TEMPLE/BUILDINGS		
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights		Once per month
2	Paved corridors cleaning	Sweeping	2 times a day
		High pressure washing	Once in a week
3	Outside glass cleaning	Wet & dry wiping	Once in a week
4	Outside walls	High pressure washing	Once in a week
5	Parking area & Internal Road cleaning (cycle/ Motorcycle/car)	Mechanized and manual sweeping	Once a day
6	All other roads	Mechanized and manual sweeping	Once a day
7	All the sewerage lines and drains	Sweeping + sprayed with Bleaching powder	Once in every week

B. Cleaning and Sweeping (Attached and General Toilets)

#	Activity	Method	Frequency
1	Toilet cleaning with toilet cleaning Agents (Deodorant phenyl/washing powder/ acid with placement of naphthalene balls)	Sweeping and mopping	Twice a day and as & when required
2	Floor cleaning	Scrubbing & drying	Once a day
3	Side wall cleaning	Scrubbing & drying	Once a day
4	Doors & door handle cleaning	Wet & dry wiping	Once a day
5	Wash basin and surrounding area Cleaning	Wiping	Two times a day
6	External tap cleaning	Dry wiping	Two times a day
7	Mirror cleaning	Damp wiping	Two times a day

#	Activity	Method	Frequency
8	Commode cleaning	Wiping	Every 2 hours
9	Urinal cleaning	Wet/Dry cleaning	On Hourly basis
10	Dustbin clearance & cleaning	Collection and wiping	Every 4 hours
11	Hand drier machine cleaning if any	Wiping	Every 4 hours
12	Exhaust Fan cleaning	Wiping	Weekly
13	Tube light or any other light cleaning	Dry wiping	Weekly
14	Electric Board and Switches cleaning	Dry dusting	Weekly
15	Spray of Air Freshener	Manual	Once daily
16	Hand wash on basins		As per requirement

C. Garbage Collection & Disposal, Pest Control

#	Activity	Frequency
1	Pest control spray shall be made available in all the office rooms, record rooms & stores.	Once in a month
2	Disposal of all wastage to be tied up with BMC's collection and transportation system and not left here and there within and around the premises.	Once daily

D. Garden & Park Maintenance

#	Activity	Frequency
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily
3	Manual watering	Whenever Required
4	Replacement of damaged grass, trees and shrubs.	Whenever Required (to be done immediately)
5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)
6	Dusting of each and every bench and dust bin	3 Times / Day
7	Wiping the chairs	1 Time / Day
8	Cleaning, Repairing work for benches & dust bin.	On alternate days

E. Security Services & Parking Management (round the clock)

1	Huma Temple and Ghanteswari Temple in Sambalpur district	<ul style="list-style-type: none"> ○ The selected Agency shall have the complete responsibility to provide security of the Temple (Tourist Destination) and round the Clock for 16 hours a day consisting of requisite numbers as mentioned in deployment chart in eight hour shifts by providing the required number of Security guard / security personnel to be deployed under instructions and control of Maintenance/ Administrative Head, District Collectorate, Sambalpur . The Security guard / security personnel so deployed will be under obligation to discharge any other security duty as required by the District Collectorate, Sambalpur _. ○ The selected Agency shall be held responsible for conduct, deeds of its Security Guard/ Security Personnel deployed in offices/ residences/ project sites. The selected Agency shall have over-all responsibility to protect the property / Assets / Stores/ Spears records. The selected Agency shall provide security services through its Security guards / security personnel which shall, inter alia, include regulating the entry and exit of vehicles /Material/Personnel through the barriers and check gates established at various locations as per the procedure prescribed by District Collectorate, Sambalpur _. ○ That all security personnel by the selected Agency for deployment shall at all point of time continue to be the employees of the selected Agency for all purposes and the selected Agency shall employ and maintain the security personnel at its own cost and expenses and shall: ○ Keep the security staff and its registers/roll, pay their salaries/wages through Bank including all statutory payments allowances and meet their cost of dress/uniform and safety & other equipment and pay their perks and advances including welfare advances, increments, overtime wages and leave with salary, grant them paid holidays and pay all contributions under the rules of provident fund, Employees State Insurances, (If applicable) Gratuity, Bonus and all other payments under the labour or other laws, rules and regulations relating thereto and in force from time to time. The selected Agency will ensure that no Central and State laws of any kind including labour law and administrative instructions / advisories of State and Central government are violated in any manner. ○ Provide to the personnel, standard common uniform as per of terms and conditions of contract for all seasons. The Agency has to provide 2 (two) pairs of uniform on yearly basis to the security personnel at free of cost without recovery from them. The clothes worn by the private security guards while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct
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		<p>movement or bending of limbs. Every security guard will carry a notebook and a writing instrument with him. Every security guard, while on active security duty, will wear and display the photo identity card issued under Section 17 of the Act (i.e. Private Security Agency (Regulation) Act, 2005) on the outer most garment above waist level in a conspicuous manner.</p> <ul style="list-style-type: none"> ○ Provide weapons (Batons) as per the requirement of rank/status of security personnel for protection. The selected Agency shall obtain license(s) as may be needed under the Arms Act from the District Magistrate and other competent authorities and the District Collectorate, Sambalpur shall not be held responsible in any manner criminally or otherwise if the security personnel engaged by the selected Agency will use firearms etc. in the discharge of their duties. ○ Provide to the security personnel the other necessary stores like torches, search light, binoculars etc. At its own cost without recovery, it from its employees. ○ The selected Agency shall ensure submission of all statutory monthly/ weekly / half yearly/Annually returns as per applicable statute regarding payment of Provident Fund, Employees' State Insurances etc. and furnish proof of such contribution to the District Collectorate, Sambalpur _ along with payment particulars. If the selected Agency fails to comply and effect payment to the aforesaid competent authorities, then the District Collectorate, Sambalpur _ shall be at liberty to withhold payment of invoice till payment to the competent authority by the selected Agency. But the District Collectorate, Sambalpur _ is in no way liable for these lapses on part of the selected Agency.
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Appendix – B: Maintenance Schedule of Park / Garden

1. Establishment & Maintenance of flower beds	Frequency
Annual flowers for Every Season	Throughout the year
Summer Annual	May to Oct
Winter Annual	Nov to April
Flower beds should be in full bloom during the years.	
2. Maintenance of Flower beds	Frequency

Weeding, Inspection for insects & disease implementation of pest control and disease control measure and spraying for weed insects on disease	As needed basic
Trimming of hedges	As needed basic
Irrigation of plants	As needed basic
3. Potted plant (flower bearing / ornamental)	Frequency
Preparation of new potted plant (flower bearing / ornamental)	As advised by Officer I/c of District Collectorate, Sambalpur
Maintenance of potted plant	As needed
Coloring of pots	Twice / year
Decorative presentation of pots	As advised by Officer I/c of District Collectorate, Sambalpur & Horticulturist
4. Lawn maintenance	Frequency
Weeding the lawns	As advised by Officer I/c of District Collectorate, Sambalpur & Horticulturist
Rolling the lawns	
Mowing the lawns	
Sweeping the lawns	
Watering the lawns	
Application of fertilizers / insecticides	
Maintenance of proper mowing height	

5. Cleaning & Maintenance of Play equipment	Frequency
Regular dusting/cleaning	Once/Daily
Repairing of Broken and worn-out seats	Immediate
Replacement of broken, loose or Rusted chain.	Immediate
Inspection of all equipment in the line of safety	Once before opening and after closing of park For public
Tightening of loose screw & bolt	Immediately after detection during inspection
Paint/Stain	1/Year
6. All types of masonry repair works	As & when required
7. Repair and maintenance of play equipment like swing, seesaws, ladders etc.	Immediate

8. Replace & Repair of Electrical fittings	Immediate
9. Litter	
Clean entire area/collect litter	3-5/week – March – November 2/week – December – February
Empty trash cans/replace liners	1/day – March - November 1/week – December – February
10. Park Benches	
Clean/wipe as required w/ disinfectant	1/week – March - November
Remove graffiti	Within 5 days of notification of existence
Pressure wash	2/season – March & July
Paint/stain/sand	1/year
11. Shelters/ Restrooms	
Clean (Peak Season) 1/day – March 1	1/day – March – November
Clean (Off Season)	3-5/week-December -February
Sweep/blow	1/week
Pressure wash	1/month – March – November
Remove graffiti	Within 5 days of notification of existence
12. Trees	
Prune Inspect	1/three years
Remove stumps	Within 30 days of tree removal
Inspect	1 years
13. Park/open space Turf	
Aerate	2/year
Fertilize	2/year 1
Weed Control	2/year 1
Mow/trim	1/week – March - November
Remove sticks/nock /debris etc.	1/week year-round (as needed)
14. Fountains	
Clean (Remove debars, wipe)	1/month
Painting	1/Year
15. Other related works	As and when required

Appendix-C

Criteria for Assessment of Manpower

Category	Shifts	Criteria for Deployment of Manpower	Category
Toilet Cleaners Required	2 Shifts	Person per 8 Toilet Seats (Toilet + Urinals) 2. Separate for Male and Female Toilets 3. Minimum 2 nos at each site	Unskilled
Sweepers Required	2 Shifts	1 per 10000 sqm area	Unskilled
Waste Collectors & Segregators Required	2 Shifts	2 nos. per site in both Sites	Unskilled
Housekeeping of Built up Space	2 Shifts	1 per 1800 Sqm	Unskilled
Gardener	2 Shifts	2 per 3000 Sqm	Semi-skilled
Supervisor Required (For Cleanig related)	2 Shifts	Minimum 1 per site/ 1 per 20 personnel (2 Shifts)	Semi-Skilled
Parking Management	2 Shifts	1. 01 Ticket Collector 2. 01 Guard at Entry, 01 at Exit. 3. 01 person/50 Cars 4. 01 person/ 20 Bus 5. 01 person/200 nos. 2 wheeler	Semi-Skilled
Site Security	3 Shifts	1 Guard per 5000 Sqm 1 Guard at each Gate	Semi-Skilled
Security Supervisor (1 in 6 nos)	2 Shifts	1 Supervisor per 15 Guards Minimum 1 Supervisor	Skilled

Appendix-D

Statement of Manpower Assessment for Tourist Destination-Huma and Ghanteswari Temple

Name of the Agency:-

Sl. No.	Category	Required Manpower
1	No. of Toilet Cleaners (Un-Skilled)	6
2	Sweepers (Un-Skilled)	6
3	Housekeeping of Built-up space (Un-Skilled)	12
4	Gardener (Semi-Skilled)	4
5	Supervisor (Cleaning) (Skilled)	2
6	Parking Management (Semi-Skilled)	6
7	Security at Gates (Semi-Skilled)	12
8	Site Security (Semi-Skilled)	12
9	Security Supervisor (Skilled)	2
Total Manpower required		62

I. List of Annexures

Sl. No.	Description	Annexure	Submission
1.	Format of Pre-Bid Queries	Annexure – I	[Deleted]
2.	Tender Submission Letter	Annexure – II	Technical Proposal
3.	Bidder's Authorization Certificate	Annexure – III	
4.	Proforma for Affidavit	Annexure – IV	
5.	Information on Bidder's Organization	Annexure – V	
6.	Format for Financial Capacity	Annexure – VI	
7.	Power of Attorney	Annexure – VII	
8.	Relevant Experience & CV Format	Annexure – VIII	
9.	Financial Bid Format	Annexure – IX	
10.	Estimate Resource Cost	Annexure – X	
11.	Draft form of Contract	Annexure – XI	To be submitted by the Selected Bidder
12.	Format for Performance Security	Annexure – XII	To be submitted by the Selected Bidder

Annexure – II: Tender Submission Letter

To
The Collector,
District Collectorate, Sambalpur,
Odisha – 768001

Sub: 'Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and GHANTESWARI TEMPLE in Sambalpur District. '.

Ref: RFP No. Dated:

I/ We, the undersigned, offer to provide the above services to District Collectorate, Sambalpur

We are hereby submitting our bid.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to District Collectorate, Sambalpur any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between District Collectorate, Sambalpur and us subject to the modifications, as may be mutually agreed to, between District Collectorate, Sambalpur and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.

We understand that District Collectorate, Sambalpur is not bound to accept any tender that District Collectorate, Sambalpur receives.

Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure – III: Bidder’s Authorization Certificate

To

District Collectorate, Sambalpur

District-Sambalpur

Sub: Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and GHANTESWARI TEMPLE in Sambalpur District

Ref: RFP No. Dated:

Dear..

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No dated . He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Verified Signature:

Seal of the Organization: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favor of the person signing this authorization letter.

Annexure-IV: Proforma for Affidavit

(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s. do hereby solemnly affirm that our firm M/s. _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....

Name of the Bidder

.....

Signature of the Authorized Signatory

.....

Name of the Authorized Signatory

Place: _____ Date: _____

Annexure – V: Information on Bidder’s Organization

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorized Signatory

.....

Name of the Authorized Signatory

Place: _____ Date: _____

Note: Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GSTIN, TAN, PAN.

Annexure – VI: Format for Financial Capacity

Financial Year	Annual Turnover
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

Note:

- All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.
- Bidder must mention the Average Annual Turnover of any 3 of the five financial years.
- To be certified by a practicing Chartered Accountant, with the Chartered Accountant's UDIN (Unique Document Identification Number) clearly mentioned.

Annexure-VII: Power of Attorney

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

Know all men by these presents, We,(Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms.son/daughter/wife and presently residing at , who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and GHANTESWARI TEMPLE in Sambalpur District** . Project proposed to be developed by (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized

Accepted

(Signature, name, designation, and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure – VIII: Relevant Experience

Section A - Relevant Experience in Similar Assignments

Assignment Name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. value of the overall contract (in INR or equivalent in INR):	Approx. value of the services provided by your firm under the contract (in INR or equivalent in INR):
Narrative description of the Project:	
Detailed Scope of services, coverage, and relevance to this project:	

Note:

1. Use Separate Sheet for each Assignment.
2. Supporting documents such as copies of documents as stipulated in the Eligibility Criteria to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.

Section B – Curriculum Vitae (CV) of Key Personnel

1. Proposed Position
2. Name of Personnel
3. Date of Birth
4. Nationality
5. Educational Qualifications {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}
6. Employment Record: (Starting with present position, list in reverse order every employment held.)

Period	Employing Organization and your title / position	Country	Summary of activities performed relevant to the Assignment
[e.g, May 2015-present]	[e.g, Manager for Firm...]		

Language Skills (indicate only languages in which you can work): _____

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions.

{day/month/year}

Name of Expert

Signature

Date

Name of authorized Representative of the Firm

(the same who signs the Proposal)

Annexure – IX: Financial Bid Format

Description	% in words	% in figures
Service Charge as % of the deployed Manpower Cost for Comprehensive Facility Management Services (Safety, Security & Sanitation)	To be quoted	To be quoted

Note:

- A. In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- B. Constituents of Service Charge in Financial Bid shall be inclusive of:
 - a. Profit, Insurance
 - b. EPF, ESI, etc.
 - c. Benefit under Employees Compensation Act wherever applicable.
 - d. Administration Expenses
 - e. Interest Cost (if any)
 - f. Contingency
 - g. Conveyance
 - h. Casual / Sick leaves / benefits to be paid to the personnel deployed under various laws, except the benefits reimbursed by District Collectorate, Sambalpur __
 - i. Tools and tackles (to be considered for quoting Service charge of maintenance services. Refer Appendix B – Part 3)
 - j. Any other that the Bidder would like to factor to deliver the Scope of work.
- C. The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).

Signature of the Bidder with seal

Annexure-X Estimate Resource Cost

Estimate Resource Cost

Sl. No.	Category	Required Manpower	Calculation (No. of Person X Total pay per day + 16.25%(EPF +ESI))	For 30 Days
1	No. of Toilet Cleaners (Un-Skilled)	6	3222.00	96660.00
2	Sweepers(Un-Skilled)	6	3222.00	96660.00
3	Housekeeping of Built-up space (Un-Skilled)	12	6445.00	193350.00
4	Gardener (Semi-Skilled)	4	2381.00	71430.00
5	Parking Management (Semi-Skilled)	6	3571.00	107130.00
6	Security at Gates (Semi-Skilled)	12	7142.00	214260.00
7	Site Security (Semi-Skilled)	12	7142.00	214260.00
8	Supervisor (Cleaning) (Skilled)	2	1307.00	39210.00
9	Security Supervisor (Skilled)	2	1307.00	39210.00
Total		62		1072170.00

**The minimum rate of services charge shall be 3.85% and the service charge should not exceed 7 % in any case, as per OGFR 2023 Finance Department, Govt. of Odisha Rule No.264 Sub Point (iv).

Note: The Total Cost above includes Employer's Contribution of EPF, ESI, Bonus, Gratuity and Leave Allowance.

Annexure-XI: Draft Form of Contract

CONTRACT

For

**Onboarding CFMS Agency for upkeeping Safety, Security & Sanitation at HUMA and
GHANTESWARI TEMPLE in Sambalpur District**

Between

District Collectorate, Sambalpur __

and

XXXXXX

Dated: XX XXXXX 2025

Sl. No	Contents
I.	Contract
II.	General Conditions of Contract
1.	General Provisions
2.	Commencement, Completion, Modification and Termination of Contract
3.	Contract Obligations of the Agency
4.	Agency
5.	Obligations of the Employer
6.	Payments to the Agency
7.	Fairness and Good Faith
8.	Settlement of Disputes
9.	Liquidated Damages
10.	Miscellaneous Provisions
III.	Special Conditions of Contract

I. Contract

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2025, between District Collectorate, Sambalpur — (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXXXXXX (hereinafter called the “Agency”) of the Second Part.

WHEREAS

- a) the Agency, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract.
- b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract.
 - b) The Special Conditions of Contract.
 - c) The following Appendices/Annexures:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Obligations of the “Employer”
 - Appendix F: Performance Bank Guarantee
- 2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of District Collectorate, Sambalpur , Government of Odisha.	For and on behalf of XXXXXXXXXXXXXXXXXXXX
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Designation.	Designation.
Witness	Witness
1.	1.

II. General Conditions of Contract

1. General Provisions

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Agency” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of Odisha
- (i) “Local Currency” means Indian Rupees.
- (j) “Party” means the “Employer” or the Agency, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professional services provided by the Agency assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (l) “Reimbursable expenses” means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

- (m) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (o) “Sub-Agencies” means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (p) “Third Party” means any person or entity other than the “Employer”, or the Agency.
- (q) “In writing” means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub- Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Agency as its Limited Agent.

Save and except for the “Limited-Agency” created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

1.3. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2. A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

1.6. Location: The Services shall be performed in Odisha and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties: The Agency, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions: It is the Employer's policy to require that Employer as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent Practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive Practices" means a scheme or arrangement between two or more agency, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.9.2. Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer- financed contract.

1.9.3. Commissions and Fees

At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, completion, modification, and termination of contract

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Agency instructing the Agency "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days

written notice to the agency declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services: The Agency shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- a) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- b) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- c) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the “Employer”, shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

2.8 Suspension

The “Employer” may, by written notice of suspension to the agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract or as instructed by the “Employer”.

2.9 Termination

2.9.1.1 The “Employer” may terminate this Contract in case of the occurrence of any of the events specified below of this Clause.

- a) If the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the agency, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If the Agency fails to provide the quality services as envisaged under this contract, The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than ninety (90) days’ written notice of termination to the Agency.

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,

(i) the agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.4 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Agency

3.1 General

3.1.1 Standard of Performance: The Agency 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 Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub- agency’s or Third Parties.

3.2 Conflict of Interests: The Agency shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency only payment in connection with this Contract and, subject to Clause GC 3.2.2. hereof

the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency’s, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the agency, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Agency shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency’s Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage and shall cause their Personnel as well as their Sub-Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Agency 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 Agency and its Personnel make public the recommendations formulated during, or as a result of, the Services.

3.3.1 Intellectual Property Rights: The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Agency owns or has the right to use in performing the

service. Notwithstanding the delivery of any reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to District Collectorate, Sambalpur reflected in them).

3.4 Liability of the Agency: Subject to additional provisions, if any, set forth in the SC, the Agency's liability under this contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub-agency to take out and maintain insurance, at their (or the Sub-Agency's, as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. Insurance shall cover loss-of or damage to the equipment, property (except materials and equipment) in connection with the Contract and personal injury and death.

3.6 Accounting, Inspection and Auditing:

Agency agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the Agency/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to Agency, Employer or its authorized representatives will be entitled to have such Records examined during Agency's normal business hours.

Under no circumstances will Employer have access to agency's general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client's records or regarding any other client audit.

3.7 Agency's Actions Requiring Employer's Prior Approval: The Agency shall obtain the "Employer's prior approval in writing before taking the below action.

- a. Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of District Collectorate, Sambalpur.
- b. Any change or addition to the Personnel listed in Annexure X.

3.8 Subcontracts: The Agency may subcontract work relating to the Services to an

extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any Sub-Agencies are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Agency to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.9 Reporting Obligations: The Agency shall submit to the “Employer” the photographs of each line item executed from the BOQ at all locations and along with duration of the installation for the purpose of approval and audit. Final reports shall be delivered in external hard disk in addition to the hard copy.

3.10 Documents Prepared by the Agency to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the “Employer” under this Contract shall become and Agency in the property of the “Employer”, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.11 Equipment, Vehicles and Materials Furnished by the “Employer’s Equipment, vehicles and materials made available to the Agency by the “Employer” or purchased by the agency wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the agency shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the agency, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

3.12 Equipment and Materials Provided by the Agency: Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall Agency in the property of the Agency or the Personnel concerned, as applicable.

4. Agency

4.1. General: The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2. Description of Personnel:

- a. The title agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are as per the Agency's proposal.
- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix A may be made by the Agency by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix A may be increased by a separate agreement in writing between the "Employer" and the Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3. Approval of Personnel: The Key Personnel and Sub-agency's listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs).

5. Obligations of the "Employer"

5.1. Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a. Provide the Agency with work permits and such other documents as shall be necessary to enable the Agency to perform the Services.
- b. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c. Provide to the Agency any such other assistance as may be specified in the SC.

5.2. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties.

5.3. Payment: In consideration of the Services performed by the Agency under this Contract, the "Employer" shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the Agency:

- 6.1. Total Cost of the Services:** The total cost of the Services payable is as per the agency's proposal to the Employer and as negotiated thereafter.
- 6.2. Currency of Payment:** All payments shall be made in Indian Rupees.
- 6.3. Terms of the Payment:** Payment shall be made on the basis of monthly invoice raised by the Agency for deployed resources. **Refer Clause 22 under Instructions to Bidder.** The Agency must submit monthly attendance of deployed resources as per the RFP and attendance system approved by the authority. The requirement of resources may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of District Collectorate, Sambalpur.
- 6.4.** Agency must ensure that any additional work done by the Agency has to be approved by District Collectorate, Sambalpur in writing, otherwise, it will not be considered for payments.
- 6.5.** All billed items are to be signed off by respective Head from State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant documentary evidence. The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

7. Fairness and good faith

- 7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. Settlement of Disputes

- 8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and

the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the District Collectorate, Sambalpur . The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 8.3 Arbitration proceedings shall be held in India at Sambalpur, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated damages and penalties

- 9.1. The Agency hereby agrees that due to negligence of act of the Agency, if the “Employer” suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2. The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.
- 9.3. The liquidated damages shall also be applicable under following circumstances:
- 9.3.1. If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
- 9.3.2. If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.
- 9.4. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. Miscellaneous provisions:

1. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
2. The Agency shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
3. Each member/constituent of the Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
4. The Agency shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR)

while providing its services under the Project.

5. The Agency shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
6. The Agency shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
7. All claims regarding indemnity shall survive the termination or expiry of the Contract.
8. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Employer.

Special Conditions of Contract

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are</p> <p>Employer :</p> <p>Attention :</p> <p>Agency :</p> <p>Attention :</p> <p>Telephone :</p> <p>Agency :</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>For the Agency:</p>
3	2.3	<p>Commencement of Services:</p>
4	2.4	<p>The time period shall be</p>
5	3.4.1	<p>Limitation of the Agency's Liability towards the "Employer"</p> <p>In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the Agency under this Agreement.</p>
6	3.4.2	<p>The risks and coverage shall be as follows:</p> <p>The Parties agree that the risks and coverages shall include but not be limited to the following;</p> <p>Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out-of-pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.</p>

7	6.3	<p>The accounts are;</p> <p>For local currency</p> <p>Receiving Bank :</p> <p>Account No. :</p> <p>IFSC/RTGS Code:</p> <p>MICR Code :</p> <p>Beneficiary Name :</p> <p>Beneficiary Address :</p>
8	1.5.2	<p>Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.</p>

Annexure – XII: Format for Performance Security

PERFORMANCE BANK GUARANTEE FORMAT

To

District Collectorate, Sambalpur,
District– Sambalpur

WHEREAS..... (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No..... Dated to undertake the service of (description of the services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____(Name of the Client) in the said contract that the Agency 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 supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, 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 consultant 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 consultant 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 consultant 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 DD/MM/YYYY

Our branch at Bhubaneswar (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 Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.....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