

RFP No.: SSCL/Tender/2025-26/MEG-SHI-44

Date: 15th October 2025

Shillong Smart City Limited



RFP for Selection of Agency for Comprehensive Facility Management Service for Polo Commercial Complex, Shillong

October 2025

Shillong Smart City Limited

House No. C/B- 037, Top Floor, Centre Nongrim Hills, Near JJ Cables, East Khasi Hills District, Shillong- -793003,
Meghalaya

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder to provide

the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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Definitions

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below.

Addendum or Addenda	means an addendum or addenda to this RFP
Affiliate	shall mean, with respect to a Party, an entity which: is, directly or indirectly, Controlled by such Party; directly or indirectly Controls such Party; or
Agreement	means this Comprehensive Facility Management Services Agreement.
Agreement Period shall	have the meaning ascribed to it in Clause 3.16 II.
AMC	means annual maintenance contract.
AMC List	has the meaning given to it in Clause 3.17.I(a) [Bullet point 1] of the RFP.
AMC Management Fees	means the management fee to be paid to the CFMS Provider for managing the AMCs entered into for the equipment as per the AMC List.
Annexure	means an annexure to this RFP.
Annual Comprehensive Facility Management Cost	means the total cost quoted by a Bidder in its Financial Proposal for providing the Comprehensive Facilities Management Services for each year during the Contract Period, which must include all taxes and duties (except GST) and all other costs and expenses that may be incurred by the Bidder over the life of the Project.
Applicable Laws	means the Constitution of India and all and any laws, enacted or brought into force and effect by the Gol, Government of Meghalaya, any government authority or any local government having jurisdiction over the Parties, the Facility or the Services, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement.
Associate	means, in relation to an entity, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who Controls such entity.
Authority	has the meaning given to it in the array of Parties.
Bid Process	means the bidding process undertaken by the Authority to award the Services to the Selected Bidder on the terms and conditions set out in this RFP. The Bid Process has commenced with the issuance of this RFP and will end on the date that the Agreement is executed with the Selected Bidder.

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Bidder	means an interested Person which submits a Proposal to the Authority in accordance with this RFP, and Bidders shall be construed accordingly.
Bidder Data Sheet	means the table with critical dates and milestones set out in Section 1 of this RFP.
CFMS Provider	has the meaning given to the term in Clause 3.16 of the RFP.
Change in Law	means any of the following, if it occurs after the date of execution of this Agreement: (i) the enactment, coming into effect, adoption, promulgation, notification, amendment, modification or repeal (without re-enactment or consolidation) of any Applicable Laws; (ii) the imposition of a requirement for obtaining any Government Approvals not currently required; (iii) a change in interpretation of any Applicable Laws by a Government Authority having the legal power to interpret or apply such Law or as finally determined by the highest judicial body; or (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms and conditions for obtaining such Government Approvals; or (v) any (a) change in the rate of an existing Tax; or (b) introduction of a new Tax made applicable on the provision of the Services, but shall not include a change in any direct Taxes.
Clause	means a clause of this RFP.
Claim	shall mean any claim, proceeding, cause of action, action, suit, demand, liabilities, judgements, investigation (including by way of contribution or indemnity) at law or in equity.
Contract Price	means the total price payable to the CFMS Provider for the provision of the Services under this Agreement per year is [in words], inclusive of all Taxes except GST (as may be applicable) (Annual Comprehensive Facility Management Cost). The cumulative amount of the Annual Comprehensive Facility Management Cost to be paid to the CFMS Provider for the entire Agreement Period shall represent the Contract Price
Control	means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the

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	management and policies of such person by operation of law, and the term Controlled and Controlling shall be construed accordingly.
Authority	means Shillong Smart City Ltd. (SSCL).
Comprehensive Facility Management Services	means the entire set of services to be provided by the CFMS Provider to the Authority in accordance with the Scope of Work.
Conflict of Interest	has the meaning ascribed to it in Clause 3.21.I
Contract Price	means the total contract price payable to the CFMS Provider based on the Annual Comprehensive Facility Management Cost including consumables but excluding AMC costs (including AMC management fees) and other reimbursables if applicable and approved by the Authority.
Contract Period	has the meaning given to it in Clause 3.16.II
Control	means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled shall be construed accordingly.
Eligibility Criteria	means the eligibility criteria set out in Clause 3.9 that a Bidder is required to satisfy (in addition to the Qualification Criteria), to be qualified for evaluation of the Financial Proposal.
EMD	means earnest money deposit.
Effective Date	means the date on which this mobilization period expires shall be the effective date of this Agreement (Effective Date).
ESI	means Employees State Insurance.
Facility	means Polo Commercial Complex premises, the facility at which the Selected Bidder is required to undertake and perform the Comprehensive Facility Management Services in accordance with the Services Agreement and the Scope of Work.
Financial Proposal:	means the financial proposal to be submitted by a Bidder in accordance with this RFP.
Financial Proposal Format	means the Financial Proposal as per Tech 13
Financial Year	means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a Bidder, then the 12-month period for which such Bidder files its statutory audited accounts in the normal course of its business.
First-Ranked Applicant	means the qualified Bidder quoting the lowest financial proposal.
Force Majeure Event	shall have the meaning given to the term in Clause 4.9.

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Gol	means the Government of India.
GoM	means the Government of Meghalaya.
Good Industry Practices	means those practices, methods, techniques and standards as prevalent from time to time, that are generally accepted internationally for use in facility management services (taking into account conditions in India) and acting in accordance with all Applicable Laws.
Government Approval	shall mean any and all necessary and required authorizations, consents, grants, approvals, licenses, leases, permits, exemptions, concessions, filings, clearances, orders, publications, notices, declarations or regulations, issued by any Government Authority in connection with the performance of obligations of the respective Parties under this Agreement.
Government Authority	shall mean the Government of India, any state government in India, any local authority constituted under an act of legislature, any governmental or statutory authority, government department, agency, commission, board, tribunal or court or any other entity exercising any power or function in pursuance of an act of parliament, state legislature or any rules and regulations made thereunder, authorized to make or interpret or adjudicate upon Applicable Law or having jurisdiction over any matter arising from or in connection with this Agreement, and any successor thereof.
LOA	means the letter of award that will be issued by the Authority to the Selected Bidder in accordance with Clause 3.20 of the RFP.
Losses	shall mean any and all losses, liabilities, damages, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrator's fees), charges and expenses or other losses or damages of whatsoever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party on account of a Claim against a Party by the other Party or a third party as a result of any act or omission in the course of or in connection with the performance, non-performance, deficiency or omission to perform any of the obligations under this Agreement.
Liquidated Damages	Shall have the meaning given to it in Clause 4.5
O&M	means operation and maintenance.
PBG	means the performance bank guarantee to be submitted by the Bidder in accordance with Clause 3.18 of this RFP.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Pre-Proposal Meeting	means the meeting to be held in accordance with Clause 3.6.II
Proposal	means a bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder under this RFP.
Proposal Due Date	means the last date for submission of the Proposals specified in

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		the Bidder Data Sheet.
Qualification Criteria		means the qualification criteria set out in Clause 3.11 that a Bidder is required to satisfy (in addition to the Eligibility Criteria), to be qualified for evaluation of the Financial Proposal.
Qualification Proposal		means the proposal to be submitted by each Bidder. As a part of its Technical Proposal, to demonstrate that it meets the Qualification Criteria as set out in Clause 3.11 of the RFP.
	RFP	means this request for proposal dated _____ along with its Annexures and includes any Addenda, if issued.
	Rupees or INR	means Indian Rupees, the lawful currency of India.
	Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.
	Scope of Work	means the scope of work to be undertaken by the Selected Bidder for providing the Comprehensive Facility Management Services, as set out in more detail in Section 4 of this RFP.
	Section	means a section of this RFP.
	Selected Bidder	means the eligible Bidder selected by the Authority for award of the Comprehensive Facility Management Services.
	Services	means the comprehensive facility management services to be provided by the CFMS Provider under this Agreement in accordance with the Terms of Reference, the Scope of Work, Applicable Laws and the terms of this Agreement.
	Services Schedule	means the schedule of activities and milestones in relation to the Services, to be provided by the CFMS Provider to the Authority in accordance with Clause 4.3.1
	Services Agreement	means the services agreement to be executed between the Authority and the Selected Bidder, substantially in the format as set out in the RFP.
	SLA	means service level agreements.
	Taxes	shall mean any fees, taxes, levies, interest, penalties, charges or other sum levied pursuant to any Applicable Law, including but not limited to all goods and service taxes,

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1. Bidder Data Sheet

Sl. No.	Particulars	Details
1	Name of the Authority	Shillong Smart City Limited (SSCL)
2	Method of Selection	Least Cost Basis
3	Proposal Validity	180 Days
4	Date of Issue of RFP	22 nd October 2025 to 21 st November 2025
5	RFP can be downloaded from the following websites	https://megurban.gov.in and https://meghalaya.gov.in/tenders
6	Deadline for Submission of Pre- Proposal Queries	30 th October 2025 by 5:00 PM on Email at shillongsmartcitylimitedp044@gmail.com
7	Pre-proposal meeting *	31 st October 2025 at 11:45 AM. at Conference Hall of Shillong Smart City Limited
8	Issue of Pre-Proposal Clarifications	6 th November 2025
9	Earnest Money Deposit/ Bid Security (EMD) and Bid Processing Fee	Interest free Bid Security of INR 10 Lakhs in favor of “Shillong Smart City Limited” (Bid Security in the form of Demand Draft/Bank Guarantee needs to be submitted) and Bid Processing Fees of Rs. 29,500/- including GST in favor of “Shillong Smart City Limited” payable at Shillong in the form of Demand Draft
10	Place of Opening of Proposal:	Shillong Smart City Limited House No. C/B-037, Top Floor, Centre Nongrim Hills, Near JJ Cables, Shillong, East Khasi Hills District, Meghalaya – 793003
11	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information. For more details on the site visit, please refer to Clause 3.7 .
12	Proposal Due Date	21 st November 2025 at 3:00 PM
13	Date of opening of Technical Proposal	21 st November 2025 at 4:00 PM
14	Date of Technical Presentation	To be intimated later.
15	Date of opening of Financial Proposal	To be intimated later.
16	Performance Bank Guarantee	10% of the Annual Comprehensive Facility Management Cost by the selected bidder
17	Contact Person	Chief Executive Officer Shillong Smart City Limited House No. C/B-037, Top Floor, Centre, Nongrim Hills, Near JJ Cables, Shillong, East Khasi Hills District, Meghalaya – 793003 E: shillongsmartcitylimitedp044@gmail.com

*Note: The client may organize a virtual pre-bid meeting instead of a physical in-person pre-proposal meeting. Information to this effect will be posted on <https://megurban.gov.in> and <http://meghalaya.gov.in/tenders>

2. Letter of Invitation

Name of the Assignment: Selection of Agency for Comprehensive Facility Management Services at Polo Commercial Complex, Shillong

1. The Chief Executive Officer, Shillong Smart City Limited, Meghalaya (the “Authority”), invites reputed agencies, for providing Comprehensive Facility Management Services at Polo Commercial Complex, Shillong.
2. A Bidder will be selected under the "Lease Cost Selection (LCS)" procedure as prescribed in the RFP
3. The Proposals must be submitted as mentioned in the RFP else the bid shall be rejected.
4. The Proposals shall consist of 2 parts: a Technical Proposal and Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal.
5. The Technical Proposal shall further consist of 2 sub-parts, an Eligibility Proposal and a Qualification Proposal. The Technical Proposal and Financial Proposal must be submitted with all pages numbered serially, along with an index of submission. Submission in any other form shall not be acceptable. In the event that any of the instructions mentioned herein are not adhered to, the Authority may reject the Proposal.
6. The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable amount of Rs. 29,500/- (Twenty-Nine Thousand Five Hundred) including GST towards Bid Processing Fee as prescribed in the RFP failing which the Proposal will be rejected.
7. Physical submission of the Proposals should be submitted within the stipulated date and time as mentioned in the RFP.
8. The last date and time for submission of Proposal, complete in all respect, on the tender portal, is as per the Bidder Data Sheet. The date and time of opening of the Technical Proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the Bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no. 9). Representatives of the Bidders may attend the meeting accompanied with an authorization letter on behalf of the Bidder.
9. This RFP, that is in two volumes, includes following sections:

Volume – I

- a) Letter of Invitation [Section – 2]
- b) Instruction to Bidder [Section – 3]
- c) Terms of Reference [Section – 4]
- d) Technical Proposal Submission Forms [Section – 5]
- e) Financial Proposal Submission Forms [Section –6]
- f) Consortium Support Documents [Section –7]

Volume II

- g) Draft Contract [Section –8]
 - h) Performance Bank Guarantee [Section – 9]
 - i) Annexures [Section –10]
 - j) Annexure 1 [Bid Submission Checklist]
 - k) Annexure 2 [Area Statement]
 - l) Annexure 3 [Details of available assets at the facility]
 - m) Annexure 4 [Service Level Agreement]
 - n) Annexure 5 [Deduction for Non-Performance]
- 10.** While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the Bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all Proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Chief Executive Officer
Shillong Smart City Limited**

3. Instruction to Bidders

3.1 Scope of the RFP

The Authority wishes to receive Proposals in accordance with this RFP for award of the Comprehensive Facility Management Services to be provided at the Facility.

The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in this RFP, the Bidder must inform the Authority at the earliest. The Authority will then direct the Bidders regarding the interpretation of the RFP. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the Service Agreement in relation to:

- (a) the Bid Process, the provisions of the RFP shall prevail; and
- (b) the scope of services or any other terms or conditions of the Services Agreement, the provisions of the Services Agreement shall prevail.

3.2 Acknowledgement by the Bidder

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

- (a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Authority under this RFP and the Bidder acknowledges that its submission of a Proposal that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all things, matters and information, necessary and required to submit a Proposal;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, or a ground for termination of the Services Agreement;
- (f) satisfied itself regarding the suitability of the site conditions to undertake and perform the Services; and
- (g) agreed to be bound by the undertakings provided by it under and in terms of this

RFP.

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

3.3 Bid Processing Fee:

The Bidder must furnish, as part of the Technical Proposal, the required bid processing fee amounting to. Rs. 29,500/- (Rupees Twenty-Nine Thousand and Five Hundred Only) including GST through demand draft as prescribed in the RFP failing which the Proposal will be rejected. The Bid Processing Fee shall be in the form of Demand Draft/Bank Guarantee from a scheduled/ nationalized bank in India in favor of "Shillong Smart City Limited". If any Technical Proposal is not accompanied by the bid processing fee amount, then such Proposal shall be rejected by the Authority as non-responsive.

3.4 Bid Security (Earnest Money Deposit-EMD):

Each Bidder shall furnish, along with its Technical Proposal, a Bid Security amounting to INR 10,00,000/- (Rupees Ten Lakh only) for the Project. The Bid Security shall be submitted in the form of a Demand Draft or Bank Guarantee, issued by a scheduled or nationalized bank in India, in favor of "**Shillong Smart City Limited**" and must remain valid for a period as stipulated in the RFP.

The Bid Security of all Bidders other than the Preferred Bidder shall be returned without interest as promptly as possible, but no later than sixty (60) days from the date of:

- a) Expiry of the bid validity period, or
- b) Selection of the Preferred Bidder, whichever is later.

The Bid Security of the Preferred Bidder shall be retained until the submission of the Performance Security, and shall remain valid for a period of at least ninety (90) days beyond the original bid validity period, or such extended period as may be requested by the Authority.

Upon receipt and verification of the Performance Security from the Preferred Bidder, their Bid Security shall be returned without interest.

In the event that the Preferred Bidder fails to comply with any of the post-award requirements within the stipulated time, including the execution of the Agreement or submission of the Performance Security, the Authority shall have the right to forfeit the Bid Security and take further action as deemed appropriate.

The bid security of the bidders other than the preferred bidder will be returned as promptly as possible, but not later than (60) days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later. The bid security of the

preferred bidder shall be extended by a period of 90 days beyond the original validity period or till submission of performance security, whichever is later. On submission of the performance security the bid security of the preferred bidder shall be returned.

The bid security will stand forfeited if:

- (a) Bids are withdrawn within the validity period;
- (b) Preferred Bidder fails to sign the Comprehensive Facility Management Services Contract;
- (c) Preferred Bidder fails to provide Performance Security within the stipulated time period;

3.5 Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the Technical Proposal. The Authority reserves the rights to reject a Proposal valid for a shorter period as non-responsive. The Authority will make best efforts to conduct the evaluation of the Proposals and award the contract within the Proposal validity period. In exceptional circumstances, prior to the expiry of the Proposal validity period, the Authority may request Bidders to extend the Proposal validity period.

3.6 Pre -Proposal Queries / Pre-Proposal Meeting:

I. Clarifications and Queries

- (a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to **SSCL** through e-mail at shillongsmartcitylimitedp044@gmail.com. The e-mail must clearly bear the following subject: "CFMS Polo Commercial Project: Clarifications or Request for Additional Information". All queries or clarification requests should be received on or before the last date for submission of such queries as per Bidder Data Sheet.
- (b) The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bidder Data Sheet. However, the Authority reserves the right to not respond to any query or provide any clarification, in its sole discretion. Any clarifications issued by the Authority will be either uploaded on the e-Procurement Portal or clarified through email to the respective Bidders for the purpose of preparation of the Proposal.
- (c) The Authority may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of this RFP. Should the Authority deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under Clause 3.29.
- (d) Verbal clarifications and information given by the Authority or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

II. Pre-Proposal Meetings

- (a) All interested firms are invited to attend the Pre-Proposal Meeting on the date, time and place mentioned in the Bidder Data Sheet. The Authority may also choose to hold the Pre-Proposal Meeting through video conferencing on the date and time mentioned in the Bidder Data Sheet. The purpose of the Pre-Proposal Meeting will be to clarify issues and answer questions on any matter relating to the RFP, the Bid Process and the Project.
- (b) All interested firms may nominate up to 2 authorised representatives to participate in the Pre-Proposal Meeting, by confirming the participation of its authorised representatives at the Pre-Proposal Meeting at least 1 day prior to the date of the Pre- Proposal Meeting. Such confirmation shall be sent by e-mail to: shillongsmartcitylimitedp044@gmail.com
- (c) During the course of the Pre-Proposal Meeting, all interested Persons will be free to seek clarifications and make suggestions to the Authority.
- (d) Non-attendance at the Pre-Proposal Meeting will not be a cause for disqualification of an interested firm from participating in the Bid Process.

3.7 Project Inspection and Site Visit

The Bidder, at its own cost, responsibility and risk, may visit and examine the location of the site and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bid Process. The Authority shall facilitate such site visits provided that the Bidder gives the Authority at least 3 days' prior written notice of its intention to visit the site.

3.8 Preparation and Submission of Proposal:

The Proposals submitted by the Bidders shall comprise of the following documents:

- I. Technical Proposal, consisting of:
 - (a) an Eligibility Proposal including all documents listed in Section 3 Clause 9 below i.e., (3.9); and
 - (b) a Qualification Proposal, including all documents listed in Section 3 Clause 11 below i.e., (3.11).
- II. Financial Proposal as per Tech 13 of the RFP.
- III. The duly completed Proposal along with other prerequisites documents as per the RFP, shall be submitted on or before the date, time and at the place specified in the Bidder Data Sheet. Proposals received by the Authority after the specified time on the Proposal Due Date will not be eligible for consideration and will be summarily rejected. Bidders may seek any clarifications on the tendering process during the Pre-Proposal Meeting to be held in accordance with Section 3 Clause 6.II above.

- IV. It may be noted that the hard copies for the Technical Proposal and Financial Proposal to be submitted as per the format mentioned in RFP.
- V. Each page of the Technical Proposal and Financial Proposal should be numbered and clearly indicated using an index page.
- VI. Any deviation from the prescribed procedures / information / formats / conditions set out in this RFP shall result in out-right rejection of the Proposal. All the pages of the Proposal must be sealed and signed by the authorized representative of the Bidder. Proposals with any conditional offer shall be out rightly rejected.

3.9 Eligibility Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

Sl. No.	Description	Supporting Document
1	The applicant may be any Single Legal Entity i.e. a Partnership firm or a limited liability partnership firm or a Company having its registered office in India & incorporated under the Companies Act 1956/2013, proprietorship firm or a combination of above in the form of Consortium or Joint Venture (JV). A Maximum of Two (2) Members will be permitted to form a Consortium/ JV	1. Consortium Agreement as per Form Tech 15 2. Incorporation Certificate in case of a Company 3. LLP Deed in case of Limited Liability Partnership
2	Bidder must not have been barred by the Gol, any state government, or any of its instrumentalities from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-6 on stamp paper of appropriate value.
3	A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 3.21 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-7
4	A Bidder must not have any pending judicial proceedings for any criminal offence as on the Proposal Due Date.	An undertaking to this effect must be submitted on the letterhead of the Bidder.

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Sl. No.	Description	Supporting Document
5	Bidder should have minimum average annual turnover of Rs. 5 Crores, for the last 3 financial years (i.e. 2021-22, 2022-23 & 2023-24) with positive net worth In case of JV/Consortium, the turnover of the consortium members combinedly should have minimum average annual turnover of Rs. 5 Crores, for the last 3 financial years (i.e. 2021-22, 2022-23 & 2023-24) with positive net worth.	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3 duly certified by Chartered Accountant Each member of the consortium should submit their individual Balance Sheet and Profit and Loss statement as per Form Tech 3. In addition, certificate from a Chartered Accountant certifying their combined turnover needs to be provided.
6	In the 3 Financial Years immediately preceding the Proposal Due Date, the Bidder has not:	
7	(i) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder; (ii) been expelled from any project or contract by the Gol or any state government, or its instrumentalities. (iii) had any contract terminated by the Gol or any state government, or its instrumentalities for breach by such Bidder.	An undertaking to this effect must be submitted on the letterhead of the Bidder.

3.10 Documents / Formats need to be submitted along with Eligibility Proposal:

The Bidders have to furnish the following documents duly signed in along with their Eligibility Proposal:

- Filled in Bid Submission Check List in Original (Annexure 1)
- Covering letter (TECH– 1) on Bidder's letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- Bidders Organization (General Details) (TECH – 2)
- Financial Capacity of the Bidder (TECH-3)
- Power of Attorney (TECH – 4) in favor of the person signing the Proposal on behalf of the Bidder.
- Bidders past experience (TECH-5)
- Undertaking for Non-Blacklisting (TECH-6)
- Undertaking on Conflict of Interest (TECH - 7)

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- Description of Approach and Methodology (TECH-8)
- Description of proposed work plan (TECH-9)
- Bid Security Format (TECH-10)
- Undertaking for pending judicial proceedings (TECH-11)
- Undertaking for Ethical Conduct and Fraud (TECH-12)
- Financial Proposal (Tech -13)
- Format for Power of Attorney of Lead Member of the Consortium (TECH-14)
- Consortium Agreement/ Memorandum of Understanding (Tech-15)

Bidders should submit the required supporting documents as mentioned above. Eligibility Proposals which do not conform to the Eligibility Criteria, including on account of non-submission of required documents as listed above, may be rejected. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Eligibility Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.

3.11 Qualification Criteria

Evaluation of the Qualification Proposals will be done only for those Bidders who meet the Eligibility Criteria. The evaluation of each Qualification Proposal shall be undertaken based on the following criteria (Qualification Criteria):

S.No.	Qualification Criteria	Maximum Marks
1	Turnover	20
1.1	Minimum average annual turnover of the Bidder / Consortium combinedly for last 3 FY (i.e. 2021-22, 2022-23 & 2023-24) is from Rs. 5 Cr to Rs. 10 Cr	10
1.2	Minimum average annual turnover of the Bidder / Consortium combinedly for last 3 FY (i.e. 2021-22, 2022-23 & 2023-24) is from >Rs. 10 Cr to Rs. 15 Cr	15
1.3	Minimum average annual turnover of the Bidder / Consortium combinedly for last 3 FY (i.e. 2021-22, 2022-23 & 2023-24) is above >Rs. 15 Cr	20
2	Relevant Project Experience in providing comprehensive facility management services in nature of services being procured under this RFP, such as operation, maintenance and multi-facility mechanized services in Commercial Office premises, Railway Stations, Airports, Multi-level Car Parking, Institutional Campuses, shopping malls, Commercial Office Buildings, Hotels,	25

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S.No.	Qualification Criteria	Maximum Marks
	Manufacturing Industries/Plants (“Similar Work Experience”)	
2.1	Minimum 1 assignment of Similar Work Experience in the last 5 years preceding due date with a minimum continuous engagement of 12 months in the assignment.	10
2.2	For each additional assignment of Similar Work Experience in last 5 years preceding due date, with a minimum continuous engagement of 12 months in the assignment, 5 marks shall be given. Maximum 3 additional projects will be considered for evaluation – Max 15 marks	15
3	Similar Work Experience in Northeast India	10
4	Total Years of Experience	15
4.1	At least 7 years of experience (Certificate of Incorporation/Other valid registered documents)	10
4.2	For each additional 1 year of experience, 1 mark shall be awarded- Max 5 marks	5
5	Technical Presentation	30
5.1	Approach & methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, manpower deployment modalities, grievance redressal protocol, value provided to Authority etc.)	10
5.2	Use of Technology in the Services & Innovation	10
5.3	Case Studies/ Success stories in existing/past projects	10
Note 1: In the case of a Consortium, the aggregate experience and financial capacity of all Consortium Members shall be considered for meeting the Technical Eligibility and Financial Eligibility Criteria. Note 2: It is brought out that operation and maintenance of multi-facility mechanized services ONLY shall be considered as relevant project experience (similar work experience). Experience in provision of single facility management services such as security services, housekeeping services, electrical infrastructure maintenance services, HVAC infrastructure maintenance services, car park management services, etc shall not be considered as relevant project experience (similar work experience).		

3.12 Documents to be submitted along with the Qualification Proposal

The Bidders have to furnish the following documents duly signed in along with their Qualification Proposal:

- Financial Capacity of the bidder (TECH-3)
- Bidder’s Past Experience (TECH-5)
- Approach and Methodology to undertake the assignment (TECH - 8)

- Proposed Work Plan (TECH - 9)
- Bid Security (TECH-10)
- Undertaking for Pending Judicial Proceedings (TECH – 11)
- Undertaking for Ethical Conduct & Fraud Form (TECH-12)
- Financial Proposal (Tech -13)
- Power of Attorney for Lead Member of the Consortium (Tech-14)
- Consortium Agreement/ Memorandum of Understanding (Tech-15)

Bidders should submit the required supporting documents as mentioned above. Qualification Proposals which do not meet the Qualification Criteria, including on account of non-submission of required documents as listed above, may be rejected. Submission of forged documents will also result in rejection of the Proposal. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP. The Qualification Proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative of the Bidder.

3.13 Opening of the Technical Proposal:

- (a) The Authority will open the hard copies of the Technical Proposals at the time, date and place specified in the Bidder Data Sheet. The Technical Proposals will be opened in the presence of the Bidders whose designated representatives choose to be present.
- (b) The Authority will prepare a record of the opening of the Technical Proposals that will include, as a minimum, the names of the Bidders from whom Proposals have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- (c) The qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
- (d) Any information contained in a Technical Proposal will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the Bidder.
- (e) Once the Technical Proposals have been opened, the Eligibility Proposals shall be evaluated and all Bidders whose Eligibility Proposals meet the Eligibility Criteria, shall qualify for the evaluation of their Qualification Proposals. Once the Qualification Proposals have been evaluated, Bidders whose Qualification Proposals meet the Qualification Criteria will be informed of a date, time and place for opening of their Financial Proposals. The Financial Proposals will be opened in the presence of the representatives of the qualified Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in Clause 3.15

3.14 Evaluation of Proposals:

A three-step evaluation process will be conducted as explained below for evaluation of the Proposals:

I. Preliminary Evaluation (1st Stage):

(a) Responsiveness Check:

Prior to the evaluation of the Technical Proposal, the Technical Proposal shall be assessed to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:

- (i) the Proposal has been submitted by the specified time on the Proposal Due Date;
- (ii) the Technical Proposal and all documents specified in Section 3 Clauses 10 and 12 are received in the prescribed formats; and
- (iii) the Technical Proposal contains all the information and documents (complete in all respects) as requested in this RFP;
- (iv) the Proposal does not contain any conditions or qualifications; and
- (v) the Technical Proposal has been signed in accordance with the requirements of this RFP.

(b) Eligibility Check:

Once a Technical Proposal is found to be responsive, the Eligibility Proposal shall be evaluated to determine if the Bidder meets the Eligibility Criteria as set out in this RFP.

* Proposals which do not comply with any of the above requirements will be outrightly rejected at the discretion of the Authority. No request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposal.

II. Technical Evaluation (2nd Stage):

- (a) Evaluation of the Qualification Proposal will be done only for those Bidders who meet the Eligibility Criteria. The Technical evaluation of each Qualification Proposal shall be undertaken based on the Qualification Criteria set out in this RFP.
- (b) Prior to completion of the evaluation of the Qualification Proposal, the Bidder shall be invited to put forward a technical presentation. The date, time and venue for the technical presentation shall be intimated by the Authority at a later stage.

- (c) For each Qualification Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 60.

III. Financial Evaluation (3rd Stage):

- (a) The evaluation of Financial Proposals shall be carried out using the Least Cost (LC) Selection method.
- (b) Each Financial Proposal shall be examined for responsiveness. A Financial Proposal shall be considered responsive only if:
 - (i) All mandatory fields in the Tech-13 Excel sheet are duly filled;
 - (ii) Annexure-A (Man Month Costs), Annexure-B (Consumables List), and Annexure-C (Equipment List) are properly completed;
 - (iii) There are no arithmetical errors, omissions, or discrepancies.

Incomplete or non-responsive proposals may be summarily rejected at the discretion of the Authority.

- (c) Among responsive Financial Proposals, the Bidder quoting the lowest Annual Comprehensive Facility Management Cost shall be ranked as the First Ranked Applicant, the next lowest as the Second Ranked Applicant, and so on.
- (d) In the event that two or more Bidders quote the same Annual Comprehensive Facility Management Cost, the Bidder with the higher Technical Score shall be ranked higher.
- (e) The **First Ranked Applicant** shall be declared as the **Selected Bidder**, subject to fulfillment of all conditions as per this RFP. The Second and Third Ranked Applicants shall be kept in reserve and may be invited for further negotiation in case the Selected Bidder fails to comply with the requirements.

3.15 Financial Proposal Evaluation Process:

- I. The Financial Proposals of only those Bidders who obtain a minimum technical score of 60 (out of 100) in the Technical Proposal evaluation shall be opened.
- II. The date, time, and venue for opening the Financial Proposals will be communicated to technically qualified Bidders only. The Financial Proposals shall be opened in the presence of such Bidders who wish to attend the opening.
- III. During the opening, the name of each qualified Bidder and the corresponding quoted Annual Comprehensive Facility Management Cost shall be publicly announced.
- IV. The quoted cost shall be calculated based on the cost details furnished in the

prescribed format (Tech-13 Excel sheet), and will include:

- (a) Man-Month Costs (Annexure-A) for each category of staff;
- (b) Cost of Consumables (Annexure-B); and
- (c) Cost of Equipment (Annexure-C),

multiplied by the specified number of staff, consumables, and equipment to be deployed in each category.

- V. The quoted cost must include all applicable taxes and duties, excluding GST. GST shall be paid separately by the Authority at prevailing rates.

3.16 Implementation Process & Contract Period

The date on which the Service Agreement is signed between the Authority and the Selected Bidder (i.e., the **CFMS Provider**), or any other date as may be mutually agreed on by the Authority and the Selected Bidder, will be identified as the 'Commencement Date'.

I. Mobilization Period

The CFMS Provider will be granted 30 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period is completed will be identified as the '**Effective Date**'.

The Authority may request the CFMS Provider to mobilize a part of the team on priority (if need be) during mobilization period and the CFMS Provider shall extend any required assistance to the Authority if such request is raised.

II. Contract Period

The Contract Period shall start from the '**Effective Date**' as defined above and shall be valid for a period of **5 (Five) years**. However, in case of unsatisfactory performance the Authority may cancel the contract by giving at least 60 days' notice. Similarly in case the CFMS Provider wants to terminate the contract shall give Authority at least 60 days of time.

3.17 Payment Terms

I. Payments to the CFMS Provider will be made as follows:

- (a) Payment for Annual Maintenance Contract (AMC) for originally installed items / equipment
 - Within [30 (thirty)] days from the Commencement Date, the designated engineer / nodal department in-charge for the Facility shall, along with the CFMS Provider, identify and prepare a list of all the items and equipment that

would be considered as **“originally installed items / equipment”** that require, or have, an AMC (**AMC List**).

- All technical assessment and adequate scope of the AMC providers will be identified and captured in the AMC by the CFMS.
- The CFMS Provider shall coordinate with the AMC service providers to ensure timely repair and maintenance of the relevant equipment.
- The AMC terms and conditions shall be pre-approved by the designated engineer / nodal department in-charge;
- The Authority shall enter into AMC agreements for the equipment as set out in the AMC List with the authorized service providers of the relevant equipment. Due payments under the AMC agreements, shall be checked, vetted and recommended for payment by the CFMS. The Authority shall make the payments directly to the service providers of the AMC.
- The CFMS Provider will be paid 2% of the total AMC charges in the billing period as management fees (**AMC Management Fees**).
- AMC for any **“originally installed items / equipment”** not identified initially in the AMC List, or required later, can be given to the CFMS Provider in the same manner, and on the same terms, as described above.
- The Annual Maintenance Contract (AMC) List shall be finalized at the sole discretion of the Authority. This means that the Authority reserves the right to determine the final scope, components, and items to be included in the AMC, irrespective of any preliminary suggestions or proposals submitted by the Bidders.

(b) Payment for deployment of Manpower

- The payment for the manpower deployed for the Comprehensive Facility Management Services, will be done on a monthly basis (as per the manpower deployed and quoted rates in the Financial Form by the CFMS Provider) during Contract Period on submission of invoice for the preceding month by CFMS within 7 days and to be paid by Client not later than 45 days thereafter.
- The Authority may, at any time during the Contract Period, instruct the CFMS Provider to deploy additional staff and personnel or reduce staff & personnel at the Facility over and above the minimum number of staff and personnel specified in Tech 13 (A) and the CFMS Provider shall, pursuant to receiving such instructions from the Authority, deploy/reduce such additional staff and personnel at the Facility. Payments for the additional staff and personnel shall be calculated in accordance with the Man Month Rates as per actual deployment approved by the Authority for the relevant category of staff, as set out in the Financial Proposal.
- In case of any additional work assigned by the Authority, which required additional manpower, the CFMS provider shall have to deploy the required

number of additional staff or personnel, to perform the additional Services. Payments for such additional staff and personnel approved by the Authority shall be calculated in accordance with the Man Month Rates for the relevant category of staff, as set out in the Financial Proposal.

- The CFMS provider shall deploy resources as to perform its services and raise bills on monthly basis as per the agreed man month rates.

(c) Payment for deployment of Equipment

- The indicative list of equipment to be used for providing the Services is set out in Tech 13 (C). The financial bid quoted by the bidder must include the monthly rent towards the equipment.
- The CFMS Provider shall be required to raise bills of a monthly basis for the use of the equipment as per the quoted monthly rental rates.
- The list and quantity of equipment quoted in the selected bidder's financial proposal shall be deemed final for the duration of the Agreement. Any request for additional equipment during the Agreement period may be considered and approved solely at the discretion of the Authority/committee constituted by the Authority.

(d) Payment for Consumables

- The indicative list of consumables to be used for providing the Services is set out in Tech 13 (B). The financial bid quoted by the bidder must include the cost towards consumable.
- The Authority shall make the payments as per the quantities and rates quoted and agreed. The CFMS shall carry the risk of any over consumption of consumables.
- The list and quantity of consumables quoted in the selected bidder's financial proposal shall be deemed final for the duration of the Agreement. No request for additional Consumables during the Agreement period shall be considered by the Authority.

(e) Payment for services not covered in this RFP

Upon the instruction of the Authority, the CFMS provide MUST have to provide any other services not covered in this RFP. These services could activities such as General Pest Control, Disinfestations Treatment, Rodent Control, Fly Control and Mosquito Control, etc. The payment for these services shall be on actual and reimbursable basis.

II. Escalation

The Annual Comprehensive Facility Management Cost shall be escalated by 3% per annum from 2nd year onwards (i.e. after completion of first year from the date

of execution of contract agreement) during the Contract Period against the Annual Comprehensive Facility Management Cost paid to the CFMS Provider for the immediately preceding year.

III. Assist the Authority in Revenue Generation

CFMS provider to ensure to assist Authority in generation of additional revenue for the Walking footfall enquires.

3.18 Performance Bank Guarantee (PBG):

- I. Within 7 days of issuance of the Letter of Award, the Selected Bidder shall furnish an unconditional, irrevocable, and on-demand Performance Bank Guarantee amounting to **10%** of the Annual Comprehensive Facility Management Cost (as accepted) from a Scheduled Bank situated in Shillong in favor of “Shillong Smart City Limited”, as per the format at Annexure 9. The PBG shall be maintained with a validity for a period of three months beyond the Contract Period (calculated from the Effective Date). The PBG shall secure the CFMS Provider's obligations under the Service Agreement. The PBG shall be released three months after the expiry of the Contract Period provided there is no breach of contract on the part of the CFMS Provider and subject to the Authority's right to receive or recover amounts, if any, due. No interest shall be paid on the release of the PBG to the CFMS Provider.
- II. It is expressly understood and agreed that the PBG is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the PBG is not to be construed solely to cover all the damages payable by the CFMS Provider as detailed / stipulated in the Service Agreement.
- III. Should the Contract Period, for whatever reason be extended, the CFMS Provider shall, at its own cost, obtain an extension of the validity period of the PBG and shall furnish the extended / revised PBG to the Authority before the expiry date of the PBG originally furnished.
- IV. Appropriation of PBG in case of failure to commence operations: In addition to any other events for which the Authority may have a right to forfeit the PBG under this RFP or the Service Agreement, the PBG shall be forfeited if the CFMS Provider fails to commence operations of the Comprehensive Facility Management Services as per the requirements of this RFP and the Service Agreement.
- V. Upon occurrence of a CFMS Provider default under the Service Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the PBG as damages for such default. Upon such appropriation

from the PBG, the CFMS Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire PBG provide a fresh PBG, as the case may be, failing which the Authority shall be entitled to terminate the Service Agreement.

3.19 Contract Negotiation

After the Selected Bidder is chosen, the Authority may choose to hold contract negotiations at a date, time and address to be intimated to the Selected Bidder. The Selected Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. The representative conducting negotiations on behalf of the Selected Bidder must have written authority to negotiate and conclude the contract. Negotiations may be undertaken on technical and financial aspects, if any, and on the availability of proposed professionals etc.

3.20 Award of Contract:

- I. After completion of any negotiations, the Authority shall, issue the letter of award (**LOA**) to the Selected Bidder:
 - (a) declaring it as the Selected Bidder;
 - (b) accepting its Financial Proposal;
 - (c) requesting it to sign and return, as acknowledgement, a copy of the LOA within 7 days of issuance of the LOA, indicating the date on which it proposes to execute the Service Agreement, which in no event shall be later than 15 days from the date of the LOA; and
 - (d) requesting it to submit the PBG in accordance with Clause 3.18.
- II. The Authority shall also notify all other Bidders about the result of the selection process.

3.21 Conflict of Interest:

- I. A Bidder shall not have a conflict of interest (**Conflict of Interest**). A Bidder, shall be considered to have a Conflict of Interest if the Bidder or its Associate:
 - (a) is under common Control with any other Bidder or Associate.
 - (b) has direct or indirect shareholding or other ownership interest in any other Bidder, or its Associate; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or Associate in the other Bidder, or Associate is less than 5% of the subscribed and paid up share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, multilateral institution or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act; or

- (c) receives or has received any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders or their Associate; or
- (d) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for this RFP.
- (e) has a relationship with any of the other Bidders, directly or through common third parties, that puts either one or both of them in a position to have access to each other's information that may influence the Bid of one or more of such Bidders, or influence the decisions of the Authority regarding the Bid Process; or
- (f) submits more than one Proposal under this RFP (including through its Associates). This will result in the disqualification of all such Proposals submitted by the Bidder and its Associates; or
- (g) has participated as a consultant or advisor in the preparation of the design of or technical specifications for the Project.

II. A Bidder, or its Associate, shall also be deemed to have a Conflict of Interest in the following circumstances:

- (a) **Conflicting Assignment/job:** A Bidder or any of its Associates shall not be hired for any assignment/job that, by its nature, may be in conflict with the Comprehensive Facility Management Services being procured under this RFP to be executed for the Authority.
- (b) **Conflicting Relationships:** A Bidder that has a business or family relationship with a member of the Authority or GoM's staff who is directly or indirectly involved in any part of:
 - i. the preparation of the Terms of Reference.
 - ii. the Bid Process, or
 - iii. Supervision of the Service Agreement,

unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

III. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of the Service Agreement.

3.22 Disclosure:

- I. Bidders have an obligation to disclose any actual or potential Conflict of Interest. Failure to do so may lead to disqualification of the Bidder or termination of the Service Agreement.**

- II. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any Officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- III. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - (a) a criminal offence or other serious offence punishable under Applicable Law, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - (b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - (c) failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

3.23 Fraud and Corrupt Practices

- I. Bidders and their respective Officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- II. Without prejudice to the rights of the Authority under Clause 3.30, in the event that a Bidder is found by the Authority to have directly or indirectly or through an Officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for qualification issued by the Authority, either indefinitely or for a stated period of time from the date such Bidder is found by the Authority to have directly or indirectly or through an Officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- III. Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of the Financial Proposals, and recommendation for award of contract, will result in the rejection of the Proposal.
- IV. For the purposes of this Clause 3.23, the following terms will have the meanings given to them below:
 - (a) **corrupt practice** means: offering, giving, receiving or soliciting, directly or

indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters relating to this RFP or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Authority, will be deemed to constitute influencing the actions of a Person connected with the Bid Process);

- (b) **fraudulent practice:** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation.
- (c) **coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person.
- (d) **undesirable practice** means: (A) establishing contact with any Person connected or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as defined in Clause 3.21); and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

3.24 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposals which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and shall be rejected by the Authority. Bidders are required to submit a certificate in the format as set out in Tech-11 under Section 5 of the RFP document as a part of their Proposals.

3.25 Language of Proposals

The proposal and all related correspondence exchanged between the Bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

3.26 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bid Process. A Bidder is not allowed to submit more than one proposal under the selection process.

3.27 Governing Law and Jurisdiction:

The Bid Process, this RFP and the Proposals shall be governed by, and construed in accordance with, the laws of India. The competent courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Proposals.

3.28 Confidentiality:

- I. All documents and other information provided by the Authority or submitted by a Bidder to the Authority will remain or become the property of the Authority, as the case may be. Bidders should not use any information provided by the Authority in connection with the Bid Process for any purpose other than for preparation and submission of their Proposals.
- II. The Authority will treat all information, submitted as part of a Proposal as confidential and will require all those who have access to such material to treat it in confidence. The Authority may not divulge any such information or any information relating to evaluation of the Proposal or the qualification of Bidders unless:
 - (a) such publication is contemplated under this RFP;
 - (b) such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authority or the Bidder on matters arising out of or in connection with the Bid Process;
 - (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure;
 - (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or
 - (e) in connection with any legal process.

3.29 Amendment of the RFP Document:

At any time before submission of Proposals, the Authority may amend the RFP by issuing an addendum at <https://megurban.gov.in> and <https://meghalaya.gov.in/tenders>. Any such addendum will be binding on all the Bidders. The Bidders are required to read the RFP with any addenda/amendments that may be issued in accordance with this Clause 3.29. Any oral statements made by the Authority or its advisors regarding the Bid Process, the RFP or on any other matter, shall not be considered as amending the RFP. To give bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Authority may, at its discretion, extend the deadline for the submission of the Proposals. The Authority will assume that the information contained in the Addendum/amendments will have been taken into account by the Bidder in its Proposal. The Authority assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the Addendum/amendments or for any consequent losses suffered by the Bidder.

3.30 Authority's Rights

- I. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information at any stage of the Bid Process;
 - (c) retain any information, documents and/or evidence submitted to the Authority by and/or on behalf of any Bidder;
 - (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
 - (e) reject any Proposal, if:
 - (i) at any time, a material misrepresentation is made or uncovered;
 - (ii) the Bidder in question does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal; or
 - (iii) the Authority finds any Proposal to be unreasonable, impractical or unviable.
 - (f) accept or reject a Proposal, annul the Bid Process and reject all Proposals, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders.

- II. If the Authority exercises its right under this RFP to disqualify / reject a Proposal. In such an eventuality, the Authority reserves the right to:
- (a) invite all the remaining qualified Bidders to match the quote offered by the Selected Bidder (i.e. the lowest quote);
 - (b) if only one qualified Bidder matches the quote of the Selected Bidder, then such qualified Bidder will be declared the Selected Bidder. If more than one qualified Bidder matches the Selected Bidder's quote, then the qualified Bidder who quoted the lower amount in the first round of bidding shall be declared the Selected Bidder;
 - (c) if no Bidder matches the Selected Bidder's quote, then the Authority may, at its sole discretion, invite fresh Financial Proposals from all qualified bidders except the Selected Bidder or annul the Bid Process. If the Authority invites fresh Financial Proposals, then only such Financial Proposals will be considered which are lower than the second lowest quote discovered through the first round of bidding.
- III. If it is found during the Bid Process, at any time before signing the Service Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the Eligibility Criteria have not been met by a Bidder or that the Bidder has ceased to meet them, or a Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Bidder will be disqualified. If such Bidder has been declared as the Selected Bidder and has already been issued the LOA or has entered into the Service Agreement, the LOA or the Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from the Authority to the Selected Bidder.
- IV. Upon any disqualification, cancellation or termination in accordance with this Clause, the Authority will not be liable in any manner whatsoever to the Bidder. Additionally, the Authority will have the right to forfeit and appropriate the PBG if the Service Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by the Authority as a result of such cancellation, disqualification, or termination. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the RFP, the Service Agreement or Applicable Laws.

3.31 Disqualification of Proposal:

A Proposal is liable to be disqualified and rejected by the Authority in the following cases:

- (a) the Proposal has been submitted without the Bid Processing Fee;
- (b) the Proposal has not been submitted in accordance with the procedure and formats

as prescribed in the RFP;

- (c) during the validity of a Proposal, as may be extended, the Bidder increases his Price Offer;
- (d) the Proposal is received in an incomplete form;
- (e) the Proposal is received after the Proposal Due Date;
- (f) the Proposal is not accompanied by all the requisite documents / information;
- (g) the Proposal submitted is with assumptions, conditions, qualifications, conditions or uncertainty;
- (h) the Proposal is not properly sealed or signed;
- (i) the Proposal does not conform to the requirement of the scope of the work of the assignment;
- (j) the Bidder is in breach of Clause 3.21 of this RFP at any point of time during the Bid Process;
- (k) if, the Technical Proposal (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the Bidder) is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Financial Proposal.

4. Terms of Reference

4.1 Project Background

The Shillong Smart City Limited (SSCL) is a public limited company and was incorporated on 22nd January 2019 under the Companies Act, 2013. The main objective of SSCL is to plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

The Polo Commercial Complex project components along with area statement are as below:



Floor	Carpet Area (Sq. ft)	Super built up area (Sq. ft)	No. of shops	No. of offices	No. of car parks
Stilt	-	-	-	-	86
First Floor	13712.01	25718.38	21	0	-
Second Floor	14384.20	27362.52	23	0	-
Third Floor	14678.47	27334.87	20	0	-
Fourth Floor	10811.73	23932.42	28	0	-
Fifth Floor	13212.04	23835.96	17	0	-
Sixth Floor	7811.05	14541.34	0	8	-
Total	74609.50	142725.49	109	8	86

4.2 Project Objective

The objective is to select eligible Bidders to provide Comprehensive Facility Management Services ("CFMS") to the Authority at the Polo Commercial Complex. The broad services expected from the CFMS Provider are as follows:

- (a) operation and maintenance of all electrical and mechanical equipment;
- (b) housekeeping and sanitation services;
- (c) Security, caretaker services;
- (d) horticulture, gardening, plantation and lawn maintenance;
- (e) help desk & front desk management;
- (f) waste management;
- (g) visitor management;
- (h) general pest control;
- (i) reporting and complaint management;
- (j) coordination with other service providers;
- (k) cleaning of roads, grounds, building facade and drains; (m) building plumbing, carpentry and masonry services;
- (l) crisis management including primary firefighting and lift rescue operations;

4.3 Scope of Services

The scope of work under the Service Agreement is as set out below:

- (i) Preserving the Polo Commercial Complex, its equipment and assets as per the satisfaction of the Authority.
- (ii) Day to day repairs/service of the facilities.
- (iii) AMC of all equipment's such as AC, lifts, DG, escalator, STP, WTP, Building Management System or any other equipment identified and listed jointly by the CFMS and the Authority shall be procured by the Authority from time to time.
- (iv) Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and coordinate with the engineer appointed by the Authority to update such inventory on a weekly basis.
- (v) Prepare lists of probable spare parts, electrical and mechanical items, AC spares including split units etc. and DG spares and coordinate and supervise for availability of these spares for items under AMC.
- (vi) Prepare annual building surveys and a program for repairs along with submitting an action plan (To be prepared in consultation with the SSCL).
- (vii) Operation of all equipment in the facility, including conducting minor repairs and replenishment of items such as electric lights, LED bulbs etc.
- (viii) Repair & rewinding of ventilation fans, pumps, motors geyser, oil heater etc. (after the relevant defects liability period/warranty period).
- (ix) Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance including replacing fuse, tube lights, bulbs, minor wiring etc.
- (x) Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- (xi) Regular checking and minor paint touch-up of all walls, ceiling, windows, grill etc. Regular checking and minor touch-up of polish and paint to all wood works.
- (xii) Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis.
- (xiii) Pre-start checks on all systems and facilities before putting the systems and facilities into operation in accordance with equipment manufacturers' start up procedures.
- (xiv) Operational start-up, running, monitoring and shutdown of equipment and facilities should meet and maintain demand loads, to ensure safe, efficient and reliable services to all installed facilities in accordance with the equipment manufacturers' standards and procedures.
- (xv) Decommission/shutdown of an equipment service when required in accordance with the manufacturer's servicing and maintenance procedures.
- (xvi) The submission of an equipment failure analysis report within 48 hours after

the occurrence of failure indicating the equipment or component that failed, all the relevant information relating to the failure, the cause of the failure, the restoration of the equipment and the recommendations proposed to prevent or minimize recurrence of failure. Failure analysis report shall be comprehensive enough so that the root cause of recurring equipment failures or systems inefficiencies can be spotted and corrected.

- (xvii) Witness testing and commissioning procedures for new equipment, installations, alterations and attend/undertake any required training to enable maintenance of said equipment/installations.
- (xviii) The CFMS Provider shall be responsible for verifying the collection of rent from all allotted shops and ensuring that each shopkeeper submits the monthly rent to the SSCL account. The agency shall also maintain a monthly register detailing rent collection records.

Further the CFMS Provider to achieve the set objective for the scope of services enumerated above, shall undertake the services under the following heads:

- a) Maintenance Services
- b) Operation Services
- c) House Keeping Services
- d) Help desk and reception services
- e) Gardening and Lawn Management
- f) Complaint Management
- g) Security / Attendance Services (Watch and Ward)
- h) Reporting Services

(a) Maintenance Services

The CFMS Provider shall be responsible for break down maintenance, preventive maintenance and shall coordinate, administer and certify works of main contractors, manufacturers and AMC service providers as per the terms and conditions stipulated in this RFP. In particular, these activities shall mean:

(1) Break down Maintenance:

The CFMS Provider shall be responsible for supervising and coordinating breakdown maintenance. If a breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, the CFMS Provider shall coordinate with the equipment suppliers/contractors to arrange for repair and rectification under the relevant defect liability period or equipment warranty period, as may be applicable.

(2) Preventive Maintenance:

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

(3) Management:

- Co-ordination with contractors for rectification of defects falling under warranty or defects liability periods.
- Co-ordination with vendors / suppliers /manufacturers for preventive maintenance.
- Supervise, administer and certify works of main contractors / manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- Maintain comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- MIS Reporting for overall management of services.
- Co-ordination (with SSCL Officials) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

(b) Operation Services

The operation services to be performed under the Scope of Work include:

I. Operation of Equipment and Fixtures

- (i) The CFMS Provider shall ensure day to day unhindered running of the entire Polo Commercial Complex as per the satisfaction of the Authority and shall undertake day to day repairs as might be required.
- (ii) CFMS Provider shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- (iii) The CFMS Provider shall ensure operation and upkeep of all equipment (electrical, mechanical etc.) in accordance with operation and maintenance manuals provided by the Authority or the manufacturers of such equipment and ensuring safety of equipment and personnel using it. (some details of pumps, AC, Lifts, Sewerage System, plumbing, Fire Fighting, and other

electrical works are enclosed in the RFP).

- (iv) The CFMS Provider shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs including the domes, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day-to-day service facilities.
- (v) The CFMS Provider will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- (vi) The CFMS Provider shall operate all equipment, fittings, and fixtures (electrical/mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the areas such as operation of pumps for filling water to tanks as per the requirement.
- (vii) The CFMS Provider shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the relevant O&M manuals for smooth operation and functioning of the area.
- (viii) The CFMS Provider shall operate and maintain the Fire alarm system, CCTV System, PA system and any other systems as installed at the Facility.
- (ix) The CFMS Provider shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artefacts as specified in the O&M manuals carefully, at all times throughout the Contract Period. Any damage done to the exhibits/ artefacts / equipment due to non-maintenance of required ambient room parameters will be the responsibility of CFMS Provider and the CFMS Provider shall make good the damaged exhibit / artefacts / equipment's at his own cost.

However, the services described above shall not be deemed to be exhaustive and shall include all other services required to be performed by the CFMS Provider for operating the Polo Commercial Complex in accordance with highest Safety Standards and Good Industry Practices and delivering the Services as per the satisfaction of the Authority. The CFMS Provider shall maintain the service levels and also maintain minimum manpower as per detailed scope described below.

(c) Housekeeping and cleaning Services

(a) General Cleaning Services: The CFMS Provider shall

- (i) Perform routine cleaning of the internal and external areas to meet the required service standard.
- (ii) Ensure cleanliness of all common spaces and space inside the Polo Commercial Complex at periodic intervals.
- (iii) Perform cleaning and upkeep of common areas and amenities, IT & AV equipment in the facility as per the directions in the O&M manuals or as per directions of the Authority.

- (iv) Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).
- (v) Provide additional housekeeping services as and when required by the Authority.
- (vi) Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by the CFMS Provider.
- (vii) Be responsible for the safekeeping of the equipment at the facility and shall ensure that such equipment is not taken out of the premises at any time during the Contract Period other than for repairs. In case such repairs take more than a week, the CFMS Provider shall arrange to provide alternate equipment for the facility.
- (viii) Adopt a proactive approach to the delivery of these services. The CFMS Provider shall report immediately any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties under the Service Agreement.
- (ix) Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- (x) Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- (xi) Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- (xii) Clean all water tanks and disinfect such water tanks on a quarterly basis or as instructed by the Authority.
- (xiii) Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- (xiv) Entrances, service areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- (xv) Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean (to be done in presence of the officials concerned).
- (xvi) Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- (xvii) Care is to be exercised to ensure visitors safety. Wet floors should be

- sign- posted. Trailing cables and open sockets should be made safe.
- (xviii) All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
 - (xix) Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
 - (xx) The CFMS Provider shall develop and implement a housekeeping plan for all types of cleaning surfaces (e.g. walls, floors, façade, ceiling-as appropriate, furniture, windows, glass, restrooms, etc.), that are within internationally accepted cleaning industry standards, to extend the life of these surfaces through routine, periodic and as necessary, restorative cleaning process.
 - (xxi) The CFMS Provider shall be primarily responsible in the management of wastes from vending zones, food court, common areas of commercial complex including collection and storage. It shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the premises to the designated disposal site.
 - (xxii) The CFMS Provider shall ensure that all consumables are always available for use by building occupants. These include cleaning chemicals, hand soap, paper towels, toilet paper etc. CFMS Provider shall be required to manage and monitor inventories. This shall also apply to complex premises furniture and other miscellaneous equipment/facilities.

(b) *Cleaning of Toilets*

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

(c) Waste Management

- (i) Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- (ii) CFMS Provider shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by the Authority.
- (iii) CFMS Provider shall ensure that 100% of recyclable waste is being recycled.
- (iv) CFMS Provider shall be responsible for arranging the transport and in consultation with Authority, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted, and collection points shall be defined.
- (v) Waste management methodology shall comply with the guidelines as laid down in applicable waste management rules of the GoI / GoM and SSCL.
- (vi) Renovation debris is to be stored at designated space at designated area.
- (vii) The CFMS Provider undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load.
- (viii) Cleaning of grease chambers of the kitchen.

(d) Help Desk & Reception Services

The CFMS Provider shall operate the front-desk/helpdesk as per the guidelines provided by the Authority. These Services pertain to assisting/guiding the visitors, Authority's staff, attending to problems at the helpdesk and resolving the problems to closure, which occur on day-to-day basis.

The help- desk/front-desk operations shall include responding and resolving the problems which may related to visitors/premises which may or may not be logged (problems such as failure of Public Announcement System, UPS, fire alarm etc.).

The CFMS Provider shall also undertake the following:

1. Complaints Register:

The CFMS Provider will maintain complaints register. Each complaint received from the Authority, its representatives, or any users of, or visitors at, the Facility in the course of provision of the Services will be recorded by the CFMS Provider in the complaint register and assigned a registration/ticket number.

The CFMS Provider will seek to resolve any complaint received within the shortest possible duration. Once a complaint has been satisfactorily addressed and closed, the CFMS Provider will update the status of the complaint in the register. The CFMS Provider will make the complaints register available to the Authority and any other engineer/Officer-in-charge for inspection, whenever requested by the Authority or the engineer/Officer-in-charge.

2. Suggestions Book:

The CFMS Provider will maintain a suggestions book in which any user of, or visitor to, the Facility can record suggestions for the betterment of the Services. To the extent practical, the CFMS Provider shall take on board these suggestions to improve the quality of the Services.

(e) Gardening & Lawn Management

The CFMS Provider shall be responsible for ensuring proper maintenance and upkeep of all horticulture works in the landscaping area. Adequate equipment shall be maintained by CFMS Provider including grass cutting machine and other tools required for maintenance of horticulture areas.

CFMS Provider shall grow seasonal plants and seasonal flowers as deemed fit by the Authority to maintain the horticulture/ landscape as per the satisfaction of the Authority. CFMS Provider shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, and Manures etc.

Broad Scope of Work will be as follows:

- (a) daily watering;
- (b) weed removing;
- (c) trimming and pruning;
- (d) soil mulching;
- (e) lawn mowing;
- (f) hedges and shrubs cutting etc.;
- (g) cleaning garden areas;
- (h) applying fertilizer or compost manure/vermi culture manure alternate month or as and when required;
- (i) applying pesticides and fungicide alternate month or as and when required;
- (j) maintenance of vermi compost pits;
- (k) disposal of dry/fallen leaves;
- (l) seed collection and sowing;
- (m) preparation and maintenance of planting materials;
- (n) operation of tools, machinery as required for the garden; and
- (o) general maintenance of existing plants, tools, implements etc.

(f) Complaint management

CFMS Provider shall create a complaint kiosk with a designated senior official of the CFMS Provider managing the same with adequate infrastructure for time bound complaint management. CFMS Provider shall develop an online software-based application for facilitating complaint raising by end-users where an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Authority. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The defined SLA times for responding and closure of complaints by CFMS Provider and based on standards these present guidelines and may be changed by Authority from time to time. These defined **SLA are provided in Annexure-4**. To the extent possible, the CFMS Provider shall make ensure that vendor/ manufacturer performs their obligations as per their respective contracts. In spite of the efforts made by the CFMS Provider, should any vendors / manufacturers fail to perform their obligations, the CFMS Provider shall notify the Authority and ask for necessary action.

(g) Security/Attendant Services (Watch & Ward)

The activities and responsibilities of the CFMS Provider with respect to security services are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material,
- Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- Prevent entry of stray animals like cow, dogs etc.,
- Round the clock patrolling of the Facility,
- Handheld metal detectors should be provided by the security agency to security guards for sample checking and frisking of visitors as well as their carry bags,
- Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Authority,
- Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- Having effective control on movement of materials in / out,
- Physical guarding of entry / exit points,

- Screening / directing of employees and visitors,
- Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- Assisting the occupants during the emergency evacuation of the terminal,
- Rescue operation of visitors stranded in the lifts,
- Complete disaster management in case of emergencies/ disasters,
- Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- Providing a logbook register for making entries by the security personnel of their presence at duty site,
- Provide at its own cost:
 - a. proper clean uniform and badges and
 - b. photo identity cards as per laid down rules for Private Security Agencies.
- CFMS Provider shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Authority will be at liberty to get anybody re- examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. CFMS Provider shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walkey- Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

(h) Reporting

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

- (a) Initial Review Report;
- (b) Monthly Reports;
- (c) Deployment Report;
- (d) Bio-metric Attendance Report
- (e) Statutory compliance intimation report.

The MIS report shall cover the following aspects:

- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Facility Inspection: The CFMS Provider shall conduct regular

comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Authority. The CFMS Provider shall indicate frequency of inspection covering all premises.

- Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- Prepare a foot fall report for the visitors.
- Customer Feedback Analysis
- Report on Audits/ drills etc.
- Complaint Management reporting.
- MIS on procurement, statutory payments & on any other invoices processed by Authority.
- Any other reports as needed from time to time.
- IT assets, stationaries and operating cost required to prepare report is in the scope of CFMS Provider
- CFMS Provider has the option to use /implement any software for managing the Facility.
- CFMS Provider shall submit the Performa and format and the same shall be approved by Authorized Officer.
- Statutory compliance intimation report: CFMS Provider shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. CFMS Provider shall monitor and intimate the Authority minimum 30 days in advance before expiry of any such statutory or regulatory compliances. This will be in the purview of authority to get all NOC done.
- Any other reports / compliance certificates as needed from time to time

4.3.1 Services Schedule

- (a) Within 7 days from the date of execution of Agreement, the CFMS Provider shall prepare and submit to the Authority a schedule according to which those aspects of the Services which can be planned/scheduled are to be performed (**Services Schedule**). The Services Schedule shall also include the annual maintenance schedule of all equipment, machinery and systems (such as lifts, electrical works, power backup systems and water tanks). The Services Schedule shall be prepared in a manner so as to be consistent with the requirements set out in the RFP, the Scope of Work and the Agreement. If the Authority has any comments on the Services Schedule, such comments shall be provided to the CFMS Provider not later than 7 days from the date on which the Services Schedule is submitted by the CFMS Provider. The CFMS Provider shall incorporate the Authority's comments on the Services Schedule and shall, thereafter, submit a revised Services

Schedule to the Authority.

- (b) During the execution of the Services, the CFMS Provider shall also submit a revised Services Schedule which accurately reflects the actual progress of the Services, whenever the Services Schedule ceases to reflect actual progress or is otherwise inconsistent with the CFMS Provider's obligations under this Agreement.
- (c) The CFMS Provider shall deploy such number of personnel for carrying out the Services as submitted in the Financial Proposals Man Power.
- (d) The CFMS Provider shall coordinate with all equipment manufacturers or suppliers to rectify any defects in the equipment and systems installed at the Facility in order to minimize any downtime in this regard. The Authority shall provide details of all equipment suppliers and original equipment manufacturers to the CFMS Provider, including details of any subsisting equipment warranties. When dealing with any supplier or original equipment manufacturer, the CFMS Provider shall ensure that it effectively manages any subsisting equipment warranties.

4.3.2 Manpower

The CFMS Provider shall deploy one ESTATE Manager for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of Work. The manpower should be briefed in a manner that they are ready to take additional/ alternate tasks in case there is a heavy rush in the Polo Commercial Complex.

- i. The minimum manpower required to be provided by the CFMS Provider is at set out in Tech 13 (A).
- ii. CFMS Provider shall provide the above minimum manpower to efficiently and effectively manage the facility. However, CFMS Provider shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the CFMS Provider.
- iii. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed to the CFMS Provider during the Contract Period and as required from time to time. The payment of such manpower shall be consistent with the rate quoted by the Bidder for such manpower in the BOQ.
- iv. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.
- v. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.

- vi. The tentative duration of working hours/operational hours of Polo Commercial Complex will be 8 hours, 3 shifts round the clock subject to finalization of timings by the Authority to be conveyed at the time of signing of agreement.
- vii. Police verification of the manpower deployed by the CFMS Provider should be complete and must be shared with the Authority upon request.
- viii. The CFMS Provider shall comply with all Applicable Laws in relation to the payment of wages for any manpower deployed as per the amended notification from Labour Department, Govt. of Meghalaya
- ix. Disbursing Authority will verify a specific percent (at least 5%) about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.
- x. The CFMS Provider will be required to provide an overall supervisor, for the entire facility who may be required to co-ordinate with multiple resources, designated engineers/Nodal department In-charge of the facility as well as supervisor of other facilities.

4.4 Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Contract, any deficiency by the CFMS Provider in the performance of its delivery obligations, shall render him liable to any or all of the penalties mentioned in **Annexure-5**.

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

4.5 Liquidated Damages / Penalty

- (a) If the Services provided by the CFMS Provider under this Agreement fail to meet any of the SLAs set out in Annexure 4 of this Agreement, then the CFMS Provider shall pay liquidated damages (**Liquidated Damages / Penalty**) to the Authority to be calculated in accordance with Annexure 4. The total amount of Liquidated Damages payable in a year under this Agreement shall not exceed 20% of the Annual Comprehensive Facility Management Cost.
- (b) The Liquidated Damages / Penalty may be recovered by either invoking the PBG or by setting-off such amounts from any payments due to the CFMS Provider under this Agreement.
- (c) The Parties acknowledge that the Liquidated Damages / Penalty prescribed under this Agreement are a genuine pre-estimate of and reasonable compensation for the Loss and damage that shall be suffered by the Authority due to a failure by the CFMS Provider to meet the SLAs set out in this Agreement.
- (d) The payment of the Liquidated Damages / penalty pursuant to this Clause does not in any way relieve the CFMS Provider from any of its obligations to perform the Services, or from any other obligations and liabilities of the CFMS Provider under this Agreement.
- (e) If, at any point in time during the Agreement Period, the CFMS Provider breaches any SLA 3 times within a period of 30 days, the rate of Liquidated Damages payable for a breach of such SLA shall be escalated by 10%. By way of an illustration:
 - (i) *A breach of the SLA pertaining to routine housekeeping carries Liquidated Damages of INR 500 per day. If the CFMS Provider breaches this SLA 3 times within a period of 30 days, the rate of Liquidated Damages payable for a breach of this SLA will be increased to INR 550 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.*
 - (ii) *If the same SLA (i.e., pertaining to routine housekeeping) is breached another 3 times within a consecutive period of 30 days, then the rate of Liquidated Damages payable will be further enhanced by 10%, i.e., to INR 605 per day and this enhanced rate of Liquidated Damages will apply for each subsequent breach of the SLA.*

4.6 Suspension

If the Authority or the Authority's Representative notifies the CFMS Provider of any non-compliance with the terms of this Agreement, the CFMS Provider shall immediately, if so directed, or in any event not more than 2 day after receipt of such notice, make adequate efforts to correct such non-compliance. When the CFMS Provider has undertaken satisfactory corrective action in line with this Agreement, the Authority shall lift the suspension of the Services. The CFMS Provider shall not claim any extension of time to complete the Services or additional fees due to any such work suspension.

4.7 Transition of Services

- (a) Upon the expiry of the Agreement Period, or the early termination of this Agreement, the performance of the Services will be taken over by a replacement service provider to be appointed by the Authority.
- (b) The CFMS Provider shall facilitate the seamless transfer of the Services to the replacement service provider appointed by the Authority, by:
 - (i) liaising with the replacement service provider appointed by the Authority and providing reasonable assistance and advice regarding the Services and their transfer to the replacement service provider;
 - (ii) making available to the replacement service provider all records maintained by the CFMS Provider for the Services provided;
 - (iii) providing copies of all subsisting AMCs to the replacement service provider and assisting the replacement service provider with liaising with the AMC service provider to ensure uninterrupted performance of the AMC contracts;
 - (iv) participating in any briefing/handover meetings with the replacement service provider organized by the Authority, in which the CFMS Provider will give the replacement service provider a detailed update regarding condition of all equipment, installation and facilities covered with under the scope of the Services, status of completion of annual maintenance and other periodic services such as pest control and fumigation of premises, replacement schedule for major equipment and systems and all other information and operational data which the Authority or the replacement service provider considers relevant.

- (v) providing access to any replacement service provider appointed by the Authority, to inspect the Facility and responding to queries and clarifications, if any, sought by such replacement service provider prior to transfer of the Services to such service provider; and
- (vi) providing an inventory of all unused materials, spares, chemicals, cleaning agents, consumables, and items procured by the CFMS Provider for the Facility (and paid for by the Authority), which shall be made available to the replacement service provider to perform the Services.

4.8 Termination

4.8.1 Termination by the Authority

The Authority shall have the right to terminate this Agreement upon the occurrence of any of the following events of default of the CFMS Provider, provided that such event of default has not occurred due to a Force Majeure Event or Authority default:

- (a) the CFMS Provider stops work for 30 days when no stoppage of work is shown on the Services Schedule, and the stoppage has not been certified by the Authority's Representative;
- (b) **(i)** the CFMS Provider is admitted into a corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016; **(ii)** the CFMS Provider has entered into liquidation or similar state; **(iii)** if any order is made for the compulsory winding up or dissolution of the CFMS Provider; **(iv)** if the CFMS Provider becomes unable to pay its debts; **(v)** if a receiver or administrator is appointed in respect of the CFMS Provider, its business and assets; or **(vi)** if any re-structuring, re-organisation, amalgamation, arrangement or compromise affecting the CFMS Provider's ability to fulfil its obligations under this Agreement is being undertaken.
- (c) The CFMS Provider fails to provide and/or maintain the PBG in accordance with this Agreement.
- (d) If the CFMS Provider has, in the judgment of the Authority engaged in corrupt or fraudulent practices in competing for or in executing the Agreement or is in breach of Clause 3.23 of this Agreement.
- (e) If the CFMS Provider fails to rectify, reconstruct or replace any defective work, equipment, installations, machinery or continues the execution of the work or Services in an inefficient, improper, un-workman like manner which is contrary to Good Industry Practice or the SLAs.

- (f) If the CFMS Provider is in material breach of any of its obligations under this Agreement;
- (g) If the cap on Liquidated Damages set out in Clause 4.5 (a) has been breached; or
- (h) If the CFMS Provider is in breach of any of its representations and warranties under this Agreement.

Upon the occurrence of any of the events of default mentioned above, the Authority may issue a notice of termination to the CFMS Provider providing the CFMS Provider with a cure period of 60 days, commencing from the date of the notice, within which to cure the default mentioned in the notice. Upon cure of the default, the notice of termination shall be deemed to have been revoked by the Authority. However, if the CFMS Provider fails to cure the default within the cure period provided, the Agreement shall stand terminated at the end of the 60-day period commencing from the date of the notice. Upon the occurrence of the event of default mentioned, the Authority shall have a right to terminate this Agreement immediately, without providing any additional cure period.

4.8.2 Termination by the CFMS Provider

The CFMS Provider shall have the right to terminate this Agreement upon the occurrence of any of the following events of default of the Authority, provided that such event of default has not occurred due to a Force Majeure Event or CFMS Provider default:

- (a) The Authority instructs the CFMS Provider to suspend the provision of the Services in accordance with Clause 4.6 and such instruction is not withdrawn within 30 days from the date on which the non-compliance, pursuant to which the suspension notice was issued, has been rectified by the CFMS Provider;
- (b) Any payment certified by the Authority's Representative is not paid by the Authority to the CFMS Provider within 60 days of the date of certification by the Authority's Representative.

Upon the occurrence of any of the events of default mentioned above, the CFMS Provider may issue a notice of termination to the Authority providing the Authority with a cure period of 60 days, commencing from the date of the notice, within which to cure the default mentioned in the notice. Upon cure of the default, the notice of termination shall be deemed to have been revoked by the CFMS Provider. However, if the Authority fails to cure the default within the cure period provided, the Agreement shall stand terminated at the end of the 60-day period commencing

from the date of the notice.

4.8.3 Consequences of Termination

- (a) Upon termination of this Agreement for either Party's default, the CFMS Provider shall cease the provision of Services immediately, hand over all the assets of the Authority under its control (including any documents, reports, records and data, plant, machinery, equipment, spare parts, consumables and other materials procured for provision of the Services) and remove from the Facility all employees, staff and personnel.
- (b) Upon termination of this Agreement for either Party's default, the CFMS Provider shall provide transitional support in accordance with Clause 4.7.
- (c) The Authority shall be at liberty to get the balance work or Services executed through any third-party contractor and the CFMS Provider shall have no Claim against the Authority in this regard.

4.8.4 Payment upon Termination

- (a) If the Agreement is terminated due to an event of default by the CFMS Provider, the CFMS Provider's Representative shall issue a certificate for the value of the Services performed as on the date of termination, less:
 - (i) any sums due from the CFMS Provider to the Authority; and
 - (ii) any Taxes due to be deducted at source as per Applicable Laws

If the total amount due to the Authority exceeds the amounts due to the CFMS Provider, the difference shall be recoverable from the CFMS Provider. If the total amount due to the Authority is less than the amount due to the CFMS Provider, the Authority shall pay such balance amounts to the CFMS Provider within 30 days from the date of verification by the Authority's Representative of such amounts. Provided that, in each case, upon termination of this Agreement for a CFMS Provider's default, the Authority shall forfeit the PBG and shall have the right to blacklist the CFMS Provider from participating in any future tenders issued by the Authority.

- (b) If the Agreement is terminated due to an event of default of the Authority, the Authority shall pay for:
 - (i) Services performed by the CFMS Provider up until the date of termination; and
 - (ii) cost of any equipment, consumables and material brought to the Facility

and available for use by the Authority (to the extent not already covered under the payment under (i) above; less:

- (iii) any sums due from the CFMS Provider to the Authority; and
- (iv) any Taxes due to be deducted at source as per Applicable Laws

The CFMS Provider shall issue a certificate setting out the amounts due to it. The Authority shall, within 14 days from the date of receipt of such certificate, either approve the certificate or raise any objections. If the Parties are unable to agree upon the amounts due to the CFMS Provider under this Clause, such dispute shall be referred to dispute resolution in accordance with Clause 4.14. Provided that, the Authority shall release any undisputed payments to the CFMS Provider within 30 days from the date of receipt of the invoice from the CFMS Provider.

4.9 Force Majeure

4.9.1 Force Majeure Event shall mean any event or circumstance, or a combination of events and circumstances, occurring in India, that wholly or partly prevents or unavoidably delays a Party (**Affected Party**) in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Good Industry Practices.

4.10 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Affected Party; and (ii) any of the following events, except to the extent that they are consequences of a Force Majeure Event:

- a. delay in the performance of the CFMS Provider;
- b. strikes or labour disturbance at the facilities of the Affected Party;
- c. insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- d. Non-performance caused by, or connected with, the Affected Party's:
- e. negligent or intentional acts, errors or omissions;
- f. failure to comply with an Applicable Law; or
- g. breach of, or default under this Agreement.

4.11 Notice of Force Majeure Event

The Affected Party shall give Notice to the other Party of any Force Majeure Event as soon as practicable, but not later than 7 days after the date on which such Party knew, or should reasonably have known, of the commencement of the Force Majeure Event.

4.12 Effect of Force Majeure

Upon the occurrence of a Force Majeure Event affecting the CFMS Provider, the Parties shall mutually discuss to arrive at an arrangement that ensures an appropriate level of service is continued to be provided by the CFMS Provider during the subsistence of the Force Majeure Event, including the minimum number of staff and personnel that are required to continue working at the Facility for such purposes. The CFMS Provider shall not be held to be in breach of this Agreement if the performance of its obligations is hindered, prevented or delayed due to a Force Majeure Event. The CFMS Provider shall be exempt from paying any Liquidated Damages for a failure to meet the SLAs during the subsistence of the Force Majeure Event.

4.13 Reduction in Scope

If at any time, after the commencement of the Services, the Authority, for any reason whatsoever, does not require the any part of the Scope of Work to be carried out, the Authority's Representative shall give notice in writing of the fact to the CFMS Provider. The Contract Price payable to the CFMS Provider shall be reduced accordingly and the CFMS Provider shall have no Claim to any payment or compensation whatsoever on account of any loss of profit or income, which it might have otherwise derived from the execution of the Services in full.

4.14 Governing Law, Disputes and Jurisdiction

4.14.1 This Agreement shall be governed by the laws of India. The courts of Shillong shall have jurisdiction over the matters relating to this Agreement.

4.14.2 In the case of dispute arising upon or in relation to or in connection with this Agreement, the affected party may refer the dispute to the courts in Shillong.

4.15 Assignment

The Parties agree that they shall not assign their rights, interests, and obligations under this Contract without the prior written consent of the other Party.

4.16 Indemnity

4.16.1 The CFMS Provider shall indemnify and hold harmless the Authority, its directors, employees, Officers, advisers, representatives, personnel and Affiliates (**Authority Indemnified Party**) from and against all Claims and Losses, incurred or suffered by a Authority Indemnified Party, including for Claims made by a third party, which arise in connection with:

- (a) any failure to pay Taxes as per Applicable Law;
- (b) any non-compliance or violation of Applicable Law;
- (c) breach of the CFMS Provider's representations and warranties contained in this Agreement;
- (d) bodily injury, sickness, or death of any person whatsoever;
- (e) loss of or physical damage to any property;
- (f) any criminal, fraudulent or other wrongful act or omission by the CFMS Provider, its employees, staff and personnel deployed at the Facility; or
- (g) any negligence or misconduct by the CFMS Provider, its employees, staff and personnel deployed at the Facility.

4.17 Limitation of Liability:

4.17.1 Without prejudice to any other terms and conditions as agreed between the Parties on the liability of the CFMS Provider, the aggregate liability of the CFMS Provider under this Agreement, shall not exceed the Contract Price.

4.17.2 The CFMS Provider agrees that the cap on the limitation of liability as set out in Clause 4.17.1 above shall not be applicable and its total liability to the Authority shall be unlimited in respect of:

- i. any Claim and/or Loss suffered and/or incurred by the Authority on account of any harm, sickness, death or grievous bodily injury to the personnel of the Authority or any third person, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
- ii. any Claim and/or Loss suffered and/or incurred by the Authority on account of any damage and/or destruction of the property of the Authority and/or any third party, caused by the CFMS Provider, its employees, staff or personnel's actions or omissions;
- iii. any Claim and/or Loss suffered and/or incurred by the Authority due to any fraud, misconduct or negligence of the CFMS Provider;
- iv. any Claim and/or Loss suffered and/or incurred by the Authority due to

- breach of Applicable Laws or terms and conditions of Government Approvals; and
- v. any amounts spent by the CFMS Provider on rectification/remedying any damage caused to the Facility (including any equipment, machinery, installations or other infrastructure at the Facility) by it, its employees, staff or personnel while undertaking the Services under this Agreement.

4.17.3 The CFMS Provider agrees and acknowledges that under no circumstances whatsoever shall the liability of the Authority towards the CFMS Provider exceed the explicit Contract Price agreed under this Agreement.

4.18 Sub-Contracting

The CFMS Provider shall not sub-contract any of its rights and obligations under this Agreement to any third party. Provided that, if the CFMS Provider is required to subcontract any Services in certain exceptional circumstances, it may only do so with the prior written permission of the Authority. The CFMS Provider acknowledges that the grant of any permission by the Authority under this Clause 4.18 shall be at the Authority's sole discretion depending on the circumstances prevalent at the time and shall not in any manner relieve the CFMS Provider of its obligations under this Agreement. The CFMS Provider shall continue to remain liable for all acts and omissions of its subcontractor(s).

4.19 Insurance against Loss/ Theft / Damage

The CFMS Provider shall be responsible for any theft nuisance or damage to any area, equipment, installations, fittings and fixtures, goods, roads, footpaths, conduits, and other works at the Facility, or any adjoining properties, because of any act of negligence, commission or omission of its employees, staff and personnel while discharging their duties under this Agreement. The CFMS Provider shall make good any Losses incurred by the Authority on account of any such theft, nuisance or damage so caused.

4.19.1 The CFMS Provider shall procure and provide, in the joint names of the Authority and the CFMS Provider, insurance cover if applicable and approved by the Authority from the Effective Date to the end of the Term, in the amounts and deductibles stated in undermentioned Schedule for the following events:

1. loss of or damage to the Facility;
2. loss of or damage to the equipment, machinery and materials brought onto the Facility;
3. Personal injury or death of any person on or about the Facility.

- i. The insurance cover if required and approved by the Authority taken will be reimbursed on production of bills.

4.19.2 The CFMS Provider shall provide copies of the relevant insurance policies and certificates to the Authority for its approval at least 7 days prior to the Effective Date. If the CFMS Provider fails to obtain the requisite insurances in accordance with this Clause 4.19 or fails to provide the Authority with copies and certificates of such insurance policies, the Authority may take and maintain in effect any such insurances and may from time to time deduct any premium that the Authority shall have paid to the insurer from any amount due to the CFMS Provider under this Agreement or may otherwise recover such amount as a debt due from the CFMS Provider.

- a. The insurances taken by the CFMS Provider under this Agreement shall in no way affect, nor are they intended as a limitation of, the CFMS Provider's liability with respect to the performance of the Services.
- b. Any and all deductibles and all losses or damages in excess of the insured limits (unless expressly provided otherwise herein) in the insurance policies required by this clause shall be assumed by, and be to the account of the CFMS Provider, unless otherwise expressly stated in this Agreement.
- c. Any amendments to the terms of any insurance policy shall not be made without the approval of the Authority.
- d. With respect to insurance claims, the CFMS Provider shall not give any release or make any compromise with the insurer without the prior written consent of the Authority.

4.19.3 The insurance proceeds from the insurances taken by the CFMS Provider shall be promptly applied by the CFMS Provider towards repair, renovation, restoration or re-instatement, as the case may be, of the item which has been damaged or suffered a loss, if any, or applied towards reimbursement of the money already spent by the CFMS Provider towards repair, renovation, restoration or re-instatement of the item which has been damaged or suffered a loss.

[Section-5]

5. Technical Proposal Submission Forms

5.1. Tech 1: Covering Letter
TECH – 1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,
The Chief Executive Officer
Shillong Smart City Limited,
House No. C/B-037, Top Floor, Centre Nongrim Hills,
Near JJ Cables, Shillong, East Khasi Hills District,
Meghalaya-793003

**Subject: Proposal for providing Comprehensive Facility Management Services at
Polo Commercial Complex, Shillong.**

Dear Ma'am/Sir,

Please find enclosed our Technical Proposal in respect of the above-mentioned assignment and pursuant to the Request for Proposal (**RFP**) dated [●] issued by Shillong Smart City Limited (**SSCL**)

We hereby confirm the following:

1. The Technical Proposal is being submitted by _____
[name of the Bidder], who is the Bidder in accordance with the terms and conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated for qualification of the Bidders in the RFP issued by SSCL. We agree and undertake to abide by all these terms and conditions. We acknowledge and agree to submission of an unconditional Proposal.
3. We acknowledge that SSCL will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidder for implementing the Project, and we certify that all information provided in the Proposal and Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. The information submitted with respect to our Eligibility and Qualification Criteria is complete, and strictly as per the requirements stipulated in the RFP. We would be

solely responsible for any errors or omissions in our Proposal.

5. We shall make available to SSCL any additional information it may require to supplement or authenticate the Proposal.
6. We acknowledge the right of SSCL to reject our Proposal without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We acknowledge the right of SSCL to not award the Project without assigning any reason and we hereby waive, to the extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;
 - (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
 - (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (iv) having been declared by a court or other competent authority as being unable to pay its debts or having had the repayment of its debts suspended; or
 - (v) having been convicted or otherwise being found responsible (or having any of its directors, partners, trustees, Officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (a) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against us or any of our directors, partners, trustees, Officers or managers; or
 - (b) resulted in the permanent or temporary suspension of our rights to provide any service or carry on any type of business or operations.
9. We certify that in the 3 Financial Years immediately preceding the Proposal Due Date, we have not been affected by any of the following circumstances:
 - (i) the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Bidder or the Member or an Associate, as the case may be, on account of failure to perform any contract;
 - (ii) been expelled from any project or contract by the Gol or any state government, or its instrumentalities; or

- (iii) had any contract terminated by the Gol or any state government, or its instrumentalities for breach by such Bidder or the Member or an Associate, as the case may be.
- 10. We certify that we have not been barred by Gol or any state government, or its instrumentalities from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
- 11. We declare that:
 - (a) we have examined and have no reservations to the RFP and do not seek any deviations to the RFP, including any Addendum issued by SSCL;
 - (b) we do not have any Conflict of Interest in accordance with Clauses 3.21 of the RFP;
 - (c) 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, as defined in Clause 3.23 of the RFP, in respect of this Bid Process; and
 - (d) we hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP and submission of the Proposal, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12. We declare that we and our Associates are not submitting separate Proposals for the Project and we declare that we are not submitting more than 1 (one) Proposal for the Project.
- 13. We certify that in regard to matters other than security and integrity of the country, we have not been charge-sheeted by any agency of the state convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
- 14. We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/managers/employees, which could have a material adverse effect on our ability to undertake the Project.
- 15. We agree and undertake to abide by all the terms and conditions of the RFP.
- 16. We have studied the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SSCL or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
- 17. A Power of Attorney from the Bidder authorizing the undersigned as the authorized

representative, and signatory who is authorized to perform all tasks, including provide information, respond to queries, enter into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.

18. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against SSCL if the Project is not awarded to us or our Proposal is not opened.
19. We have submitted all the relevant information as per the formats specified in the RFP, along with the Bid Processing Fee.
20. Our Proposal will be valid for acceptance up to **180 Days** and we confirm that this Proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
21. All the information and statements made in this Technical Proposal are true and correct and we accept that any misinterpretation contained in it may lead to disqualification of our Proposal. If negotiations are held during the period of validity of the Proposal, we undertake that the undersigned shall negotiate on the basis of the Proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
22. We agree to bear all costs incurred by us in connection with the preparation and submission of this Proposal and to bear any further pre-contract costs.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

5.2. Tech 2: Bidder's Organization Details

TECH -2

Bidder's Organization (General Detail)

Sl.	Description	Details
1	Name of the Bidder (s) / Consortium	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Organization Details: • Registration No: • Registered address : • Year of Incorporation : • Year of commencement of business : • Principal place of business : • GSTIN : • PAN :	
5	Local Office in Meghalaya If Yes, Please furnish contact details	Yes / No
6	Willing to carry out assignments as per the scope of work of the RFP	Yes / No
7	Willing to accept all the terms and conditions as specified in the RFP	Yes / No
8	Brief description of the Bidder [<i>Note. Such description shall not exceed 3 (three) type-written pages.</i>]	

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal:

(On the Letterhead of the Statutory Auditor/ Chartered Accountant)

5.3. Tech-3: Financial Capacity of the Bidder
TECH - 3

Certificate of Statutory Auditor/ Chartered Accountant with regard to eligibility of the Bidder

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the Gross Annual turnover of M/s _____ (Name of the Applicant) in the last 3 completed financial years is Rs. -----.

Year-wise details of Gross Annual Turnover from the business of alone are as under:

Net Worth (Rs Crores)

Name of Bidder / Member of JV / Consortium	Net worth as of 31 st March 2024

Turnover (Rs. Crore)

Name of Bidder / Member of JV / Consortium	FY 21 - 22	FY 22 - 23	FY 23 - 24

- (i) Net Worth and Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor/ chartered accountant of the applicants.
- (ii) Net Worth and Gross Annual Turnover from business of for each member of JV or CONSORTIUM shall be indicated separately without consideration of ratio of participation in the current tender.

Name & address of Applicant's Bankers:
Signature and Seal of the Statutory Auditor clearly
indicating his/her membership number

Note:

- i. Audited financial statements of last three years are required to be submitted in the technical proposal.

5.4. Tech 4: Power of Attorney
TECH - 4

FORMAT FOR POWER OF ATTORNEY
(On Stamp Paper)

Know all men by these presents, We [name of the company/firm/trust/organization/agency and address of the registered Office] do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),and presently residing at, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the Attorney) 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 providing Comprehensive Facility Management Services to Polo Commercial Complex, including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to SSCL, representing us in all matters before SSCL, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with SSCL in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with SSCL.

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

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

For

.....
(Signature, name, designation and address) Witnesses:

- 1.
- 2.

(Signature)

(Notarized) Accepted.....

(Name, Title and Address of the Attorney)

5.5. Tech 5: Bidder's Past Experience
TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

S. No.	Name of Project	Name of Authority with address and contact numbers	Current project status	Date of Award of Contract	Date of completion of assignment	Period of Service	Built Up area in sq. ft	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list limited to 10 assignments of similar undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Authority's need to be furnished along with the above information.

5.6. Tech 6: Undertaking for Non-Blacklisting
TECH - 6

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

5.7. Tech 7: Undertaking on Conflict of Interest
TECH 7

ON THE BIDDER'S LETTER HEAD

We, hereby declare that.....*[insert name of Bidder]* does not have any
Conflict of Interest as defined in Clause 3.21 of the RFP.

We also acknowledge that in case of any misrepresentation in this regard, our
Proposal, or the Service Agreement (if executed), shall be rejected or terminated, as the
case may be, by the Authority which shall be binding on us.

Authorized Signatory *[In full initials with Date and Seal]*: _____

Communication Address of the Bidder: _____

5.8. Tech 8: Description of Approach & Methodology
TECH – 8

DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation).

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

5.9. Tech 9: Proposed Work Plan
Tech 9

Proposed Work Plan

Week →						
Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

**5.10. Tech-10: Bid Security
Tech-10**

EARENST MONEY DEPOSIT/ BID SECURITY BANK GUARANTEE
(Unconditional irrevocable Bank guarantee of any
nationalized/ scheduled banks on INR 100/- Stamp Paper)

To,
Chief Executive Officer,
Shillong Smart City Limited
Shillong, Meghalaya

Whereas [Name and Address of Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (Hereinafter called "the Bidderr") has submitted the bid for Submission of RFP..... [RFP Number] dated..... [Date] for..... [Name of the assignment] (hereinafter called "the Bid") to..... [Name of Employer/ Authority].

Know all Men by these presents that we [Name of Bank] having our office at [Registered Address] (hereinafter called "the Bank") are bound unto the [Name of Employer/ Authority] (hereinafter called "the Employer") in the sum of Indian Rupees [Amount in figures] (Rupees..... [Amount in words] only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... [Date]. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Employer during the period of validity of bid
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
OR
 - b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date¹..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in

¹ Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender

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respect of this Guarantee should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Indian Rupees
[Amount in figures] (Rupees..... [Amount in words] only)
- II. This Bank Guarantee shall be valid up to [insert date]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before [insert date] failing which our liability under the guarantee will automatically cease.

Date:

(Authorized Signatory of the Bank)

Seal:

WITNESS

(SIGNATURE, NAME AND ADDRESS)

**5.11. Tech-11: Undertaking For Pending Judicial Proceeding
Tech-11**

UNDERTAKING FOR PENDING JUDICIAL PROCEEDINGS

(On Bidder's Letter Head)

We hereby confirm and declare that we, M/s ----- , do not have any pending judicial proceedings for any criminal offence as on the Proposal due date.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

5.12. Tech-12: Undertaking For Ethical Conduct & Fraud Form
Tech-12

UNDERTAKING FOR ETHICAL CONDUCT & FRAUD

(On Bidder's Letter Head)

We hereby confirm and declare that we, M/s -----,
in the three (3) Financial Years immediately preceding the Proposal due date, have not:

- (i). failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against us;
- (ii). been expelled from any project or contract by the Gol or any state government, or its instrumentalities.
- (iii). had any contract terminated by the Gol or any state government, or its instrumentalities for breach by us.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder

[Section-6]

6. Financial Proposal Submission Forms

6.1 Tech-13: Financial Proposal

Summary of quoted price for delivering CFMS services for 1st Year

S.No	Description	Total Cost (Excluding GST)
1	2	3
A	Financial Proposals for Manpower	
B	Financial Proposal for Consumables	
C	Financial Proposal for Plants and Equipments	
D	Fees for delivering Professional Services as defined in scope of work and payment terms of the RFP (A+B+C)	

Note: -

1. Total cost towards manpower, equipment and consumables of financial bid will be considered for evaluation purpose.
2. The above quote does not include GST but includes all other statutory payments including taxes, if any. Applicable GST will be paid over and above the invoiced amount for the different items.
3. Bidder will quote prices of all the items mentioned above inclusive of all taxes, insurance and transportation up to destination
4. Conditional bids shall be summarily rejected.
5. Resource wise man month rates, consumables and equipment rates are to be submitted along with the Financial Proposal.

Note:

Bidder:

Signature -----

Name -----

Designation -----

Note:-

1. The total cost towards manpower, equipment and consumables would be considered for commercial evaluation of the bids.
2. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the Proposals are opened. All corrections, if any, should be initialed by the person signing the Proposal form before submission, failing which the figures for such items may not be considered
3. In case of discrepancy between Amounts mentioned in figures and in words, the amount in words shall govern.
4. Quantities and unit prices (or rates) product of and the relevant total (or subtotals), the

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prices and quantities product of shall prevail, and the totals (or subtotals) shall be corrected accordingly.

5. Subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly
6. The total price quoted by the Bidder shall be taken into consideration as final for evaluation purpose.

S.No	A. Particulars- Manpower	Requirement Estimated By Authority (per day)	Final Requirement Proposed by the Bidder	Monthly Rate	Cost Per Annum
A		B	C	D	C x D
	Property Management Team				
1	Facility Manager	1			
2	Accountant cum Rent Collector	1			
3	Accountant	1			
4	Licensed Fire Supervisor	1			
5	Computer Operator	1			
	Civil Maintenance Team				
1	Plumber	1			
2	Helper	1			
	Electrical-Mechanical Team				
1	Electrical Technician	1			
2	Helper (Electrical)	1			
3	STP cum Pump Operator	1			
4	Lift Operator	5			
	Security Team				
1	Security Supervisor	3			
2	Entry Guard	6			
3	Exit Guard	3			
4	Backside Guard	3			
	Housekeeping & Gardening Team				
1	Housekeeping Supervisor	1			
2	Ground Floor HK	2			
3	1st Floor HK	2			
4	2nd Floor HK	2			
5	3rd Floor HK	2			
6	4th Floor HK	2			
7	5th Floor HK	2			
8	6th Floor HK	2			
9	Gardener	1			
Total (A)		46			

Note: -

- (i). The bidder will quote prices of all the items mentioned above inclusive of all Charges, taxes, insurance and transportation, etc. but excluding GST. The GST as applicable shall be imposed.
- (ii). Any conditional bids shall be summarily rejected.
- (iii). Break-up of the Financial Proposal to be submitted by the bidder in the format provided in BOQ. Bidder should not quote below the minimum wages notified in Notification No. LE&SD.9/2023/Pt/14 Meghalaya, dated 21st July 2025 of the Office of the Dept. of Labor, Employment and Skill Development, Govt. of Meghalaya for Minimum Wages OR any subsequent amendment.
- (iv). The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave encashment, health care, uniform statutory bonus, performance bonus if any, reliever's cost & any other statutory provisions which is required to be paid and compensation to its employees and workmen, including bidders' management expenses, tools and safety gears, overhead, profit etc. and compensation to its employees and workmen. However, bidder should note that if any statutory compliance related to payment of manpower is required to be complied with; but not mentioned here due to omission and error; it should be included as a part of the statutory compliance requirement, and bidders are required to adhere the compliance for the same.
- (v). Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the Proposals are opened. All corrections, if any, should be initialed by the person signing the Proposal form before submission, failing which the figures for such items may not be considered.
- (vi). In case of discrepancy between Amounts mentioned in figures and in words, the amount in words shall govern.
- (vii). Quantities and unit prices (or rates) product of and the relevant total (or subtotals), the prices and quantities product of shall prevail, and the totals (or subtotals) shall be corrected accordingly.
- (viii). Subtotals and totals (or higher aggregates), the subtotals shall prevail, and the totals (or higher aggregates) shall be corrected accordingly.
- (ix). The total price quoted by the Bidder shall be taken into consideration as the final price for evaluation purposes.
- (x). Bidder should note that due to change in minimum wages, if at any point the minimum wage amount of a particular Skill Level grade exceeds the rate quoted by the bidder for manpower with that Skill Level, for a specific position, during the period of contract, only then the 'Shillong Smart City Limited' will match the minimum wage by paying the differential amount.

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B- Consumables		Requirement Proposed by the Bidder (Quantity)	Monthly Rate	Cost Per Annum
A		B	C	B x C
1	Phenyl (to be used for housekeeping/cleaning)			
2	Room Spray (Premium)			
3	Auto Spray- Air Refresher			
4	Naphthalene Balls			
5	Sodium Hypochlorite			
6	Brasso			
7	Bathroom Cleaner(R1)			
8	Glass Cleaner(R3)(B3)			
9	Furniture Cleaner(R4)			
10	R6 (Toilet bowl Cleaner)			
11	D-7 (Stainless Steel Polish)			
12	Bleaching Powder			
13	Garbage Bag			
14	Urinal Cubes			
15	Hand Wash Liquid			
16	Toilet Roll Paper			
17	Tissue Box – premier for cabin			
18	Hand Towel-Tissue Paper-C- Fold			
19	All purpose Cleaner (R2)			
20	Dust pan			
21	Hard broom			
22	Bucket			
23	Mug			
24	Jobby Dustbin			
25	Glass Duster			
26	Check Duster			
27	Caddy Busket			
28	Urinal Screen			
29	Carpet Brush			
30	Citronela Oil			
31	Caustic Soda			
32	Disposal Gloves			
33	Dry Mop Set 18 Inch			
34	Wet Mop Set			
35	Floor Wiper			
36	Feather Duster			

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B- Consumables		Requirement Proposed by the Bidder (Quantity)	Monthly Rate	Cost Per Annum
A		B	C	B x C
37	Spray Gun Set			
38	Patti Blade			
39	Thinner			
40	Comby Set			
41	Red Pad			
42	White Pad			
43	Yellow Gloves Heavy Duty			
44	Garbage Bag 28*35			
45	Garbage bag 36*42			
46	Garbage bag 44*50			
47	Microfiber Duster			
48	Wiper Small			
49	Scrubber Scotch brite			
50	Wet Mop refill			
51	Scrubber With Long handle			
Total (B)				

C- Plant & Equipment's		Requirement Proposed by the Bidder (Quantity)	Monthly Rate	Cost Per Annum
A		B	C	B X C
1	Commercial vacuum cleaner			
2	High pressure jet cleaning machine			
3	Fuzzy machine to clean chairs and sofas			
4	Single Disc Floor Scrubbers / polishing machine			
5	Wringer Mop Trolley			
6	Telescoping ladder			
7	Equipment for cleaning facades of high-rise buildings (Glass Cleaning Kit)			
8	Auto Walk Behind Scrubber- battery operated			
9	Auto Walk Behind Scrubber- Electric operated			
10	Rideon Scrubber			
11	Ladder - (2 Ft.)			

C- Plant & Equipment's		Requirement Proposed by the Bidder (Quantity)	Monthly Rate	Cost Per Annum
A		B	C	B X C
12	Ladder - (6 Ft.)			
13	Ladder - (8 Ft.)			
14	Ladder - (12 Ft.)			
15	Washroom Steam Cleaning machine			
Total (C)				

The payments for the utility of the Generator:

S.NO	Item	Per Unit Charge proposed by the Bidder
1	DG	

Note: The per unit charge for the DG proposed by the bidder is over and above the professional fees quoted by the bidder in Tech 13 – Financial Proposal. The final selection of the bidder shall be decided based on the professional fees quoted in the Tech 13 – Financial Proposal.

[Section-7]

7. Consortium Support Documents

7.1 Tech-14: Format for Power of Attorney for Lead Member of the Consortium

(To be executed on a Stamp Paper of INR 100; To be Notarized)

POWER OF ATTORNEY TO WHOMSOEVER IT MAY CONCERN

Whereas Shillong Smart City Limited, (the **“Authority”**) has invited Bids from interested parties for **“Selection of Agency for Comprehensive Facility Management Service for Polo Commercial Complex, Shillong”** (the **“Project”**).

Whereas,..... and(collectively the **“Consortium”**) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at ,[the name and address of the registered office], M/s having our registered office at , [the name and address of the registered office] having our registered office at , [the name and address of the registered office], having our registered office at , [the name and address of the registered office], (hereinafter collectively referred to as the **“Principal”**) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s.... having its registered office at...., being one of the Members of the Consortium, as the **Lead Member** and true and lawful attorney of the Consortium (hereinafter referred to as the **“Attorney”**). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with Shillong Smart City Limited and/ or the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things

lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

By..... [the Authorising Company]
Signature..... [Signature of Authorised signing officer]
Name[Name of Authorised signing officer]
Title..... [Title of Authorised signing officer]

(Executants)

Witness 1
Signature
Name.....
Address.....

Witness 2
Signature
Name.....
Address.....

Note:

- I. *To be executed by all the Members of the Consortium.*
- II. *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.*
- III. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- IV. *For a Power of Attorney executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.*
- V. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

7.2 Tech 15: Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at ----- on this ____ day
of _____, 2025.

BETWEEN

M/s. _____, a Company incorporated under the _____ Act, _____
[year] and having its Registered Office at _____ acting through its duly authorized by a
resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Lead Member' which
expression unless excluded by or repugnant to the subject or context be deemed to mean and include
its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE
PART;

AND

M/s _____, a Company incorporated under the _____ Act, _____ [year]
and having its Registered Office at _____ and _____, acting through its duly
authorized Representative by a resolution of the Board of Directors dated _____, (hereinafter
referred to as the ('Participant Member') which expression unless excluded by or repugnant to the
subject or context be deemed to mean and include its successors in interest, legal representatives,
administrators, nominees and assigns) of the

OTHER/SECOND PART

Whereas Shillong Smart City Limited (hereinafter referred to as 'SSCL') has invited Bids for the
"Comprehensive Facility Management Service for Polo Commercial Complex, Shillong" in terms of
the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders
bidding for the same should meet the conditions stipulated by SSCL for participating in the Bid by the
Consortium for which the Bid has been floated by SSCL. AND WHEREAS in terms of the Bid
documents all the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in
the Bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for
participating in the aforesaid Bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having
decided to pool their technical know-how, working experiences and financial resources, have
formed themselves into a Consortium to participate in the Bid process for "Selection of Agency
for Comprehensive Facility Management Service for Polo Commercial Complex, Shillong" in
terms of the Bid invited by Shillong Smart City Limited, (SSCL).
2. That all the members of the Consortium have represented and assured each other that they
shall abide by and be bound by the terms and conditions stipulated by SSCL for awarding the

Bid to the Consortium so that the Consortium may take up the aforesaid Comprehensive Facility Management Service for Polo Commercial Complex, Shillong Commercial Premise. In case the Consortium turns out to be the successful Bidder in the Bid being invited by SSCL for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for "Selection of Agency for Comprehensive Facility Management Service for Polo Commercial Complex, Shillong".
4. That the Consortium have agreed to nominate M/s. _____ and as the representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Shillong Smart City Limited and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - I. The Lead Member M/S _____ shall have _____% percent of shareholding with reference to the Consortium for this specified license agreement.
 - II. The Participant Member M/S _____ shall have _____ (%) of shareholding with reference to the Consortium for this specified License Agreement.
6. That in case to meet the requirements of Bid documents or any other stipulations of SSCL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of SSCL.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN. Enclosure: Board resolution of each of the Consortium Members authorizing:

- I. Execution of the Consortium Agreement, and
- II. Appointing the authorized signatory for such purpose.

[Section-8]

8 Draft Contract

AGREEMENT

This Agreement is made at..... on this day of..... 2025.

BETWEEN

Shillong Smart City Limited (SSCL) represented through the Chief Executive Officer, (hereinafter called “the Employer”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s _____ [name and address of the Bidder /JV or Consortium or Association] through _____ [name of the PoA holder] (hereinafter called “the Contractor”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Whereas the Employer is desirous that the Bidder execute the Work of _____ [name of the work] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Bidder for the provision of services therein at a cost of Rs. _____ (Rupees _____) and applicable GST.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the RFP document hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the services in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Bidder in consideration of the service provided the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Financial Bid,
 - iv) Terms of Reference and Service
 - v) Addenda and Corrigenda; and
 - vi) Bid document submitted by the bidder
 - a) Response to pre-bid queries; and
 - b) Performance Security furnished by the Contractor.

In WITNESS WHEREOF, the parties through their duly Authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Shillong.

For and on behalf of:

Chief Executive Officer
Shillong Smart City Limited
Shillong, Meghalaya

For and on behalf of:

M/s

[name and address of the Bidder]

WITNESS

1.

2.

WITNESS:

1.

2.

[Section-9]

9 Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE
(Unconditional irrevocable Bank guarantee of any
nationalized/ scheduled banks on INR 100/- Stamp Paper)

To,
Chief Executive Officer,
Shillong Smart City Limited, Shillong, Meghalaya

WHEREAS _____ [Name and
Address of Bidder, which in the case of a joint venture shall be the name of the joint venture
(whether legally constituted or prospective) or the names of all members thereof] (Hereinafter called “the
Bidder”) has undertaken, in pursuance of Contract No. _____ dated _____ to
execute _____ [Name of Contract and brief description of Works] herein after called “The
Contract”.

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with
a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his
obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the
Bidder, up to a total of _____ [amount of guarantee] _____

_____ [in words], such sum being payable in the types and proportions of currencies in
which the Contract price is payable, and we undertake to pay you, upon your first written demand and
without cavil or argument, any sum or sums within the limits of _____ [amount of
guarantee] as aforesaid without your needing to prove or to show grounds or reasons for a demand for the
sum specified therein.

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

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

This Guarantee shall be valid until a date 45 days after the expiry of the contract period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[Section-10]

10 Annexures

10.1 Annexure 1: Bid Submission Checklist

Bid Submission Checklist			
Sl#	Section	Submitted (Y/N)	Page No.
Technical Proposal (Original Uploaded)			
1	Filled in Bid Submission Check List (Annexure 1)		
2	Bid Processing Fee of Rs. 29,500/- including GST in form to DD		
3	EMD of Rs. 10.00 Lakh/- in form to DD/Bank Guarantee		
4	TECH-1: Covering Letter		
5	TECH-2: Bidders Organization details		
6	TECH-3: Financial Capacity of the Bidder		
7	TECH-4: Power of Attorney		
8	TECH-5: Bidder's Past Experience		
9	TECH-6: Undertaking for Non-Blacklisting		
10	TECH-7: Undertaking on Conflict of Interest		
11	TECH-8: Description of Approach and Methodology		
12	TECH-9: Proposed workplan		
13	TECH-10: Bid Security		
14	TECH-11: Undertaking for Pending Judicial Proceeding		
15	TECH-12: Undertaking for Ethical Conduct and Fraud Form		
16	TECH-13: Financial Proposal		
17	TECH-14: Format for Power of Attorney for Lead Member of the Consortium		
18	Tech 15: Consortium Agreement/Memorandum of Understanding		

Undertaking:

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

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

10.2 Annexure 2: Area Statement

Bidders are advised to conduct a Site Visit before submission and preparation of their Bid.

General Information

		Details of Polo Commercial Complex					
No.	Description	Super Built-Up Area (Sq. ft)	Carpet Area (Sq. ft)	Male Toilet (Nos.)	Female Toilet (Nos.)	Physically Challenged Toilet for 1 Person (Nos.)	Utility
1	Total Site Area	54853.73	-----	12	12	5	-----
2	First Floor	25718.38	13712.01	2 (5 Pax each)	2 (7 Pax each)	1	Commercial
3	Second Floor	27362.52	14384.20	2 (5 Pax each)	2 (7 Pax each)	1	Commercial
4	Third Floor	27334.87	14678.47	2 (5 Pax each)	2 (7 Pax each)	1	Commercial
5	Fourth Floor	23932.42	10811.73	2 (5 Pax each)	2 (7 Pax each)	1	Commercial
6	Fifth-Floor	23835.96	13212.04	2 (5 Pax each)	2 (7 Pax each)	1	Commercial
7	Sixth Floor	14541.34	7811.05	2 (4 Pax each)	2 (6 Pax each)	0	Office
	Total	142725.49	74609.50				

10.3 Annexure 3: Details of available assets at the facility

The list of items provided below is indicative; further, detailed information shall be shared with the selected agency.

Components Installed at Polo Commercial Complex				
Sl. No.	Item Name	Make	QUANTITY	Remark
ELECTRICAL ITEMS				
1	Visitors Lift (6 & 8 Stops)	Schindler	5	
2	Escalator	Schindler	12	
3	CSS – 750 KVA, 11KV/430VA, Capicator Bank: 400KVAR	Voltamp Transformers Limited	1	
4	CSS – 500 KVA, 11KV/430VA, Capicator Bank: 250KVAR	Voltamp Transformers Limited	1	
5	Recess Light - 12W and 15W	Syska	570	
6	Surface Light-9W and 15W	PANASONIC	1050	
7	Street Light -40W and 60W	Syska	20	
8	Flood Light-120W .	Syska	15	
9	Tube Light - 24w	Syska	180	
10	LED AVIATION LIGHT	Crompton Greaves Consumer Electricals Ltd.	1	
11	Up-Down luminaria Light	Philips	40	
12	Ondo T LED 2000-840 ET03	TRILUX	1	
13	2x20 W Ceiling Suspended/ Mounted T5 LED Lamp	Crompton Greaves Consumer Electricals Ltd.	5	
14	25 Watt Column Light	Crompton Greaves Consumer Electricals Ltd.	38	
15	LED Mirror Light	Crompton Greaves Consumer Electricals Ltd.	50	
16	Step light	Philips	30	
17	40 KVA UPS with Battery Bank	Schneider Electric	1	
18	DG Set.(40 KVA)	Cummins India Limited	1	
19	DG Set.(250 KVA)	Cummins India Limited	1	
20	Stack Parking	L.T Elevator	43	

Components Installed at Polo Commercial Complex				
Sl. No.	Item Name	Make	QUANTITY	Remark
21	EV Charging (Fast Charging)	Amplify Mobility Private Limited /AMMO/EVRE	5	
22	EV Charging (Slow Charging)	Amplify Mobility Private Limited /AMMO/EVRE	10	
23	BMS System	ABB/ DELL Technologies/ Omicron	1	
24	Bhoom Barrier	GODREJ	2	
25	CCTV (Indoor dome Camera)	Honeywell	110	
26	CCTV (PTZ Camera)	Honeywell	10	
27	PA System (ceiling mount Speakers)	Honeywell	150	
28	PA System (Wall Mounted Speaker)	Honeywell	10	
29	WTP	L&T / SCHNEIDER / SIEMENS / ABB (TMAX) / Wilo/ BS Enviro/ Cirrus	1	
30	STP	Wilo/ BS Enviro/ Cirrus	1	
FIRE FIGHTING ITEMS				
1	FIRE FIGHTING PANEL	UNITED ENGINEER5	1	
2	Fire Alarm	Apollo	1	
3	Fire Fighting Pump			
3.1	Diesel Pump	Kirloskar	1	
3.2	Electric Pump	Kirloskar	2	
3.3	Jockey Pump,	Kirloskar	2	
3.4	Terrace Pump	Kirloskar	2	

10.4 Annexure 4: Service Level Agreement (SLA)

Complaint Management			
Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement by CFMS	Immediately	2 hrs.
For Major Defects			
Item available locally	Rectification / Replacement by	Immediately	1 week

Item available domestically	external agencies (Main Contractor / Interior Contractor / Vendors / Manufacturer / Supplier	24hrs	2 weeks
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Service Level Agreement (Operations)

Daily services: (1st service should be completed before 8:30 Am every day)

#	Service Level Requirement	Min Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	2 Times/Day	1 Day	500/ Day
2	During any special events/ exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized.	4 Times/Day	1 Day	500/ Day
3	Cleaning of Toilets as per defined scope of work	4 Times/Day	1 Day	500/ Day
4	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage	2 Times / Day	Compulsory	500 /Day
5	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the local Authority.	Once / Day	Compulsory	500 /Day

#	Service Level Requirement	Min Requirement	Non-Compliance Limit	Penalty Rate (INR)
6	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc.	2 Times/Day	1 Day	500/ Day
7	Cleaning of windows from inside & outside in Office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	500 / Day
8	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000/Day
9	Cleaning and upkeep of service, basement and maintenance areas.	Once / Day	1 day	1000/Day

Regular Maintenance Services

#	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at mall entrance at all heights.	Once a month	Month + 3 Days	5,000/week
2	Shampoo Cleaning of all carpets,	As per Manufacturer	Compulsory	500/incident

#	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
	sitting arrangement in common areas etc.	recommended methods and intervals		
3	Cleaning and disinfection of all water tanks.	Once a month	Month + 3 Days	2,000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
SW DRAIN AND SEWAGE SYSTEM				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
PEST CONTROL				
1	Disinfestations treatment	1 Time /Fortnightly	+1 Day	1,000/ Day
2	Rodent Control	1 Time / Monthly	+1 Day	2,000 /on repeated non-Compliance
3	Fly Control	1 Time / Monthly	+1 Day	2,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	+1 Day	1,000 /on repeated non-compliance
D- OTHERS (SANITARY & PLUMBING FIXTURES)				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority. Repeated incidents on lack of maintenance may lead to strict action as decided by the Authority.			
PUMP ROOM				
1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / theft fixture or 5000/Day whichever is higher.
DRINKING WATER FOUNTAIN				
1	To be assessed on as-is condition, reported and maintained to the satisfaction of the Authority.			
HORTICULTURE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	1000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	1000 / Day
3	Manual watering	Whenever Required	Compulsory	1000 / Day

#	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
4	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	1000 / Day
#	Service Level Requirement	Schedule / Timing	Non-Compliance	Penalty Rate (INR)
IRRIGATION / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	5000/Day
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	2000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	5000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	2000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	2000/Day
PATHWAY				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	2000/Day
2	Removal of water by manually stacked rainwater.	Every day before park opening time	1 Day	1000/Day
3	Uplifting levels of interlocking paver blocks by providing and below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	3000/Week
4	Cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired	On Alternate Days	2 Days	3000/Week
5	Removal and making of damaged kerb stone including plaster to provide wheep holes for water drainage to lawn areas.	On Alternate Days	2 Days	4000/Week

#	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
6	Painting work of kerb stone of approved shades.	1 Times/6 Months	1 Month	1000/Week
BOUNDARY WALL				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	2000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

10.5 Annexure 5: Deduction for Non-Performance

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Power – Substation / DG set	100 (Ability to be online in case of power failure to be not less than 20 second.)	98%	1% of the monthly bill
UPS	100%	99.95%	0.5% of the monthly bill
HVAC systems for entire complex	100%	99.5%	2% of the monthly bill
Elevators	100%	98%	0.5% of the monthly bill
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the monthly bill

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the monthly bill
Fire Hydrant system & Sprinkler system	100%	100%	2% of the monthly bill
Control Room / BMS	100%	98%	2% of the monthly bill
CCTV	100%	98%	1% of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	95%	3% of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	95%	3% of the monthly bill
Minor Defects as per the prescribed standard	100%	98%	1% of the monthly bill
Major defects as per the prescribed standard	100%	95%	2% of the monthly bill
Housekeeping works as per Agreement	100%	95%	1% of the monthly bill