

## **E-bid document**

# **Request for Proposal (RFP) for Selection of Agency to provide Integrated Hostel and Mess Management Services**

**Issued by:**

Sports Authority of India

1st Floor Sports Authority of India HQ, JLN Stadium Complex,

Entry Gate No. 10, Lodhi Road, New Delhi-110003

Website: <http://sportsauthorityofindia.nic.in/>

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## **Disclaimer**

This Request for Proposal (RFP) document for **RFP for Selection of Agency to provide Integrated Hostel and Mess Management Services** (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Sports Authority of India** hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

## Contents

1	Data Sheet.....	5
2	Glossary.....	7
3	Terms of reference .....	9
3.1	Scope of services.....	9
4	Key Team Personnel .....	23
5	Eligibility and Evaluation criteria .....	25
5.1	Eligibility Criteria.....	25
5.2	Evaluation Criteria .....	27
6	Award of Contract .....	29
6.1	Award Criteria.....	29
6.2	Notification of award .....	29
6.3	Signing of contract .....	29
7	Contract Period.....	29
8	Performance Security .....	29
9	Payment Terms.....	30
10	Special Terms and Conditions.....	31
10.1	Taxes, Labour laws and Other regulations .....	31
10.2	Insurance .....	32
10.3	Inspection and testing by SAI .....	32
10.4	Assignment and sub-contracting .....	32
10.5	Safety and Security .....	32
10.6	Cleaning material and Consumables.....	32
10.7	Kitchen and Room Consumables .....	33
10.8	Electrical and Plumbing Spares and Consumables .....	33
10.9	Obligations of Agency towards deployment of personnel.....	34
10.10	Obligations of SAI.....	35
11	Instructions to Bidders .....	37
11.1	General instructions.....	37
11.2	Preparation and submission of Proposals .....	39
11.3	Only one proposal.....	44
11.4	Site Visits .....	44
12	Annexure A: Standard Forms.....	46

1	FORM 1: Bid Submission Form .....	46
2	FORM 2: Financial capacity of the Bidder .....	50
3	FORM 3: Eligible assignments of the Bidder.....	51
4	FORM 4: Bidder’s organization and experience .....	52
5	Form 5: Curriculum Vitae format.....	53
6	FORM 6: Financial Proposal <As per BOQ> .....	55
7	Form 7: Bid Security Declaration Form .....	56
13	Annexure B: General Conditions of Contract .....	57
1.	General Provision.....	57
1.1.	Definitions .....	57
1.2.	Law Governing Contract.....	57
1.3.	Language .....	57
1.4.	Notices .....	57
1.5.	Authorized Representatives .....	58
1.6.	Taxes and Duties .....	58
1.7.	Fraud and Corruption.....	58
1.8.	Limitation of Liability.....	58
1.9.	Insurance .....	58
1.10.	Liquidated Damages/Penalty.....	58
2.	Commencement, Completion, Modification and Termination of Contract.....	59
3.	Obligations of the Bidder .....	61
4.	Obligations of the Client.....	62
5.	Payments to the Bidder.....	62
6.	Good Faith and Indemnity.....	63
7.	Settlement of Disputes.....	63

**1 Data Sheet**

1	Name of the Bid	RFP for Selection of an Agency to provide Integrated Hostel and Mess Management Services
2	Time-period of contract	3 years Extendable by 2 more years, pursuant to satisfactory performance, based on mutually agreeable terms and fresh agreement between the parties.
3	Method of selection	Least Cost method (L1)
4	Financial Bid to be submitted together with Technical Bid	Yes
5	Name of the Authority's official for addressing queries and clarifications	<b>Regional Director (Operations), SAI</b> Sports Authority of India, 1st Floor Sports Authority of India HQ, JLN Stadium Complex, Entry Gate No. 10, Lodhi Road, New Delhi-110003 Website: <a href="http://sportsauthorityofindia.nic.in/">http://sportsauthorityofindia.nic.in/</a> <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
6	Proposal/Bid Validity Period	180 days from Proposal Due Date/Time
7	Proposal Language	English
8	Proposal Currency	INR
9	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	08.02.2021
	Last date of receiving queries	17.02.2021 at 1700 HRS Mail id: opsdiv.sai@gmail.com
	Virtual Pre-bid conference	18.02.2021 at 1100 HRS Zoom Meeting Link: <a href="https://us02web.zoom.us/j/86319940213?pwd=dnBhMFIYM_GJGbXIEZHB2Y1RkY2NhZz09">https://us02web.zoom.us/j/86319940213?pwd=dnBhMFIYM_GJGbXIEZHB2Y1RkY2NhZz09</a> Meeting ID: 863 1994 0213 Passcode: 638420
	Authority response to queries	To be communicated
	Proposal Due Date (PDD)	01.03.2021 1400 HRS
	Bid Submission Start Date	23.02.2021 1400 HRS
	Bid Submission End Date	01.03.2021 1400 HRS

	Opening of Technical Bids	02.03.2021 1430 HRS
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
10	Consortium to be allowed	No
11	Sub-contracting is allowed	No
12	Account details	<b>For Performance Bank Guarantee</b> Account Name: Secretary SAI Bank Account No: 108510100032325 IFSC Code: ANDB0001085 Bank Name: Andhra Bank Bank Branch: JLN Stadium, Sports Authority of India Building CGO Complex, New Delhi Branch Code: 1085
13	Bid Security Declaration	A duly signed and sealed copy of Bid Securing Declaration as per Form 7

## 2 Glossary

- i. "3-starhotel" means a hotel that provides amenities, higher quality service, physical attributes and design as per the guidelines issued by Ministry of Tourism, Government of India.
- ii. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- iii. "Agency" shall mean the bidder who has been the awarded the works under this RFP.
- iv. "Bidder" means any registered private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- v. "Brand" shall mean, the trademark registered in, (a) India in accordance with the provisions of the Trade Marks Act, 1999, or (b) any jurisdiction other than India in accordance with the applicable law in such jurisdiction, in each case, under which an entity is operating and managing hotel(s)/guest house(s)/hostel(s).
- vi. "Client" means the Authority with which the Bidder signs the Contract for the Services
- vii. "Contract" means the contract signed by the Parties and all the attached documents including this RFP, if any
- viii. "Day" means calendar day.
- ix. "Effective date" means date on which the mobilization period gets completed.
- x. "Eligibility" shall have the meaning set forth in Clause 5 of the RFP
- xi. "Earnest Money Deposit (EMD)" means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender. (Not applicable as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020. However the Bidder is required to submit the Bid Declaration Form as per Format- 7)
- xii. "Facility" for the purpose of this tender would include any permanent structure like hotel(s) or guest house(s) or service apartment(s) or hostel(s), providing accommodation, food & beverage and hospitality services.
- xiii. "Facility management services" shall mean comprehensive services including guests/visitor's management, room management, housekeeping, Kitchen and catering management/mess management, electrical/civil/mechanical maintenance and other hospitality services any supporting technologies, equipment, processes, systems, and applications etc.. wherein such services have been provided in a single Facility at the same point in time and/or any other services as defined in clause 3 and at other place in this RFP.
- xiv. "GST" shall mean Goods and Services Tax applicable in India.
- xv. "Key Dates" shall mean the dates mentioned in Clause 1 and the Data Sheet
- xvi. "Letter of Award" or "LOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- xvii. "Mobilization Period" means the period of 30 days granted to the successful bidder from the date of signing contract to mobilize the project team as per the requirements stated in this RFP.
- xviii. "Party" means the "Client or the Bidder", and "Parties" means both of them
- xix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.
- xx. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xxi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet

- xxii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xxiii. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xxiv. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- xxv. "Similar works" means should mean Facility management services executed for Central/state Government/PSUs/Nationalised banks/Reputed Organisations.
- xxvi. "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.



### 3 Terms of reference

Sports Authority of India (SAI) is an autonomous body under Ministry of Youth Affairs and Sports (MYAS). The different sports promotional schemes and the academic programmes of SAI are being implemented through the Regional Centres/Sub-centres spread across the country. SAI also provides boarding and lodging to the selected trainees and national campers at its various centres. Presently, such centres and hostels therein are run and managed by SAI.

It is proposed to appoint an Agency specialised in providing hospitality services or Catering and Facility management services to provide Integrated Hostel and Mess management services for SAI hostels at various locations within India. The purpose is to select the best fit Agency to implement a robust and reliable integrated facilities management services, inclusive of any supporting technologies, equipment, processes, systems, and applications. For the purpose of this RFP, the hostels which are available for bidding are provided in the table below:

S.No.	Name of the Hostel	Plinth Area (in Sq.mt.)	No. of Rooms	No. of beds	No. of Toilets	No. of Kitchens
1	Dr. Karni Singh Shooting Range (KSSR) Hostel	3,574	84	162	79	1
2	Jawaharlal Nehru Stadium (JNS) Complex, New Hostel	2,995	55	104	61	1

#### 3.1 Scope of services

The scope of work essentially indicates operations, maintenance and management services pertaining to upkeep and smooth working of the entire hostel premises including equipment, infrastructure, fixtures, accessories, utilities, services, furniture etc. It is necessary to maintain the environment of the Hostel in a healthy and hygienic condition round the clock at the level of a 3-star hotel or above. The scope of work will broadly cover the following heads:

- i. **Hostel management services**
  - a) **Hostel administration (Front Office/Reception/Helpdesk Service)**
  - b) **Hostel housekeeping including waste management and pest control**
- ii. **Mess management excluding supply of raw material for food preparation and equipment**
- iii. **Maintenance services**
  - a) **Electrical/Mechanical maintenance**
  - b) **Civil maintenance**

The above heads will contain, but not be limited to the following activities:

##### 3.1.1 Hostel management Services

###### A. Hostel administration (Front office/Reception/Helpdesk Service):

- Allotting rooms to the hostel residents as per directions from SAI; services include manning the reception and office, round the clock on all the days of the year and maintenance of allotment register, etc.;
- Manage telephone board, receive and make calls to internal staff, hostel residents, or any officer within campus;

- Manage visitors (other than hostel residents) to Hostels;
- Provide responsive service to all hostel residents for general inquiries and service-related complaints and requests;
- Coordinate with hostel warden and administrative divisions of SAI to resolve any day to day concerns related to the operation of the hostel;
- Interact with law enforcement agencies during their visit to premises on any account and in their offices as found necessary (e.g. Police or Fire Department);
- Coordination for conducting drills (earthquake, fire etc.);
- Devise a detailed plan for storage, issuance, receipt and maintenance of keys of all rooms, common area and other strategic areas of safety and security concern; and
- Maintain digital logs for all issues and receipts of keys.

#### **Service Level Agreement (SLA) for Hostel administration**

<b>S.No.</b>	<b>SLA for Hostel administration</b>
1.	Front Office should be manned 24/7 or during the operational hours as agreed with SAI.
2.	The waiting area, lounge and lobby area should be in order at all times and newspapers, flower arrangement, telephone should be in place and arranged neatly.
3.	Ensure that there are no gender discriminations or harassment to the staff by any one and if it arises, report promptly to the Facility Manager deployed by the Agency.
4.	All Front Office personnel are well groomed with good English and Hindi language & inter-personal skills and are polite, courteous and adhere to standards that are satisfactory to SAI's Management.
5.	Front office personnel should be smartly dressed at all times.
6.	Visitors will not be allowed beyond the reception areas without being escorted by their host or having been issued a Security Pass
7.	Ensure availability of keys on request and in emergency situations

#### **B. Hostel housekeeping**

The Services to be provided include to plan, direct, control and deliver housekeeping services (including waste management and pest control).

The following services are to be carried out under housekeeping:

##### **a) Inside the building**

- Total cleaning of main reception, lobby, lounge and waiting area including displays, furniture, artefacts, etc.;
- Total cleaning of lift lobbies, staircases, railings and passages;
- Corridor floor cleaning;
- Cleaning of drinking water area;
- Rooms cleaning including laundry services for dirty bed and bathroom lines;
- Attached Toilets cum bath in the rooms
- Toilets in the common areas
- Terrace cleaning, and

- Any other areas not mentioned in the list but requiring regular cleaning inside the hostel area.

**b) Outside the building**

- Cleaning of external surface including glass façade, external building surface, structure at entrance plaza at all heights upto 10 meters
- Cleaning of paved corridors;
- Sweeping of all the sewerage lines and drains; and
- Any other area not mentioned in the list but falling within the purview of the hostel campus should be cleaned.

**c) Mess (Kitchen) cleaning**

Be responsible for the cleanliness of the kitchen area, including facilities and fixed equipment; food storage and preparation areas and the serving areas. This includes but is not limited to:

- The kitchen, dining area, dish wash area, drinking water area, etc., must always be kept clean washed with water and soap solution and mopped regularly;
- Bussing and cleaning of tables in athletes' and coaches' dining room;
- After every meal (breakfast & lunch), all the plates, cups, bowls, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept;
- Clean, all sinks and metal fittings; and
- Wipe down fridge / other white goods (if applicable).

**d) Waste management**

Waste would be generated daily from the following sources:

- i. Paper and e-waste waste from administrative office and other areas;
- ii. Organic and inorganic waste from kitchen;
- iii. Waste from rooms;
- iv. Debris from Interior Fit – out work and refurbishment;
- v. Oil waste and other waste matter generated during maintenance work; and
- vi. Any other type of waste generated on the hostel premises.

The indicative list of activities is given hereunder:

- Daily collection and segregation of waste from within the hostel premises (dry, wet, reject, e-Waste), and sent to waste hauling areas. Waste should be collected in vehicle or trolleys;
- The Agency will take the responsibility for necessary waste segregation and be compliant with all the relevant government standards of waste management. Dry/Wet waste segregation should be as per the new Solid Waste Management Rules (SWM), 2016 notified by Union Ministry of Environment, Forests and Climate Change (MoEF&CC);
- The Agency will arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area, etc., every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste;and
- Disposal of all wastage to be tied up with city's collection and transportation system.

**e) Pest Control**

The Agency shall provide comprehensive control over all types of pests using appropriate disinfectants, insecticides and pesticides that are safe, having low toxic levels, duly approved by appropriate authorities. Pest control should cover but not be limited to:

- General disinfestations of crawling and flying pests including but not limited to mosquito, bees, ants, rats, mice, bugs, termites, silverfish, spiders, cockroaches, houseflies and mosquito larvae, rodent and reptile control etc.;
- Anti-malarial fumigation;
- Installing appropriate deterrents to stop pigeons and bats roosting inside the building;
- Add physical barriers to pest entry and movement;
- Investigate, remove and dispose of any dead animal carcass, including but not limited to in, under or around buildings, sheds, storage containers, etc. as requested;
- Inject non-chemical insect baits into wall voids and areas likely to harbour and breed insects for maximum preventive control, allowing for immediate occupation of treated areas without causing any disturbances or damages to hostel residents and installed office electrical and electronic equipment, subject to prior approval from SAI.
- Ensure that the treatment to all the rooms and bathrooms, and common areas of hostel including kitchen, are completed periodically as stipulated by suitably informing concerned hostel residents well in advance and making adjustments according to their convenience.

**Service Level Agreement(SLA) for Hostel housekeeping Services**

S.No.	SLA for Hostel housekeeping Services
1.	Highest standards of hygiene as per 3-star category hotel shall be maintained throughout the entire hostel premises.
2.	Waste shall not be left unattended within and around hostel premises.
3.	Any dead animal carcass if found in the building to be removed within 4 hours of initial notification.
4.	No bad odors to emanate from within the hotel premises at any time Use a clean technology for toilet sanitation and odor removal using a non-microbial, environment friendly, advanced oxidation process, as per International Standards or equivalent guidelines, which will ensure speedy odor removal within 10-15 minutes and degradation of toilet waste within 24 hours.
5.	Lobby to be clean all the time with no dust layer and/or stains on the floor, dados, ceiling, walls, etc.
6..	Cobwebs should not be found anywhere in hostel premises.
7..	No pests or termite to be visible in the hostel premises.
8..	No waste to be visible in the hostel premises.
9.	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 SAI. It will also include staff deployed and cleaning work executed for each cleaning session.
10.	All toilets should be kept fully stocked with toiletries and such toiletries should be made available at all times
11.	Housekeeping staff should wear their ID, uniform, and safety gear during the duty hours.
12.	Upkeep, arrangements and internal décor of the dining halls to meet 3-star quality standard
13.	Each room to be provided with two small sized dustbins with disposable garbage bags – one in room and one in attached toilet;
14.	Ensure that proper covered big size dustbins with garbage bags (disposable bags) are provided and placed at different locations of the Hostel building;

### Schedule for Hostel housekeeping Services

#	Activity	Method	Frequency
<b>Entrance of Hostels is to be cleaned before 7:30 A.M.</b>			
<b>The initial cleaning operation of the premises shall be carried out daily from 7:00 AM to 8:30 AM.</b>			
<b>Entire hostel premises should be ready in terms of good housekeeping by 8:30 AM every day or any other time as specified by SAI.</b>			
<b>Deep cleaning service shall be undertaken between 8 PM to 7AM.</b>			
<b>A. Inside Building</b>			
1.	Total cleaning of main reception including displays, furniture, artifacts etc.	Sweeping and mopping	Once daily in morning
		Sweeping	Once in afternoon
2.	Corridor floor cleaning	Dry & Wet mopping/Vacuuming if required (fully mechanized)	In two hourly bases
3.	Cleaning of lift lobbies, staircases, railing and passages	Sweeping and mopping	Twice daily
4.	Cleaning in rooms	Sweeping and mopping	Once daily
5.	Clean change of bed linen including Bed Sheet, Bed Cover, Pillow Covers	Manual	Once in a week
6.	Clean change of bathroom linen, hand towel and bath towel	Manual	Twice in a week
7.	Clean change of blankets	Dry-cleaning	Twice in a year
8.	Clean change of window curtains	Washing	Twice in a year
9.	Attached toilet cum bath cleaning	Scrubbing, wiping & drying	Twice daily

10.	Placement of essential toiletries like soap/soap cases, toilet paper etc.	Manual	Once a day (Every morning)
11.	Exhaust fan cleaning	Wiping	Weekly
12.	Tube light or any other light cleaning	Dry wiping	Weekly
13.	Door & door handles cleaning	Wet & Dry wiping	Twice daily
14.	Cleaning of drinking water area	Wet & Dry wiping	Twice daily
15.	Telephone/Computers	Dusting/Vacuuming	Twice in a week
16.	Cobwebs & doormats	Removal of cobwebs and removal of doormats	Weekly
17.	Electric switches	Dry cleaning	Weekly
18.	Replenish the following items promptly in rooms: a. Goodnight/All out mosquito repellent with refills b. Naphthalene balls c. Battery Cells (in working condition) for AC remotes. d. Soap/Soap case & Toiletries e. Mugs/Bucket/Toilet paper	Manual	As per the requirement of each room
19.	Terrace cleaning	Wet & Dry cleaning	Monthly
<b>B. Outside Building</b>			
20.	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights		
20.1.	up to 10 meters	Wet & Dry wiping	Once in every week
20.2.	Beyond 10 meters	Wet & Dry wiping	Once in every month
21.	Cleaning of paved corridors	Sweeping	2 times a day
22.	Sweeping of all other roads	Mechanized and manual sweeping	Once a day
23.	Sweeping of all the sewerage lines and drains	Sweeping + sprayed with bleaching powder	Once in every week
<b>C. Mess (Kitchen)</b>			
24.	Cleaning of kitchen area, dining area, dish wash area and drinking water area	Washed with water and soap solution and mopped	Three times in a day (Before and after every

			mealtime)
25.	Bussing and cleaning of tables in athletes' and coaches' dining room	Wet & Dry wiping	Three times in a day (Before and after every mealtime)
26.	Cleaning of all the plates, cups, bowls, water glass, spoons, forks, knives etc.,	Wet cleaning with soap solution and dry wiping	After every meal (breakfast, lunch and Dinner)
27.	Cleaning microwaves	Dry Wiping	Two times in a day
28.	Clean, all sinks and metal fittings	Wet cleaning with soap solution and dry wiping	After every meal (breakfast, lunch and Dinner)
29.	Wipe down fridge / other white goods (if applicable)	Dry wiping	Once a day
30.	Clear Dustbins	Collection and wiping	After every meal (breakfast, lunch and Dinner)
<b>D. Waste management</b>			
1.	Dustbin clearance in rooms and attached toilet cum bath	Collection and wiping	Once a day (Every morning)
2.	Collection of Garbage from all Individual buildings including Kitchen (Dry, Wet, reject, e-Waste, segregated), and collected separately and sent to waste hauling areas	Manual	Daily
3.	Arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of biodegradable waste from non-biodegradable waste	Manual	Daily
4.	Food assessment to be provided and shared with the Mess committees to reduce wastage of food.	Manual	Daily and Weekly
<b>E. Pest Control</b>			
1.	General disinfections against cockroaches, spiders, houseflies and mosquito larvae	Manual	Once in 6 months
2.	Kitchen Fumigation	Manual	Monthly/As per need

3.	Any specific fumigation	Manual	As per need
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### 3.1.2 Mess management excluding supply of raw material for food preparation and equipment

The detailed scope of services to be provided for Mess management services shall be the following:

- The overall operation of Kitchen will be undertaken under the supervision of Chef supported by Assistant Chef/ Nutritionist appointed by SAI;
- The weekly menu shall be finalized in consultation with Nutritionist and Chef deputed by SAI and posted on the notice board. The Agency will be provided with the menu a week in advance;
- The personnel provided by the Agency shall prepare wholesome and hygienic meals and other eatables, snacks, beverages (tea, coffee), etc., as per the menu provided by SAI;
- The food must be prepared in clean, hygienic and safe conditions. All items shall be cooked in the kitchen of the hostel only;
- The Agency shall be responsible for coordinating with the supplier for supplies and receipts of raw material. All the materials should be handled carefully, and consumption of provisions should be recorded on a daily basis;
- The Agency is required to meet the day to day requirements like breakfast, lunch, dinner (veg/non-veg), tea, snacks, coffee, etc., as applicable and should have catering arrangements on requirement basis. The timing of operations will be notified to the Agency by SAI;
- A complaint box will be kept in the Mess for recording any complaint or suggestions from any officer of SAI or visitors and will be regularly inspected by Mess committee. Decision taken by committee shall be final in all these complaints/suggestions;
- Only residents of the hostel, coaches, staff and authorized guests will be allowed to dine in the mess;
- The Agency will ensure no meat and vegetables which does not meet the standard prescribed by SAI are used for cooking and should strictly adhere to FIFO for ingredients and raw materials management;
- Agency shall provide First Aid-Box in the kitchen hall to meet any emergency conditions;
- No mess food to be taken to the rooms;
- Daily and weekly food assessment should be provided and shared with the Mess Committees to reduce wastage of food; and
- Responsibilities with respect to kitchen equipment has been mentioned in sub-clause 10.6 and 10.9 under Clause 10 "Special terms and conditions".

#### Service Level Agreement (SLA) for Mess management

S.No.	SLA for Mess management
1.	All utensils to be washed and rinsed with clean water after every use and wiped with a clean dry cloth before use.
2.	All used plates, tumblers, spoons etc. will be: <ol style="list-style-type: none"> <li>1. Washed in plain water</li> <li>2. Scrubbed with cleaning agents</li> <li>3. Rinsed thoroughly in clean water</li> </ol>

	<p>4. Sterilized in hot water.</p> <p>5. Wiped with a clean cloth before use.</p>
3.	<p>The Agency shall ensure that the following is strictly followed by all its personnel while on duty:</p> <p>a) Wash hands in suitable disinfectant solution, then with soap and rinse in clean water and wipe dry on a clean dry towel especially.</p> <ol style="list-style-type: none"> <li>i. On starting work.</li> <li>ii. After using toilet.</li> <li>iii. After handling raw foods</li> <li>iv. After breaks for eating, drinking or smoking</li> <li>v. After coughing, sneezing or blowing nose.</li> <li>vi. After touching hair</li> <li>vii. After handling refuse or waste materials.</li> <li>viii. After handling cleaning chemicals.</li> </ol> <p>b) Cover cuts, sores and burns with clean waterproof dressing.</p> <p>c) Keeping fingernails short and clean and remove all nail polish.</p> <p>d) Avoid jewelry and perfumes.</p> <p>e) Wear clean and where appropriate protective clothing.</p> <ol style="list-style-type: none"> <li>i. Clean uniform comprising of headgear, gloves and aprons were necessary and shoes. Head and feet should at all times be covered in kitchen service.</li> <li>ii. Use appropriate personal protective equipment (to be provided by the Agency) like helmets and shoes, during spot service.</li> </ol>
4.	<p>No person known or suffering from or known to be a carrier of disease likely to be transmitted through food (e.g. infected wounds, skin infection, sores or diahorrea) should be allowed to work in any food handling area.</p>
5.	<p>No bad odors to emanate from the mess.</p>
6.	<p>All cooking/storing equipment like Grinders, Dosa Plate, Gas Burners, Steam Cooking Equipment, Deep Freezer, Water Cooler, Aqua Guard, etc., to be appropriately cleaned after such use and always keep it in a clean and hygienic condition.</p>
7.	<p>Storage conditions shall be of the highest standard for both perishables and non-perishables.</p>
8.	<p>Processes to be followed as prescribed matching the standard of 3-star hotels.</p>

### **3.1.3 Maintenance Services**

#### **A. Electrical/Mechanical Maintenance**

- Report non-functional electrical gadgets (geysers, fans, lights, Air Conditioners (AC) etc) and other maintenance issues of the rooms as well as common areas to the hostel Warden through Receptionist. A register to be maintained for this purpose, room wise and the same to be brought to the notice of the hostel Warden daily through Receptionist;
- Check, repair and/or replace in cases such as light not working, fan not working, geyser not working etc.;
- Replacement of bulbs/ tubes /chokes/starters/ ballasts, ventilation fans / pumps / motors, etc. (after warranty period has lapsed and have become non-functional) for entire hostel building;
- Change switches, regulators, holders, sockets etc if found defective;
- Replace fuse, MCB, etc., if found faulty; and
- Replace defective wiring of the rooms if found faulty
- Air Conditioners (Split & Window AC Maintenance)
  - Check and clean filter;
  - Check cooling effect;
  - Power connection checking;
  - Drain chocking cleaning;
  - Fan tightness and cleaning;
  - Attending leakages; and
  - Identification and rectification of leakages.

#### **B. Civil maintenance**

- Regular maintenance of drain covers including replacement if found damaged;
- Repair and maintenance of sanitary fixtures, lavatories;
- Removal and replacement of damaged sanitary fixtures and lavatories if required;
- Regular maintenance of plumbing fixtures;
- Regular maintenance of water pumps with all connections and attachments, damaged part should be repaired or replaced at that time immediately;
- Regular cleaning, maintenance of water cooler and purifier (RO) as per the need. Repairing work if not in working condition;
- Regular maintenance and cleaning of all valves;
- Regular maintenance for all main line, sub lines water supplies;
- Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves;
- Replacement of damaged pipes, valves, cables, decoders if found damaged or theft;
- Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns;
- Replacement of cracked tiles, reapplying grouting & plastering in common area like pathways, roads etc.;
- Attending blockage of drainpipes, gully traps and manholes, water supply, sanitary storm drainage & sewage disposal work;
- Attending the leakage from taps and valves, sanitary fixtures, fixtures for water supply, etc.;

- Attend to and inform stakeholders the reason and preventive steps for any seepage reported;
- Room wall painting as and when required;
- Ceiling plastering peel off;
- To carry out all the minor repair works;
- Check, repair and/or replace in cases such as Door lock /door latch/tower bolt not working, Shower not working, Glass broken etc.;
- Pipeline, bush cutting beside roads, sub-stations, weighbridges, office premises, etc.;
- Carpentry activities as and when required;
- Masonry activities as and when required; and
- Responsible to look after all property and equipment of the said premises entrusted to it for guarding & provision of security and safekeeping and under its control (reasonable levels of wear and tear accepted). Agency shall fully indemnify the SAI against any theft, intrusion or such incidence arising in the premises.

### Service Level Agreement (SLA) for Maintenance services

S.No.	SLA for Maintenance services
1.	Electricians should be available round the clock.
2.	Plumbing complaint-should be attended within 3 hrs.
3.	Electrical complaint should be attended within 2 hrs.
4.	Damaged parts of room furniture or toilet are to be replaced within 2hrs.of such event.
5.	Measuring instruments like clamp meter, multi meter should remain with duty electrician.
6.	Ensure all interior and exteriors are maintained properly.

### Schedule for Maintenance Services

#### Part 1: Electrical/Mechanical Maintenance

#	Regular maintenance as and when required	Timeline
1.	Replace & Repair fitting of lights as per requirement	1. Repair and refix 30 mins 2. Replacement 2 hours
2.	Replace defective wiring of the rooms if found faulty	
3.	Change switches, regulators, holders, sockets etc if found defective.	
4.	Replace light fitting of kitchen, common areas & other areas of building	
5.	Replace Fuse, MCB, etc., if found faulty	
6.	Geyser not working	1. Repair- Within 2 hours 2. Replace- Inform SAI within 24 hours minimum

#	Maintenance Schedule for Air Conditioners (Split & Window)
<b>A. Monthly activities</b>	
7.	Check & clean filter
8.	Check cooling effect
9.	Power connection checking
10.	Drain chocking cleaning
11.	Fan tightness and cleaning
<b>B. Attending Leakages</b>	
12.	Identification and rectification of leakages

**Part 2: Civil Maintenance**

#	Activity	Frequency
1.	Regular maintenance of drain covers including replacement if found damaged	1 time /Week
2.	Repair and maintenance of sanitary fixtures, lavatories	On alternate days
3.	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Replace within 2 hours
4.	Regular maintenance of Doors of rooms, Toilets, Kitchen.	Complaint resolution within 2 hours
5.	Regular maintenance of plumbing fixtures	On alternate days
6.	Regular maintenance of water pumps with all connections and attachments	On alternate days
7.	Water cooler and purifier (RO)	As per need
8.	Regular maintenance and cleaning of all valves	1 time /Week
9.	Regular maintenance for all main line, sub lines water supplies	1 time /Week
10.	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate days
11.	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft	Immediate
12.	Painting on grills, fencing & all service / entry gates and gate columns	As per need (Once in year)
13.	Replacement of cracked tiles, reapplying grouting & plastering in common area like pathways, roads etc.	Minimum of 24 hours
14.	Check, repair and/or replace in cases such as Door lock /door latch/tower bolt not working, Shower not working, Glass broken etc.	1. Repair And re fix 30 mins 2. Replacement 2 hours

15.	Room wall painting	As per need (Once in year)
16.	Pipeline, bush cutting beside roads, sub-stations, weighbridges, office premises, etc.	Once in a month
17.	Carpentry activities	As per need
18.	Masonry activities	As per need

#### 4 Key Team Personnel

The specified category wise minimum number of personnel should be available daily as spelt below for each hostel:

#	Personnel	Shifts	Dr KSSR Hostel	JNS Stadium Hostel
<b>Number of available beds</b>			<b>162</b>	<b>104</b>
<b>Hostel administration (Front desk/Helpdesk, coordination and supervision, keys management, complaint handlings)</b>				
1	Facility Manager (1 per Campus)	1 shift	1	1
2	Receptionist / Front desk/ Helpdesk Manager (1 Per Hostel building)	3 shifts	3	3
3	Data operator/Computer Operator (1 per campus)	1 shift	1	1
<b>Mess Management</b>				
1	Cooks/Helpers- (2 per shift)	3 shifts	6	6
2	Cleaning staff - (2 per shift)	2 shifts	4	4
3	Waiter and F&B Stewards	2 shifts	6	4
4	Storekeeper	1 shift	1	1
5	Catering Manager	2 shifts	1	1
<b>Maintenance Services</b>				
1	Electrician/Wireman (1 per shift)	3 shifts	3	3
2	Khallasi (1 per shift)	3 shifts	3	3
3	Carpenter (1 per shift)	2 shifts	2	2
4	Plumber (1 per shift)	2 shifts	2	2
5	Mason (1 per shift)	2 shifts	2	2
6	Sewer Man (1 per shift)	2 shifts	2	2
7	Beldar (1 per shift)	Twice the no. of Carpenter	4	4
8	Supervisor for maintenance works (1 per shift)	2 shifts	2	2

**Note:** The above shift-wise deployment of staff is indicative. The Agency is at liberty to alter the deployment on any day as per the needs and requirement.

**Key personnel's desired qualifications:**

#	Key Personnel	Minimum Qualification
1	Facility Manager	<ul style="list-style-type: none"> <li>• A bachelor's degree, preferably in management, hospitality/Facility management, business or communications;</li> <li>• Five (5) years of experience in facility and/or service administration and event coordination;</li> <li>• Shall be on the payroll of bidder for at least 3 years;</li> <li>• Strong interpersonal skills, able to communicate and work with diverse people various level of Govt. organization;</li> <li>• Ability to oversee the entire work in the campus and monitoring the complaint mechanism and Supervising/monitoring the works of House Men/ Women, Pantry Boys, Plumbers, Carpenters, etc., with proper recording; and</li> <li>• Co-ordination with all relevant departments &amp; contractors for smooth functioning of day to day activities operations.</li> </ul>
2	Catering Manager	<ul style="list-style-type: none"> <li>• A minimum of bachelor's degree in administration or hospitality management and not less than five (5) years' experience in a similar position;</li> <li>• Shall be on the payroll of bidder for at least 3 year;</li> <li>• Culinary training and experience are desirable;</li> <li>• Must have knowledge about food production, presentation, service and taste; and</li> <li>• Good knowledge of guiding occupational health, hygiene and safety practices at the workplace is also required.</li> </ul>



## 5 Eligibility and Evaluation criteria

### 5.1 Eligibility Criteria

To be eligible for the qualification and short-listing, the Bidder shall fulfill the following conditions of eligibility:

S. No.	Eligibility conditions	Documentary proof to be submitted
1	The Bidder shall be a legal entity registered in India under the relevant laws for at least 5 years from the proposal due date.	A copy of registration certificate duly attested by authorized signatory
2	The Bidder must have minimum average annual turnover of Rs. 5,00,00,000/- (Rupees five crore only) from Facility management services in the last 3 (three) financial years (i.e. FY 2017-18, 2018-19 and 2019-20).	Submit audited financial statements for the last 3 years duly authenticated and attested by a Chartered Accountant.
3	The Bidder must be a profit-making organization in at least two FYs out of the past three consecutive financial years (FY) as on proposal due date.	Submit audited financial statements for the last 3 years duly authenticated by a Chartered Accountant.
4	The Bidder should be in the business of carrying out Facility management services for a minimum period of 5 years as on proposal due date.	This must be demonstrated by providing project details and Work Orders or Copy of Trade License issued by Municipal body/Local body or any other statutory authority.
5	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.	This shall be demonstrated through Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per FORM 1.
6	The Bidder must have minimum employee strength of 50 people (on Payroll).	Submit copy of valid registration and licenses with concerned Labour Authorities and valid ESI & PF registration. Copy of up to date remittances to ESI & PF Authorities to be also attached.
7	The Bidder should provide valid PAN and GSTIN.	Submit copy of PAN and GSTIN certificates

#### Note 1:

For the purposes of assessing the eligibility, such Bidders will be considered which:

- a. owns and operates under its own Brand(s) the Facilities; or
- b. operates under its own Brand(s) the Facilities.

**Note 2:** Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work or Trade License should be submitted. **The offers submitted without this documentary proof shall not be evaluated.**

**Note 3:** The consolidated financial turnover shall not be considered and only the turnover earned from facility management services shall be taken into consideration.

**Conditions for Fit and Proper Person:**

For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

- a. Valid and registered entity under applicable laws;
- b. financial integrity of the Bidder;
- c. abiding by Code of integrity for public procurement as per Para 2.2 of Manual for Procurement of Consultancy & other services 2017;
- d. ability of the Bidder to undertake all obligations set out under this RFP;
- e. absence of convictions or civil liabilities against the Bidder;
- f. absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
- g. absence of any disqualification as specified below:
  - o Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract;
  - o Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners;
  - o Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder;
  - o Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
  - o Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
  - o The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.
  - o Any other criteria as deemed fit by SAI.

## 5.2 Evaluation Criteria

The selection is two stage evaluation process based on the LCS (Least Cost Selection) method.

### 5.2.1 Technical bid evaluation

The technical bid of the eligible bids will be opened first. The evaluation of the technical bid will be based on the following compliance categories. The maximum marks for each category are indicated. The minimum qualifying marks will be 70 marks to qualify for opening of financial bid.

#	Technical bid Evaluation Conditions	Marks	Documentary proof to be submitted
A.	<b><u>Operational Experience</u></b>	<b>90</b>	
1	<p><b>Years of Experience</b></p> <p>The bidder should be in the business of carrying out Facility management services or similar works:</p> <ul style="list-style-type: none"> <li>- ≥5 years but less than 10 years - 5 marks</li> <li>- ≥10 years but less than 15 years - 10 marks</li> <li>- ≥15 years but less than 20 years – 15 marks</li> <li>- ≥20 years – 20 marks</li> </ul> <p>“Similar works” should have the same meaning as defined in sub-clause xxv above in Clause 2: Glossary</p>	20	<p>Form 3</p> <p>Work Order and satisfactory completion certificate from Client or Copy of Trade License issued by Municipal body/Local body or any other statutory authority or a Certification from a Chartered Accountant certifying the claim</p>
2	<p><b>Experience in operating beds</b></p> <p>The bidder should have experience in managing and operating facilities:</p> <ul style="list-style-type: none"> <li>- 100 Beds - 10 marks</li> <li>- 101 to 200 beds - 20 marks</li> <li>- &gt;200 beds – 30 marks</li> </ul> <p>Out of above, at least one facility should have 100 beds</p>	30	<p>Form 3</p> <p>Work Order and satisfactory completion certificate from Client or Copy of Trade License issued by Municipal body/Local body or any other statutory authority or a Certification from a Chartered Accountant certifying the claim</p>
3.	<p><b>Value of Works undertaken</b></p> <p>The Bidder must have experience of having successfully executed contracts/assignment in the field of Facility management services or similar works during the last 5 (five) years preceding the proposal due date, which shall be either of the following:</p> <ul style="list-style-type: none"> <li>i) Three completed projects of value not less than INR 3 crore each</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>ii) Two completed projects of value not less than</li> </ul>	15	<p>Form 3</p> <p>Work Order or and satisfactory completion certificate from the client Copy of Trade License issued by Municipal body/Local body or any other statutory authority along with certification by Chartered accountant certifying the value of works.</p>

	INR 3.75 crore each OR iii) Single completed project of value not less than INR 6 crore “Similar works” should have the same meaning as defined in sub-clause 2(xxv) of Glossary		
4.	<b>Relevant Certification</b> The bidder should have valid FSSAI registration from where the bidder is operating at present - 1 kitchen – 5 marks - More than 1 kitchen – 10 marks	10	Copy of Valid FSSAI registration.
5.	<b>Experience in Government Sector</b> The bidder should have experience in providing Facility management services to government owned facilities such as Central/State Government/PSUs/Nationalized banks. - 1 project – 5 marks - 2 projects – 10 marks - More than 2 projects – 15 marks	15	Form 3 Work Order and satisfactory completion certificate from Client or a Certification from a Chartered Accountant certifying the claim
<b>B.</b>	<b><u>Key Personnel</u></b>	<b>10</b>	
1.	Facility Manager (2*5 marks each) - Minimum one Facility Manager for each campus	10	CV as per Form 5
	<b>Total</b>	<b>100</b>	

### 5.2.2 Financial bid evaluation

- The financial bids of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost using Least Cost Selection process.
- Financial bid should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal. All prices should be in India Rupees.
- All the bidders are required to quote prices separately for each hostel along with the lumpsum combined quote for both hostels.
- For the purpose of financial evaluation, the total lumpsum cost quoted for both the hostels for the contract duration of three years shall be considered as evaluated cost. Such rate shall be considered for evaluation inclusive of all taxes, levies, cess and any other charges except GST.
- The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

- The bidder who has quoted least cost (L-1) will be awarded the work subject to fulfilment of other important parameters and terms and conditions of RFP. However, SAI may offer the work to L-2 at the same rate of L-1 in case the L-1 does not accept letter of award for either one or both hostels or for any reason whatsoever as may be deemed fit by SAI/Authority.
- In the event of two or more technically qualified bidders quoting same lowest rates (L1), the proposal with the higher technical score would be considered as the successful bidder for the purpose of award of works.

## **6 Award of Contract**

### **6.1 Award Criteria**

- i) The final Letter of Award (LoA) will be given to the technically and financially qualified Bidder who has quoted least cost (L-1) based on the Evaluation Criteria of Bids laid in Clause 5.2.2.
- ii) The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

### **6.2 Notification of award**

- i) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/, that its e-Bid has been accepted.
- ii) The notification of award will constitute the formation of the contract.

### **6.3 Signing of contract**

At the same time as the Authority notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the contract with relevant documents. The contract draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal to sign the Contract shall constitute a breach of the e-Bid. The same resulting in action to be taken by SAI in accordance with the Bid Declaration form and other legal remedies available to SAI. The Bidder need not download and submit in hard copies of these documents.

## **7 Contract Period**

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

The Contract may be extended by period of 2 more years, pursuant to satisfactory performance, based on mutually agreeable terms and conditions and subject to fresh agreement between the parties.

## **8 Performance Security**

- 8.1.** In order to ensure the due performance of the awarded contract, the Agency/Successful Bidder shall, within 7 (seven) days of entering into the Service Contract with SAI, furnish an irrevocable bank guarantee for an amount equivalent to three per cent (3%) of the total value of the contract prior signing of this contract ("Performance Security") failing which an amount of 0.05% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not

exceeding further seven days and in case failure continues the contract may be terminated by SAI.

- 8.2. The Performance Security shall be valid for a period of 180 (One hundred and eighty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be. The Bidder agrees and acknowledges to promptly revalidate the same
- 8.3. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Agency. No interest will be payable on the Performance Security by SAI.
- 8.4. Any failure/any breach or violation on the part of the Agency, which is not cured within time period as provided in the written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI to the extent of its loss. In such an event Performance Guarantee shall stand forfeited.

## **9 Payment Terms**

- 9.1. The price quoted shall remain fixed for the entire duration of the contract (as quoted at Form 6).
- 9.2. The payment shall be made on quarterly basis subject to submission of invoice (3 copies) of the work describing the services delivered during the preceding quarter as verified and approved by SAI and at rates finalised in the financial bid. All reporting requirement and copy of the routine maintenance works to be submitted along with the Bills.
- 9.3. No advance payment will be made.
- 9.4. The bidder shall also quote the “per athlete per day” unit rate for the services mentioned in this RFP, which may form the basis for payment in case of increased work quantum and there is a need to deploy additional personnel on request of SAI. The quantum of work may increase up to 25% of the bed capacity as mentioned in this RFP for each hostel. It is to be noted that the “per athlete per day” unit rate submitted in Form 6 shall not be considered for the purpose of financial bid evaluation.
- 9.5. All payments shall be made in Indian Rupees (INR) only.
- 9.6. SAI shall pay the amount as per the invoice after submission of an invoice by way of e-transfer/RTGS/NEFT through public financial management system, The bidder must raise the invoice in the name of SAI.
- 9.7. In case of disputed items, only the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 9.8. Penalties/ liquidated damages, if any, as applicable, shall be deducted from the respective quarterly payments as per Clause 1.10 of Annexure B of this RFP.
- 9.9. Performance of the Agency shall be monitored by the Authority appointed officials.
- 9.10. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects subject to its proper verification and validation by concerned officials.
- 9.11. No interest charges for delay in payments, if any, shall be payable to the Agency/Bidder.

## 10 Special Terms and Conditions

### 10.1 Taxes, Labour laws and other Regulations

- i. The Bidder will be required to comply with all statutory obligation from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against SAI by any individual, agency or government authority due to acts/omission/commission/non-compliance of the bidder, the bidder shall be liable to fully indemnify and make good / compensate such claims or damages to the SAI. As a result of the acts of the bidder, if SAI is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse to SAI such amount along with interest and other expenses incurred by SAI or SAI reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.
- ii. The Bidder will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared by it and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation and storage of food, including the provisions of the Prevention of Food Adulteration Act, and Weights and Measures Act and all rules, regulations and orders frames there under.
- iii. The Bidder shall at all times maintain FSSAI registration for the Kitchens and wherever applicable
- iv. The Bidder shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or service rendered pursuant thereto.
- v. The Bidder shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act (Delhi), Contract Labour Act, Workmen's compensation Act, C.L. (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or any other Acts or applicable Laws, regulations passed by the Central, States, Municipal and local governmental agency or authority.
- vi. The Bidder shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of any statutory provisions / obligations. The Agency shall be responsible for making records pertaining to payment of wages act and also for depositing the P.F. and ESI contributions, with the authorities concerned.
- vii. The Bidder shall be responsible and liable for all the claims of his employees. There shall be no employer employee relationship between SAI and any of the personnels of the Bidder. The relationship between SAI and Bidder shall be on principal to principal basis.
- viii. The Bidder shall obtain license under the Contract Labour (Regulation & Abolition) Act from the office of the Assistant Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill will be cleared only on submission of the said license. The Agency would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime Register, First Aid Box, Display of Notices, etc. as required under Contract Labour (Regulation & Abolition) Act, 1970 for inspection by visiting Labour Enforcement Officers.
- ix. The Bidder shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work and submit a copy to the concerned authority within 30 days.

## **10.2 Insurance**

- i. The Bidder shall take third party insurance to cover any accident or accidents of any nature, for an amount as required for this type of work/services against damage/loss/injury to property or persons or loss of life during the complete period of the contract. A copy of the Insurance Policy will be handed over by the Bidder to the concerned authority before Starting Date of the work as specified in the Work Order/Letter of Intent. In case the Bidder fails to take the insurance policy, the SAI may stop payment of bills to the Bidder till Insurance is arranged or may terminate the contract at the risk and cost of the Bidder.
- ii. In case of any mishap//death/accident , the liability for the same will be borne by the Bidder Inspection and testing by SAI
- i. The SAI shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency, any premises handed over to Agency and materials stored therein for use pursuant to the Contract and/or any ingredient to be used in the preparation of food intended for provision pursuant to the Contract.
- ii. The quality of cooked items and the hygiene level will be checked randomly by the officials designated by SAI. In the event of use/serving of any substandard item, stale/spoiled food item and non-serving of approved item(s), use of unclean utensils, formal complaint shall be recorded against the Bidder and penalty would be levied in such cases as per clause 1.10 of Annexure B. Repeated complaints of this kind can result in the termination of the contract after appropriate inquiry by the designated official of SAI whose decision will be final.
- iii. The SAI reserves the right to perform spot checks that ensure hygiene standards and other parameters are being met.

## **10.3 Assignment and sub-contracting**

The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it only with the prior written approval of the SAI. However, the job shall be sublet only to the party approved by SAI officials.

## **10.4 Safety and Security**

- i. The Bidder shall abide by the safety code provisions, Environment, Health and Safety (EHS) provisions as per safety code framed from time to time by the government/statutory authorities.
- ii. The Agency shall obtain license under Food Standard and Safety from the concerned authorities (FSSAI).

## **10.5 Cleaning material and Consumables**

- i. It is the responsibility of Agency to provide for cleaning agents for the entire hostel and mess premises. All the cost for purchase, repair, spares, maintenance, etc., associated with deployment of equipment required for cleaning such as Brooms, Hand mops, Buckets, WC Brush, Scrubbing Machine, Vacuum Cleaner, Jet Pressure cleaning machine, etc., will be borne by the Agency.
- ii. Provide the chemicals combination & machinery used for pest control.
- iii. All chemical / detergents / disinfectants / deodorants and other such consumables should conform to highest standards and should be water based and non-inflammable. It should be biodegradable, environment friendly and should be used as per the manufacturer's instructions.
- iv. Maintain substantial inventory of dustbin bags, cleaning equipment and chemicals for at least 2 cycles of deep cleaning and 2 weeks of daily cleaning.



### **10.6 Kitchen and Room Consumables**

- i. The Agency shall arrange for replacement of serving and eating utensils such as Plates, Cups, Bowls, Water glass, Spoons, Forks, Knives, Butter Knives, Saucer Plates, Service spoons and bowls, Soup bowl, Napkin Holder, Cereal Dispenser, Tea Flask, Soup Spoon, Bread Basket, Buffet Tags, any other utensil required for serving food. It is to be noted that the initial procurement shall be done by SAI before handover of the facility to the Agency. It is the responsibility of the Agency to maintain at least 15% of the kitchen consumables at all the times during the year and the storage space shall be provided by SAI. The cost incurred for providing these items should be included in the rate quoted by the Firm.
- ii. Provide for replacement of Bed Sheet, Bed Cover, Pillow Covers, Window Curtains, Hangers, Bucket, Foot Mat, Mug, Dustbin open, Dustbin closed, Cups, essential room supplies etc. (Record to be maintained for verification). It is to be noted that the initial procurement shall be done by SAI before handover of the Hostel to the Agency. It is the responsibility of the Agency to maintain at least 20% of the room inventory at all the times during the year and the storage space shall be provided by SAI. The cost incurred for providing these items should be included in the rate quoted by the Firm.
- iii. All the pillow covers, towels and bed sheets should be replaced with the new ones after fifty number of washing. Agency should maintain a record of such washing of each material after every wash.
- iv. Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), will be done after proper assessment by the competent authority and as per decision/mutual discussion and shall be borne by the Agency.
- v. Procurement of raw materials of perishable and non-perishable products such as fruits, vegetables, milk, grains, etc., will be done by SAI. The Agency shall be responsible for coordinating with the supplier for supplies and receipts. All the materials should be handled carefully, and consumption of provisions should be recorded on a daily basis.

### **10.7 Electrical and Plumbing Spares and Consumables**

- i. The Agency shall ensure that necessary tools and equipment are always available at premises for the purpose of attending repairs on emergency basis. All the tool kits and meters should be of an ISI marked wherever applicable and the required numbers are to be made available by the Agency.
- ii. Tools and tackles for Civil maintenance including carpentry, plumbing and masonry shall be provided by the Agency. Such items may include:
  - Tube lights/Bulbs;
  - Fan;
  - Exhaust Fan;
  - Wires;
  - Taps;
  - Water Pipes; and
  - Nuts and Bolts.
- iii. The procurement of spares and consumables as indicated above shall be at market competitive prices and shall meet the minimum industry standards.
- iv. The Agency shall be responsible for the safekeeping of these equipment at the facility and shall not take out these equipment any time during the term of contract other than for repairs.

- v. Agency shall be responsible to maintain the 20% buffer inventory over and above the closing inventory of each month so as to meet the demands arising to damage, repairs or any unforeseen circumstances.

#### **10.8 Obligations of Agency towards deployment of personnel**

- i. The Agency shall deploy Facility Managers at each campus. The Facility Manager shall be In-charge of overall facility management and shall be responsible for the efficient rendering of the service under the contract. While working at the premises, they shall work under the directives and guidance of the Nodal Officer, SAI.
- ii. A senior level representative of the Agency shall plan periodical visits to the hostel campus 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 SAI.
- iii. The Agency will provide uniforms to his/her employees employed in the dining hall at his own cost and will not be borne by the SAI. The uniforms should be clean and in presentable condition at all times. The Bidder shall ensure strict compliance of COVID-19 protocols, as issued from time to time by the Government, by all the personnels.
- iv. The Agency shall ensure that any replacement of the key personnel, as required by SAI for any reason specified or otherwise, shall be made promptly without any additional cost to the SAI. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the SAI at the Agency's own cost.
- v. The Agency shall take care of the accommodation of facility management personnel that would be deployed across various location at its own cost and expense.
- vi. The Agency shall be responsible for payment of Minimum Wages including VDA as notified and fixed by the Office of the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India 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 give an Undertaking in this respect and payment can be released basing upon the Undertaking.
- vii. All the cleaners must have necessary Personal Protective Equipment (hand gloves, shoes etc.) at all times.
- viii. The Agency should provide ID card to all employees.
- ix. The Agency to be responsible for their staff in all respects including; Training and recruitment of staff, Attendance records, Insurance, Employee grievance, Payment of wages, ESI & PF records, Labour & Labour Laws, Labour Welfare etc.
- x. The Agency will have to register all his employees who will be working in the hostel premises along with a copy of their photograph, Police verification, fitness certificate and residential details for clearance by the SAI's Security system.
- xi. The Agency shall be responsible for verifying the antecedents of the staff/employees to be deployed for SAI's work by police verification and shall keep the bio-data of all such persons to be produced on demand.
- xii. The Agency and their employees shall obtain medical certificate of their fitness from MBBS Doctor/Registered Medical Practitioner. The employees should be free from any contagious diseases.
- xiii. 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.

- xiv. The personnel deployed shall be required to report for work as specified at the work spot deputed.
- xv. The Agency should deploy Women housekeeping, helpdesk staff to Girls Hostel.
- xvi. The Agency shall ensure that proper discipline is maintained by the staff deployed at hostel and mess premises.
- xvii. The Agency should not deploy non-technical person for electrical or mechanical maintenance work. Person deployed for such work must have ITI electrician (if ITI Wireman must be min 4 years' experience in 3 phase distribution system) qualification with at least 5-year experience of relevant field. Helper to electrician should have basic electrical knowledge. Preferred age group 20 – 30 years for both i.e. Electrician as well as helper.
- xviii. The Agency shall be solely responsible for payment of ESI, PF, Gratuity and other benefits to his workers and shall abide by all the rules and regulations, statutory and otherwise, to the satisfaction of the SAI.

#### **10.9 Obligations of SAI**

- i. SAI will hand over all the Hostels covered in the scope of this RFP in “As-is-Where-is” condition to the Agency. All the room inventory and Kitchen inventory will be handed over for further maintenance. The Agency has to agree to keep proper acknowledgement and shall take care to maintain all the items properly. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the Agency is liable to return the same to SAI in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit.
- ii. Installation of electrical appliances and maintenance of electrical appliances will be done by SAI.
- iii. SAI will have separate Annual Maintenance Contract (both Comprehensive and Non-comprehensive in nature) for all the critical equipment installed at the premises e.g. Air Conditioners, DG Sets, Firefighting system, HVAC, LT Panels, Lifts etc.
- iv. Replacement of any capital equipment or major repair valuing beyond INR 30,00,000/- shall be taken up by SAI.
- v. Replacement of any pipeline due to leakage, breakdown, alteration, modification, any kind of plumbing fabrication
- vi. Arresting seepages & Leakages through terrace, external and internal walls if any.
- vii. Any infrastructural improvement such as renovation/ addition to the building, solar water heating, firefighting equipment, emergency power line, etc.
- viii. For any service mentioned above and requiring works up to Rs.30,00,000, the Agency is eligible to procure services through open tendering mechanism. The cost of such services shall be paid by SAI on actuals basis.
- ix. Provide necessary capital-intensive kitchen equipment in operational condition and the Agency is obligated to return the same to SAI in good serviceable condition at the expiry of term of the Contract. Any damages caused thereof, shall be borne by the Agency on revocation/termination of the Contract.
- x. Provide furniture, fixtures, cooking utensils and equipment, fuel, space for mess operations, electricity and water for washing.
- xi. Procurement and payment of LPG.

- xii. Procurement of raw materials of perishable and non-perishable products such as fruits, vegetables, milk, grains, etc.
- xiii. Statutory Payment to Govt Bodies for water supply, Electricity supply etc. except for waste collection charges payable to local municipality body
- xiv. Insurance for Building, Fire, Equipment (other than Preventive & Breakdown Maintenance) & Third-party Insurance excluding the insurance for personnel deployed by Agency
- xv. Provide storage space to the Agency at a suitable place inside the 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 SAI. The Agency shall be solely responsible for the safe custody of all the machinery/equipment deployed for the purpose of facility management.
- xvi. Payment of electric charges, water charges, telephone bills, house/municipal tax shall be taken care of by SAI.
- xvii. Distribution control panels, distributing up to individual floor equipment. Distribution panels - preventive and breakdown maintenance from the source point to the location before the production equipment.
- xviii. Major modification work like cable laying, Modification in panels, replacement of switch gears etc.
- xix. Maintain all earthing systems / earth pits / Lightning arrestor to ensure earth continuity at all points in the system and carrying out preventive maintenance as per the schedule to keep the value within the standard prescribed limit.
- xx. Preventive and break down maintenance of Air-conditioning system, and associated equipment at high side
- xxi. Maintaining adequate water levels in fire tanks, underground & over heads
- xxii. Maintenance of internal hydrant, sprinkler, landing valves
- xxiii. Fire Clearance and obtaining NOC from Statutory bodies
- xxiv. Depute its own hostel wardens in each hostel to monitor and supervise the hostel operation and maintenance.
- xxv. Arrange for periodic validation of building by competent professional through inspection with respect to structural safety and safety of electrical and other installations and ensuring that all fire safety equipment / system is in proper working condition.

## **11 Instructions to Bidders**

### **11.1 General instructions**

#### **11.1.1 Number of Proposals and respondents**

- 11.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- 11.1.1.2 The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
- 11.1.1.3 A Bidder applying individually shall not be entitled to submit another Proposal.

#### **11.1.2 Proposal preparation cost**

- 11.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 11.1.2.2 Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 11.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

#### **11.1.3 Right to accept and reject any or all the Proposals**

- 11.1.3.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 11.1.3.2 Authority reserves the right to reject any Proposal if:
  - a) At any time, a material misrepresentation is made or discovered, or
  - b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

#### **11.1.4 Clarifications**

- 11.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
- 11.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

**“Queries/Request for Additional Information concerning RFP to undertake RFP for Selection of Agency to provide Integrated Hostel and Mess Management Services”**

11.1.4.3 The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by e-mail. The Client will post the reply to all such queries on the Official Website.

11.1.4.4 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 11.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

#### **11.1.5 Amendment of the RFP**

11.1.5.1 At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <https://eprocure.gov.in/eprocure/app> and Authority through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

11.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

#### **11.1.6 Data identification and collection**

11.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

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

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

11.1.6.3 Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **11.2 Preparation and submission of Proposals**

### **11.2.1 Language and currency**

11.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

11.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **11.2.2 Proposal validity period and extension**

11.2.2.1 Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

11.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **11.2.3 Format and signing of Proposals**

11.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

11.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

11.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### **11.2.4 Submission of e-bid/Proposal**

11.2.4.1 The bid submission module of e-procurement website <https://eprocure.gov.in/eprocure/app> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

11.2.4.2 The Bidders have to follow the following instructions for submission:

a. Bidder Registration:

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
  - v. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
  - vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token
- b. Searching for Tender Documents
- i. Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
  - ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
  - iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.
- c. Preparation of Bids
- i. Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
  - ii. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
  - iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
  - iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such



documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

d. Submission of Bids

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- iii. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **11.2.5 Deadline for submission**

11.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

### **11.2.6 Late submission**

11.2.6.1 The server time indicated in the bid management window on the e-procurement website <https://eprocure.gov.in/eprocure/app> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal due date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

### **11.2.7 Withdrawal and resubmission of Proposal**

11.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <https://eprocure.gov.in/eprocure/app>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

11.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeiture of his/her e-bid/Proposal security.

11.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <https://eprocure.gov.in/eprocure/app>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

11.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

11.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **11.2.8 Selection of the Bidder**

11.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

#### **11.2.9 Proposal opening**

11.2.9.1 After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 5.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

11.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

11.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

#### **11.2.10 Opening of Proposals**

11.2.10.1 Authority will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.

11.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

11.2.10.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

11.2.10.4 The Authority will prepare minutes of e-bid/Proposal opening.

#### **11.2.11 Confidentiality**

11.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

11.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

#### **11.2.12 Tests of responsiveness**

11.2.12.1 Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) as specified in the Date Sheet of this RFP.

***Please note:*** Exemption has been granted to MSEs (Micro and Small Enterprises registered with National Small Industries Corporation Limited (NSIC) as per G.O No. – 9(14)200SSI(P)- 1 dated March 8, 2011. **[Bidders claiming this exemption shall submit a certificate stating their registration with NSIC]**

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

#### **11.2.13 Clarifications sought by Authority**

11.2.13.1 To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **11.2.14 Proposal evaluation**

11.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 11.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 5.2 of this RFP.

11.2.14.2 The Proposal containing the Technical Details in Clause 5.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

#### **11.3 Only one proposal**

Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

#### **11.4 Site Visits**

The bidder, at the bidder's own responsibility and risk, may be encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information

that may be necessary for preparing the bid and entering into a contract for the services.

## **12 Annexure A: Standard Forms**

### **1 FORM 1: Bid Submission Form**

(On Bidder's letter head)

(Date and Reference)

To:

\_\_\_\_\_  
**Sports Authority of India HQ,  
JLN Stadium Complex, Entry Gate No 10,  
Lodhi Road, New Delhi - 110003**

**Sub: Submission of proposal for Selection of Agency to provide Integrated Hostel and Mess Management Services**

Dear Sir/Madam,

With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI(Sports Authority of India) to hire an agency for to provide Integrated Hostel and Mess Management Services as per terms mentioned in this RFP.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
3. I/We shall make available to SAI, New Delhi any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the SAI, New Delhi to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We agree to keep our Bid valid for acceptance for 180 (One hundred and eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled

from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/we certify that we fulfil the “Fit and Proper Person” criteria as mentioned in this RFP document.
8. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI, New Delhi;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**POWER OF ATTORNEY (SAMPLE) (Note- Board resolution in case of company)**

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 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 Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, New Delhi, representing us in all matters before SAI, New Delhi, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, New Delhi in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI, New Delhi.

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 PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2021.

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. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.*
- *In case the Application is signed by an authorised signatory of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority attested by a certified Company Secretary or Chartered Accountant may be enclosed.*

**2 FORM 2: Financial capacity of the Bidder**

#	Financial Year	Average Annual Revenue (in INR)
1.	2019-20	
2.	2018-19	
3.	2017-18	

**Certificate from the Statutory Auditor**

This is to certify that the average turnover of the bidder from facility management services in the last 3 (three) years is INR\_\_\_\_\_. (In words)

**Name of the audit firm:**

**Seal of the audit firm**

**Date:**

*Note: Attach audited financial statements as proof of the above figures.*

On Behalf of (Name of the Bidder)

Signature of the Authorized Person Name: Designation

*Note: In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.*

**3 FORM 3: Eligible assignments of the Bidder**

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in Rs. crore)
1			
2			
3			

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

**4 FORM 4: Bidder's organization and experience**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity]*

**5 Form 5: Curriculum Vitae format**

The following information should be provided in the format below for each of the key personnel as specified in the document. This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

<b>Name of Firm:</b>	
<b>Name of Professional:</b>	
<b>Position:</b>	
<b>Date of Birth:</b>	
<b>Country of Citizenship/Residence:</b>	

**Education:**

<b>Name of Institution</b>	<b>Degree Obtained</b>	<b>Year of Obtainment</b>

**Countries of work experience:**

**Employment Record**

<b>Name of Organisation</b>	<b>Position Held</b>	<b>Duration</b>

**Total Work Experience (Relevant):** ..... (in years)

**Brief Write-up of overall experience:**

**Work Experience:**

<b>Detailed Tasks Assigned</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Work Experience</b>
	<b>Name of Assignment:</b>  <b>Year:</b>

	<b>Client:</b> <b>Project Details:</b> <b>Main project features:</b> <b>Position Held:</b> <b>Activities performed:</b>
	.
	.
	.

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Purchaser, and/or sanctions by the Bank.

---

**Name of Expert**

**Signature**

**Date**

**6 FORM 6: Financial Proposal<As per BOQ>**

This should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal.

#	Specification	Lumpsum Amount for 3-year contract duration (in INR)	Per athlete per day cost (in INR)
1	Integrated Hostel and Mess Management Services for <b>Dr. KSSR Hostel</b> as per scope of services stipulated in RFP	XXXXXX	XXXXXX
2	Integrated Hostel and Mess Management Services for <b>JNS Hostels</b> as per scope of services stipulated in RFP	XXXXXX	XXXXXX
	<b>Total Lumpsum cost</b>	XXXXXX	XXXXXX

All above rates shall be inclusive of all taxes, duties, cess, charges except GST.

**Note: "Per athlete per day" cost shall not be taken into consideration for the purpose of financial bid evaluation.**

**7 Form 7: Bid Security Declaration Form**

[Location, Date]

To:

\_\_\_\_\_  
**Sports Authority of India HQ,  
JLN Stadium Complex, Entry Gate No 10,  
Lodhi Road, New Delhi - 110003**

Dear Sirs:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

We remain,

Yours sincerely,

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

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Corporate Seal (where appropriate)



## **13 AnnexureB: General Conditions of Contract**

### **1. General Provision**

#### **1.1. Definitions**

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

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Bidder" means any registered private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iii. "Client" means the Authority with which the Bidder signs the Contract for the Services
- iv. "Contract" means the Contract signed by the Parties and all the attached documents, if any
- v. "Dispute" shall have the meaning set forth in Clause 7 of Annexure B
- vi. "Eligibility" shall have the meaning set forth in Clause 5.1 of the RFP
- vii. "Government" means the Government of the Client's country/state
- viii. "Key Dates" shall mean the dates mentioned in Clause 1 and the Data Sheet
- ix. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- x. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xii. "Proposal Validity Period" shall have the meaning set forth in Clause 11.2.2
- xiii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xiv. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xv. "Services" means the work to be performed by the Bidder pursuant to the Contract.

#### **1.2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **1.3. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.4. Notices**

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.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

**1.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SAI/Client or the Bidder may be taken or executed by the officials specified in the Contract.

**1.6. Taxes and Duties**

GST shall be exclusive of fee quoted by the Bidder.

**1.7. Fraud and Corruption**

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means 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 misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive 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 the contract.

**Measures to be taken**

The SAI/Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The SAI/Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

**1.8. Limitation of Liability**

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

**1.9. Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to Equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

**1.10. Liquidated Damages/Penalty**

- 1.10.1.** If Agency fails to perform services in accordance with the Tender Documents including the requisite quality, minimum qualification of the personnel and within stipulated time schedule,

the SAI shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement/contract Value per day, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from the Performance Security. In the event of breach of terms and conditions of the Tender Documents, in addition to forfeiture of the Performance Guarantee, SAI reserves its right to terminate the Agreement at the cost and liability of the Bidder.

**1.10.2.** The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

## **2. Commencement, Completion, Modification and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties.

### **2.2 Commencement of Services**

The Agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### **2.4 Modifications or Variations**

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 Contract between the Parties.

### **2.5 Force Majeure**

#### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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, epidemic, pandemics, quarantine, lockdowns, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other 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

Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Agency or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both
  - Take into account at the time of the conclusion of this Contract, and
  - Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3 Extension of Time

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.

#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6 Termination

#### 2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) 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.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

#### 2.6.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

- b) 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.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Agency:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## 3. Obligations of the Bidder

### 3.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with best accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### 3.2 Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian in accordance with the Client.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

### 3.3 Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a

third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.4 Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

**4. Obligations of the Client**

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Agency under this Contract shall be increased or decreased accordingly under this Contract.

**5. Payments to the Bidder**

5.1 Professional fee and Payments

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage). In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Delhi(domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority.

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 9. The Professional Fee shall be inclusive of all charges except GST. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

## **6. Good Faith and Indemnity**

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.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

## **7. Settlement of Disputes**

This Contract shall be governed by, and construed in accordance with, the laws of India.

### **a. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

### **b. Arbitration**

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 as amended and shall be held in Delhi, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

### **c. Jurisdiction**

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Delhi.

Courts located in Delhi shall have exclusive jurisdiction to settle dispute arising under this Contract.