

IL&FS Township & Urban Assets Limited (CLIENT)

Request for Proposal

Facility Management Services for GIFT One and GIFT Two Building and administration office areas at GIFT towers.



Issued by-
IL&FS Township & Urban Assets Limited,
28th Floor, GIFT One Building,
GIFT City, Gandhinagar
July, 2020

Table of Contents

| | | |
|-----------|--|-----------|
| 1. | Introduction and Scope | 4 |
| 1.1 | Background | 4 |
| 1.2 | Purpose of this RFP document (“RFP”) | 4 |
| 1.3 | Scope of Work/Services | 5 |
| 2. | Eligible bidders | 7 |
| 3. | The Technical bid contents | 8 |
| 4. | RFP Submission guidelines | 10 |
| 4.1 | Response to RFP | 10 |
| 4.2 | Commercial Proposal | 10 |
| 4.3 | General Conditions and RFP submission Guidelines | 11 |
| 4.4 | Selection of Bidder | 17 |
| 4.5 | Extension of validity of proposal: | 17 |
| 4.6 | Miscellaneous | 18 |
| 4.7 | Confidentiality | 18 |
| 5. | Draft of the Agreement | 19 |
| | ANNEXURE-1 | 20 |
| | ANNEXURE-2 | 22 |
| | ANNEXURE-3 | 26 |
| | ANNEXURE-4 | 27 |

1. Introduction and Scope

1.1 Background

- 1.1.1 IL&FS town and urban assets Limited (CLIENT) through its subsidiary companies namely Sabarmati Capital one limited and Sabarmati Capital two limited has developed two buildings viz GIFT One and GIFT Two at GIFT city, Gandhinagar.
- 1.1.2 The overall construction area of GIFT One and GIFT Two is approximately 1.6 mn sq ft in both the buildings. The office area for which facility services are to be undertaken is around 10,000 sq ft of carpet area on 28th Floor of GIFT One Building.
- 1.1.3 These are G+28 floor buildings with basement parking covering a ground area of about 5000 sq m per building.
- 1.1.4 The building needs various MEP other services as listed under the scope section to facilitate occupants of the building and keep it operations, maintained and comply with safety and standards prescribed for such operations.

1.2 Purpose of this RFP document (“RFP”)

- 1.2.1 This document is provided solely for the purpose of enabling prospective bidders to submit their proposal to CLIENT. It does not purport to be an all-inclusive or to contain all the information that prospective Bidder may require. All prospective Bidders should conduct their own independent assessments of the Project and of the completeness, relevance, accuracy and/or adequacy of the information contained in this RFP.

- 1.2.2 The proposal in response to this RFP will be regarded as binding on the Bidders during the period of the bid validity.

Prospective Bidders should make such investigations or seek such clarifications as they deem necessary in order to assess the scope of work, compliance requirements, deployment plan, location, risk etc and accordingly to submit their Bids.

The bid is invited by ITUAL for the administrative convenience and the agreement for execution shall be signed by the respective holding company for each tower viz Sabarmati capital one limited and Sabarmati capital 2 limited. For the purposes of this document, CLIENT- means- collectively or severally ITUAL or the Sabarmati Capital one limited or the Sabarmati capital two limited

Agency, service provider, contractor etc all mean the same across the document.

1.3 Scope of Work/Services

1.3.1 Bidder should make its own assessment on the related and ancillary and regulatory aspects required to address to ensure that the services rendered are complete. The scope of work for is placed at Annexure 1 to this RFP. Following should be considered while preparing the bid response . :

1.3.2 The following documents are attached for perusal of the bidder :

- Special conditions of contract annexure (Annexure 1)
- Indicative list of compliances (Annexure 2)
- List of Documents to be attached for pre- qualification (Annexure 3)
- Format for Price Bid (Annexure 4)
- Scope of Work (Annexure 5)
- List of equipment's in GIFT One & GIFT Two Buildings (Annexure 6)
- Floor Plan(s) of GIFT One and GIFT Two Buildings (Annexure 7)
- Draft FM Services Agreement (Annexure 8)

1.3.3 Bidders needs to strictly follow the following timelines for their Bid Submission:

| Description | Date |
|--|---|
| 1. Date of Issue | 24 th July 2020 |
| 2. Submission of Queries through email only | 30 th July 2020 |
| 3. Pre-Bid Meeting through video conference with agencies sending email showing interest in this RFP | 31 st July 2020 |
| 4. RFP Submission Date only ONLINE on nprocure | 10 th August 2020 |
| 5. Presentation on bidders proposal | Will be informed by email |
| 6. Last date and time of submission of EMD (Original in Physical Copy) and the physical copy of technical bid. (by hand or Courier at address for communication | 11 th August 2020 by 12 noon |
| 7. Bid validity | 90 days from last date of submission |

8. Address for communication email details

The Chief Operating Officer,
28 th Floor, GIFT tower 2,
GIFT city ,Gandhinagar.

Landline: 07966741172

itua1.admin@ilfsindia.com

- 1.3.4 CLIENT shall invite Bidders to make a presentation on their proposals to understand the Bidders implementation plan, proposed Standard operating procedures, manning plan, proposed implementation of IT solutions / facility management software etc. Bidders will be advised by CLIENT about the date, time and location of presentations.

2. Eligible bidders

Agencies meeting the following criteria are eligible to bid. Bidders not meeting these shall not be considered for further processing.

1. Experience of having worked as facility management company for scope similar to the scope under this RFP, for a single location of built up area of 5 lac sq ft at single locations for 3 different clients. (copies of work order to be attached)
2. Should have positive networth as of 31 st March 2020
3. Financial turnover of Rs 20 crs in the last 3 years ending March 2020
4. Not blacklisted or barred by any private agency/corporate or govt. agency
5. Having atleast 100 people on rolls of the company as of 31 st March 2020.
6. Possess valid licenses and registrations as may be required for offering services as per scope of work.

3. The Technical bid contents

- 3.1.1 **The legible scanned copy of the entire technical proposal with the following contents, numbered, sealed and signed by authorised signatory on each page should be submitted online on the portal Proposal Contents:**
- 3.1.2 Hard copy of the same will be required to be submitted physically in an envelope super marked as confidential and Technical Proposal for Gift tower 1 and 2 building.
- 3.1.3 Each Bidder must include the following in the technical proposal
- (a) Letter signed by authorised signatory certifying that they meet each item of the eligibility, bid validity and unequivocal acceptance to the RFP scope, terms and conditions and requirements .
 - (b) List and details of litigations, if any, filed by or against the company/bidder.
 - (c) Executive Summary that summarizes important features of the proposal,
 - (d) Scanned copy of the EMD along with details
 - (e) Financial details and credit worthiness details as specified –Annexure
 - (f) Experience profile meeting the eligibility criteria Annexure
 - (g) Brief description of their approach to the scope of work, Annexure
 - (h) Deployment and manning schedule for both buildings. Bidder may decide a mix of experience level for each role and position to ensure adherence to requirements.
 - (i) Description of the standard operating procedures,
 - (j) Use of IT / facility management software during implementation.
 - (k) Unpriced format provided at annexure 4: provide all details of no. of people and category of people proposed for each role, duty hours, shift structure etc,
 - (l) The bidder should also detail support /inputs of central team, subject matter experts in day to day security improvements. In addition, Bidders should provide their profile along with Experience in handling similar assignments.
 - (m) Any other aspect that the bidder might want to highlight
- 3.1.4 **Approach to Services and Work Plan:** Based on the scope of work, the bidder’s proposal should include a detailed manning schedule (along with rationale of deployment of manpower against each activity / department). The increase in man power vis-à-vis increase in occupancy should also be detailed. The proposal should also contain list of equipment’s that the bidder envisage to deploy in undertaking day-to day operations.. **Innovation in Operations:** It is expected that technical team of the Bidder would visit the site and understand the building specifications and current operating mechanisms. The Bidder is expected to present a plan to optimise operations in terms of better deployment, implementing mechanisms to optimise utility usage and costs. The proposal should be sufficient in detail to allow an objective analysis of the Bidder’s capabilities and envisioned work plan along with the roles and responsibilities of the project team that will be deployed by them

- 3.1.5 **Standard Operating Procedures:** The proposal must contain details of SOPs that the bidder plan to implement for undertaking comprehensive facility management services. The SOPs should consider that procedures of undertaking facility management services of GIFT One and GIFT Two Buildings are compliant to ISO, OSHAS and EMS certifications
- 3.1.6 **Use of IT / Facility Management Software:** Based on the scope of work, the bidder shall present in detail its plan to use IT / facility management software in day to day operations of the two buildings.
- 3.1.7 The Bidder shall submit separate technical and financial proposals for GIFT One Building (common areas) and GIFT Two Building (Common Areas) as per the given format.

4. RFP Submission guidelines

4.1 Response to RFP

Bidders are required to submit technical /qualification bid and commercial bid separately on e tender portal- details of which are given in the RFP. The technical bid should be submitted on line as a scanned image of the response to requirements in printed form, affixed with company/agency seal and duly signed by authorised signatory on every page. Physical copy of the same document should be couriered to the address for communication as provided in this document.

Commercial bid shall be submitted ONLY online in the formats available on the portal, duly signed by Digital signatures, as explained in this document. Hard copy of commercials bids are NOT required to be submitted at all.

4.2 Commercial Proposal

The commercials have to be submitted in the format available on line. The commercials of each item shall be as per the details provided in the technical bid submitted on line. For the sake of convenience and giving an idea, the same is briefly described below. :

a) Cost of manpower deployment.

- i. **This cost should be inclusive of all benefits to staff as applicable to comply with applicable rules and statutes;** The bidder shall quote the rates considering payment of Minimum wages as per the notification of Govt. of Gujarat for providing services including the cost of legal liabilities, various allowances towards safety , dress, insurance, leave, applicable welfare benefits etc
- ii. In case of increase/decrease in the rates of said “Minimum Wage’ and / or any other statutory compliances as notified by any statutory authority from time to time during contract period, the change will be compensated on prorata basis, provide the base line minimum wage used for this bid is submitted as part of the technical proposal.
- iii. Bidder may choose to offer mix of persons with different experience levels so as to meet the role expectations with compliance. Resources with 15 + years will be Category 1, with 10-15 years will be category 2, 5 to 10 years will be category 3 and 2 to 5 years experience shall be category 4.
- iv. All the cost paid by CLIENT should be 100% pass through to the manpower deployed.
- v. Selected bidder is expected to retain currently deployed resources to ensure smooth transition.

b) Cost of Other Services (costs to be quoted against each of the below listed item in the financial bid – to be submitted on line. viz;

- i. Weekly Pest Control Services; provide details in technical bid
- ii. Monthly House-Keeping Consumables; provide details in technical bid
- iii. Monthly rentals for M&E tools and HK machines; provide details in technical bids
- iv. Quarterly Façade Cleaning;
- v. One time IT / Software Charges (comprehensive details to be provided in technical bid);
- vi. On need basis Subject Matter Expert / Other Inputs (comprehensive details in technical bids)
- vii. Other Charges (Give details in technical proposal); Define the scope, outcomes, frequency

c) Management Fee; Fixed

PL NOTE:

- 1. Applicable taxes shall be paid separately.**
- 2. CLIENT shall call for detailed cost break of each line item comprising the total submitted cost at the time of evaluation from all the bidders. CLIENT reserves the rights to review and call for clarifications on the cost breaks up.**
- 3. Bidder must submit format of the price bid – without costs but providing details of manpower, no of persons for each role and category of person and any other offering in the remarks column.**

4.2.1 The Bidder shall submit separate financial proposals for GIFT One Building and GIFT two building. Two formats are provided for the same on the portal. Copy attached herewith in annexure 4. This should be submitted without cost in technical bid and costs to be submitted only ONLINE

4.3 General Conditions and RFP submission Guidelines

4.3.1 Communication details and mode of communication

All communication concerning this RFP must be made to / via the authorised person to be named by the Bidder through digital means.

The Chief Operating Officer
IL&FS Town and Urban Assets Limited (CLIENT)
28 th Floor, GIFT Tower 1,
GIFT CITY Gandhinagar Pin code 382 355

Email for communication: itual.admin@ilfsindia.com
Land line: 079 6674 1172

4.3.2 Amendment to RFP

CLIENT reserves the right to amend the RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an addendum to that effect will be provided to all bidders **who have participated in the pre bid by sending in emails**

At any time prior to the deadline for submission of bids, CLIENT may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

The corrigendum / amendment if any will be published on website <https://www.nprocure.com>.

A bidder's response must include acceptance of all addenda.

4.3.3 Rejection of Proposals

At any time prior to the execution of the written contract, CLIENT reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interest of the CLIENT without any claim on CLIENT from anybody.

4.3.4 Costs of Preparing the Proposal and Site Visit

All the bidders are encouraged to visit the site, get acclimatised with the current building operations, study the current facility management operations and suggest improvements. The costs of site visit, preparing and submitting the proposal, attending presentations, attending negotiations are the sole responsibility of the bidder. CLIENT is not responsible for any costs incurred by bidder which are related to the preparation or delivery of the proposal or any other activities carried out by the bidder related to this RFP. CLIENT, in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

The bidder must bid for all Items & whole quantity. Partial bidding will be rejected.

A bidder's response must include acceptance of all addenda.

4.3.5 RFP download and bid submission -

The bidders may download the tender document from website of www.nprocure.com.

All bids (Technical & Financial) MUST be submitted online ONLY on <https://www.nprocure.com> website.

Only physical copy of the submitted technical qualification document be submitted to the office address through courier.

Financial bids SHOULD NOT be submitted in hard copy. Conditional bids shall be liable to be rejected.

The Bidders should submit their proposal before due date as specified in RFP .E-tender system shall not let any submission after the due date and time. Physical /hard copies shall not be accepted.

Note: Bidders who wish to participate in this bid will have to register on <https://www.nprocure.com>. Further they will have to procure Digital SIGN Certificate (DSC) as per Information Technology Act.2000 using which they shall sign their electronic bids and submit.

Bidders can procure the DSC from (n)Code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India.

Bidders who already have a valid Digital Certificate required to participate in (n)Procure, need not procure a new Digital Certificate.

The bidder will have to upload the scanned copy of bid document duly signed (all pages) by the authorized signatory as a part of the bid, complying terms and conditions of bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions or eligibility criteria may result in rejection of the bid.

CLIENT reserves the right to seek all clarifications and documents required for verifications in physical form as well as through email.

The Bidder read all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

Bidders may send in queries through E-mail, at least a day before the date of pre-bid meeting which shall be as per the time table. No queries in any other form will be entertained. CLIENT will clarify and issue amendments if any. Bidders shall submit their queries strictly in following format:

| Sr. NO. | Name of Agency | Page Number | Tender Clause / Section / Sub-section | Required Clarifications/ Suggestions |
|---------|----------------|-------------|---------------------------------------|--------------------------------------|
| | | | | |

4.3.6 **Modification and Withdrawal of Bids:**

No bids will be allowed to be modified subsequent to the final submission of bids.

No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity.

Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

4.3.7 **EMD for bidding**

- a) EMD in form of Demand Draft of nationalized bank will be required to be submitted along with the proposal.
- b) The tenderer are, as a condition for the consideration of the tender, requested to submit the EMD of Rs. 4,00,000/- (four lacs) through' Demand Draft of any nationalized bank only, in favour of “_IL&FS town and urban assets limited”, payable to Mumbai, and delivered at our office address given in the communication on or before date given in the time table
- c) No interest shall be payable on the Earnest Money Deposit
- d) Earnest Money of the unsuccessful tenderers shall be refunded after the award of work is finalized and accepted by the successful tenderer
- e) .The Earnest Money Deposited by the successful tenderer shall be retained towards Agency's Deposit for fulfillment of the Contract as provided hereunder but shall be forfeited if the successful tenderer fails to deposit or furnish the requisite initial Agency's Deposit as specified in the General Conditions of Contract and/or fails to commence the work at the site(s) within ten (10) days from the effective date of the Contract.
- f) Tender received without EMD are liable to be rejected.
- g) Scanned copy of the EMD should be submitted along with technical bid. Please affix the stamp of your company on the overleaf of demand draft.
- h) EMD (earnest money deposit) shall be submitted physically by the date and time mentioned in the RFP. Bids submitted online but non submission of EMD shall lead to bids being rejected.
- i) The Bidder will ALSO have to submit Earnest Money Deposit (E.M.D.) as mentioned in in a sealed cover at office address mentioned above with the heading “EMD for Bid for Selection of Agency for Facility Management. Scanned copy of the EMD may be submitted as part of the technical/qualification proposal for reference purposes.
- j) Earnest Money Deposit Details be furnished in the qualification /technical document:
- k)

| Sr. No. | Item | Amount | Name of Bank and Branch | DD or BG No. |
|---------|------|--------|-------------------------|--------------|
| | | | | |

l) The E.M.D. may be forfeited:

- i. If a Bidder withdraws its bid during the period of bid validity
- ii. (b) In case of a successful Bidder, if the Bidder fails:
- iii. (i) To sign the Contract as mentioned above or
- iv. (ii) To furnish performance bank guarantee as mentioned above or
- v. (iii) If the bidder is found to be involved in fraudulent practices.
- vi. iv) If required, CLIENT may extend the bid validity for further period from the date of expiry of bid validity..

4.3.8 AGENCY'S DEPOSIT

- a) The Successful bidder (hence forth referred to as agency or Service providing agency) shall deposit 10% (Ten percent) of the Annual Contract Value (management fees plus quoted payment for services excluding GST) with the company within 10 (Ten) days from the date of award of the Contract, towards Agency's Deposit for the performance of the Contract, in any one of the modes mentioned hereunder:
 - (i) By way of a Demand Draft of any of the Nationalized Bank favoring _____, payable at -----, or
 - (ii) By way of a Bank Guarantee from a nationalized or scheduled bank in the prescribed form.
- b) The Agency's Deposit shall not bear any interest and will be refundable on satisfactory completion of the work in terms of the Contract. The Bank Guarantee shall be valid for a period of 3 (three) months beyond expiry of the validity of the Contract. No payment shall be released unless the deposit is furnished
- c) The Agency's Deposit shall be refunded only after payment of the final bill and any amount outstanding against the agency shall be recoverable from the Agency's Deposit
- d) Payment of the final bill and refund of the Agency's Deposit shall be made within 45 (forty five) days only after you have discharged satisfactorily, all your obligations under the Contract, successful completion of the Contract and settlement of all dues
- e) The SD shall be forfeited by the company in the event of any default by the Service providing agency during execution of the work awarded to him or adjusted against the recoverable dues from the agency.

4.3.9 TERMS OF PAYMENT:

- a) On satisfactory completion of the work, the agency shall prepare and submit bill in duplicate along with all relevant and supporting papers for the respective month to the Officer-in-charge of the work. The invoices shall have to be submitted for GIFT one and GIFT two separately. We expect agency to submit bills by 5th of the following month. The payment of the bills shall be made by e-payment/ Account Payee cheque after usual deduction of applicable taxes and other dues as per the rules. The bill will be paid within 30 days of submission of invoice provided the same is complete in all respects. Invoices shall be accompanied by a certificate from the Property Manager of the agency and counter signed by its controlling operations head certifying that all the works have been carried out as per the contractual obligations, SOP and applicable standards and that all compliances have been met.
- b) The agency shall also certify that the people employed have been paid the minimum wages as prescribed by the Government and all other laws are complied with and that there is no violation of any applicable laws and no litigation is instituted or pending before any authority
- c) The final bill should be submitted along with No Claim Certificate.
- d) The payment of running bills / final bill by the Company shall not have any linkage with the payment of wages and other dues to be made by the Service providing agency to their labourers/workers/personnel. In other words, Service providing agency shall discharge, from time to time, their liabilities for payment of wages and other dues to their labourers/workers/personnel irrespective of receipt of payment of its running bills / final bill from the Company.
- e) Proof of payment of statutory dues as applicable, salary payments etc shall be provided, for the previous month along with invoice of next month.
- f) GST Registration No. and PAN details shall be mentioned in every invoice and proof may need to be submitted as and when called required.

4.3.10 DURATION & OTHER TERMS OF CONTRACT:

The contract shall be awarded initially for a period of one year effective from the date of award of contract.

- a) The company shall have right to extend the contract for a further period of two terms of one year each, after the expiry of the initial contract, on the same rates excluding increase in wages by govt notification provided the base line is provided in the proposal), terms and conditions at its sole discretion and subject to satisfactory performance of the agency. In the event of offering such extension by the company, the Service providing agency shall accept the same unconditionally
- b) The company reserves the right to reject all or any of the tenders without assigning any reason whatsoever

4.4 Selection of Bidder

4.4.1 The technical proposals of only those bidders who meet the eligibility criteria shall be processed further. They would be evaluated on the basis of their responsiveness to the Scope of work, deployment plan etc as described under section on **Response to RFP**. Following factors would be considered :

- a) Approach to scope of work
- b) Proposed Manning Schedule (deployment chart);
- c) Action / Work Plan, SOPs plan to be implemented;
- d) Usage / Deployment of Software / IT Solutions in building operations;
- e) Equipment/ Tools proposed to be deployed by the Bidder;
- f) Innovation in technical proposal
- g) The improvisation plan shall attempt to :
 - i. Optimum use of manpower;
 - ii. Use of IT /software solutions in effectively manage building operations;
 - iii. Plan to reduce utility bill

Based on the above, the proposals would be ranked and the price bids of only those who qualify shall be opened on e-portal.

4.4.2 Ranking: Proposals of those bidders, who submit bids meeting all the requirements of the RFP and meet the statutory compliances will be ranked based on their **commercial offer for cost of services and management fees combined ie. Item D and E** of the commercial proposal

4.4.3 Copy of the detailed cost break up of every component should be scanned and uploaded as part of financial bid. CLIENT may call for further break up as may be required to review and compare after the price bid opening.

4.4.4 All conditional bids shall be rejected at the discretion of the client

4.4.5 CLIENT reserves rights to call for a revised financial offer from qualified bidder, if required

4.4.6 If contract negotiations with lowest cost compliant bidder is unsuccessful, the next ranked compliant bidder shall be called for negotiations.

4.5 Extension of validity of proposal:

- 4.5.1 CLIENT may request the parties, in writing, to extend validity of proposals, if deemed necessary

4.6 Miscellaneous

- 4.6.1 CLIENT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to :
- (a) Suspend and / or cancel the selection process and / or amend and / or supplement the selection process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to have clarification(s) or information;
 - (c) Retain any clarification(s) or information submitted to CLIENT by, on behalf of, and / or in relation to the proposal;
 - (d) Independently verify, disqualify, reject and / or accept any and all submissions or information submitted by or on behalf of any Bidder
- 4.6.2 It shall be deemed that, by submitting the proposal, the Bidder agrees and releases CLIENT, its employees and agents, irrevocably, unconditionally and fully from all liabilities for claims, losses, damages, costs, expenses, in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future
- 4.6.3 The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the selection process

4.7 Confidentiality

- 4.7.1 Information relating to the examination, clarification, evaluation and recommendation for the proposals shall not be disclosed to any person who is not officially concerned with the RFP process. CLIENT will treat all information, submitted as part of the proposal, in confidence and will require all those who have access to such material to treat the same in confidence. CLIENT may not divulge any such information unless it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and / or CLIENT

5. Draft of the Agreement

The selected bidder would be required to execute Agreement with CLIENT. Copy of Draft agreement is attached at Annexure-5. This draft may undergo modification based on bid of selected bidder and items of scope etc. The draft of binding agreement shall be finalised by and between CLIENT and selected Bidder and executed thereafter separately for each tower. There may be contextual and factual changes

ANNEXURE-1

I SPECIAL CONDITIONS:

- a) The Service providing agency shall follow procedure and system prescribed by the company from time to time and communicated to Service providing agency, in writing with regards to their scope of work.
- b) In case of emergency like disturbance, demonstration, agitation etc., within the building, the Service providing agency shall stand firm on their duties and assist the management and police authorities, if called for, in maintaining law and order.
- c) In case, agency's personal deployed by the Service providing agency remains away from duty or do not perform assigned and/or expected duties, though physically present or behave in a manner not conducive to company's interest, either individually or collectively, the Service providing agency shall remove such defaulting agency's personal and shall provide substitute for such person at his cost & risk.
- d) Whenever any of the Service providing agency's personnel deployed at any of the Company's premises notice or hear anything against the interests of the Company, they shall report the same promptly to the authorized officer of the Company.
- e) The Service providing agency's/agency's personal shall not enter into any monetary or other transactions or business with any of the company/tenant/co-owner's employees, its Service providing agencies or their labours and other persons, who are associated with the company in any matter.
- f) The Service providing agency shall insure that all personal deployed at site are respectful and possess required tact and patience in the performance of their duties and discharge their duties in a most befitting manner keeping honour and dignity of the company , as high as possible.
- g) The Service providing agency shall be required to rotate the agency's personnel deployed for the contract at suitable intervals or as may be decided by the officer in charge of the company time to time.
- h) The Service providing agency shall maintain attendance register of agency's personal deployed for the work entrusted under the contract in duplicate.
- i) The Service providing agency shall maintain Register of Shift Schedule, specifying allocation of duties of such person deployed, by Service providing agency and keep up to date record of the same and make available to the company as and when required by officer in charge.
- j) The Service providing agency shall ensure that the agency's personnel observe code of conduct, discipline and duties required to be observed by them for project of

company's size and to comply with the company's expectations, with utmost efficiency, zeal and vigilance.

- k) The Service providing agency should possess all such licenses applicable, which are necessary for the execution of the job.
- l) Subletting of the contract in part or full in any manner or form is not possible
- m) The quantum of work/job would vary/fluctuate depending upon the market requirements/demands from time to time.

II Deployment:

- a) To discharge the responsibilities and liabilities to the satisfaction of the officer in charge, the Service providing agency shall deploy adequate manpower at different places/points in consultation with officer in charge of the company from time to time which will be explained and clarified in pre bid meeting
- b) The Service providing agency shall provide the items such as uniform & its accessories, etc. to all the agency's staff immediately on awarding the contract and in the beginning of the extended period of contract as per the role and responsibility requirement. The above items shall also be provided to new agency's staff deployed during the contract period if any

III Labour Laws :

The Service providing agency shall observe, comply with and abide by the conditions of labour laws as indicated and applicable in the enclosed **Annexure - 2**

IV PROVISION FOR PENALTY:

- a) In case of any theft, pilferage, loss or damage to the company's properties and persons attributable to the negligence or omission in duty, on the part of the agency's personal deployed by the Service providing agency, the company, at his sole discretion will be entitled to levy a penalty as may be deemed fit
 - b) In case of any short fall / absenteeism of agency's guards including supervisor during the month a penalty of Rs. 500/- per absent mandays will be deducted from the respective monthly bill
 - c) A penalty of Rs. 1000 shall be imposed for every single case of deficiency in services in terms of quality of services, absenteeism, absconding from duty points
- _____

ANNEXURE - 2

Indicative list of LABOUR AND EMPLOYMENT RELATED LAWS/expectations that may be considered by the bidder and as applicable. Bidder has to meet the statutory requirements.

Labour Laws:

1.0 Service Provider shall be solely responsible for strictly following all Employment and Labour related applicable Laws, and such other laws which are applicable from time to time including but not limited to the notification amendments or additions which are made to these laws during the period of contract. The Service Provider shall also be responsible for various levies of State Government, Government of India or any Statutory Body. The Service Provider shall have to, at his own expenses, comply with Employment and labour laws and keep the company indemnified in respect thereof.

The Service Provider shall submit following documents to the Company before commencement of the job:

1. Copy of documents showing legal status of the firm;
2. Copy of the documents showing allotment of PF Code No. By the RPFC Office, Copy of the documents showing allotment of the ESI Code No. of the Employee State Insurance Corporation.
3. Copy of challans showing remittance of the agency's deposit and license fee to obtain the labour license as per the provisions of The Contract Labour (R&A) Act, 1970.

1.1 The Service Provider shall submit application to the Licensing officer to obtain the license as per the provisions of the Contract Labour (R&A) Act, 1970 before commencement of the job after remittance of license fee and deposit as stated under:

- a) Payment of deposit in respect of each contract labour at the rates prescribed by the Govt., with the office of Commissioner of Labour, Ahmedabad as per the Contract Labour (Regulation and Abolition) Act, 1970.
- b) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and rules framed thereunder depending upon the number of workman employed by the Service Provider.
- c) The Service Provider shall also submit copy of labour license to the Company within 15 days from the date of commencement of work.

1.2 The Service Provider shall not employ any contract labour whose age is below 18 years.

- 1.3 The Service Provider shall also maintain valid labour license under Inter State Migrant Labour Act if required under this law and shall comply with the provisions of Inter State Migrant Labour Act.
- 1.4 If Required the Service Provider shall allow women employees to work in between the hours of 6.00 am To 7.00 pm only or as per the provisions of the prevailing Act/rules.
- 1.5 The Service Provider shall obtain photo identity cards for all his deployed resources and no person shall be allowed entry without such photo identity cards.
- 1.6 The Service Provider shall make payment of contribution by way of employees and employer contribution towards Provident Fund, Pension Scheme, and Deposit Linked Insurance Scheme, Administrative Charges, ESI and all other applicable payment contribution, at the rates made applicable from time to time by Government of Gujarat/Government of India or other Statutory Authorities.
- 1.7 The Service Provider shall pay extra wages for overtime to the deployed resources as per provisions of Act/rules.
- 1.8 The Service Provider shall pay the wages as fixed by him or rates fixed under the Minimum Wages Act from time to time, whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the month in respect of which the wages are payable. The payment shall be disbursed in the presence of Management's representative during the working hours in the office premises and the Service Provider shall get the entries certified in the register of wages by the Representative of the Company. The Service Provider shall inform date, time and place of disbursement of wages in advance to the Company.

In case of payment of wages thro' bank transfer / cheque (i.e, cashless means of payment) the details of payment shall be provided, in adherence to the provision of applicable laws / rules, in fore from time to time.

The Service Provider shall execute the undertaking for cashless mode of payment attached herewith.

- 1.9 The Service Provider shall pay bonus to his eligible employees in accordance with provision of Payment of Bonus Act. He shall keep and maintain register as prescribed under Payment of Bonus Act and shall produce before authorized officers of the Company as and when asked for inspection.
- 1.10 The Service Provider shall pay Gratuity to his employees in accordance with provision of Payment of Gratuity Act. He shall keep and maintain required registers as prescribed under Payment of Gratuity Act and shall produce before the authorized officers of the Company as and when asked for inspection.

- 1.11 The Service Provider shall keep and maintain registers and forms as prescribed under The Shop and Establishment Act, Payment of Bonus Act, 1965, Payment of Gratuity Act, Contract Labour Act, PF Act, ESIC Act and other Labour Laws in force from time to time.
- 1.12 The Service Provider shall allow his employees to avail paid leave or shall encash the leave as per the provisions of the Shop and Establishment Act.
- 1.13 The Service Provider shall make payment of retrenchment compensation, notice pay and other liabilities as per Industrial Dispute Act. Any payment to the Service Provider employee arising out of any claim or dispute under Industrial Dispute Act, 1947 or any other labour laws.
- 1.14 The Service Provider shall make payment of compensation in case of accidental injury in accordance with provisions of ESIC Act. Or Employees compensation Act, as applicable to the service contract.

The Service Provider shall either submit the copy of ESIC registration details or submit copy of insurance policy to the company before commencement of work.

- 1.15 The Service Provider shall give his telephone number and address to the Company so that the Service Provider can be contacted.
- 1.16 The company will be entitled to deduct directly from the bills to be paid to the Service Provider any sum or sums which the company is required to pay as Principal Employer on account of his default in respect of all liabilities referred to in above clauses.
- 1.17 The Service Provider shall display notice showing the rate of wages, hours of work, wage period, date of payment of wages, name and address of Govt.. Labour Officer and Inspector under Minimum Wages Act having jurisdiction.
- 1.18 The Service Provider shall ensure adherence to the provisions of Labour Welfare Fund in respect of their deployed resources, from time to time.
- 1.19 The Service Provider shall, at his own cost , take out and maintain insurance policies in respect of all insurable liabilities including but not limited to third party insurance (Act) and personal emergency risk insurance etc. with an insurance company approved by the company. Such policies shall not be of lesser amount than specified hereunder
1. Employee's compensation to the limit to which compensation may be payable under the laws of Republic of India.
 2. Third party insurance, body injury and property damage to the limit of not less than Rs. 1.0 Lakh (Rupees One Lakh only) in each accident at each site of job, provided that the limit specified above shall operate only as specification of minimum limit for insurance purpose but shall not any way limit your liability in terms of the clause to the limit specified.

ANNEXURE-3

LIST OF DOCUMENTS TO BE ATTACHED with TECHNICAL BID

- a Introductory letter of Service providing agency proposing for registration.
- b Copy of registration of firm.
- c Copy of allotment of Provident fund code number.
- d Copy of allotment of ESIC code number
- e Proof of office operations in Ahmedabad.
- f Copy of Labour License in respect of ongoing contract and license under Gujarat Private Agency's Agency Rules.
- g Copies of work orders issued by similar companies for the subject work along with contract value for last 3 years.
- h Copy of PAN No. & GST Reg. No.
- i Copies of Balance sheet. (Profit & Loss Account) for last 3 financial years & copy of I.T. Return filed.
- j Credit Worthiness Certificate from Bank.
- k Affidavit: From service provider for no legal and statutory proceedings by any statutory authority for default / Noncompliance.

Format for price bid ANNEXURE-4

This format will be available for online filling of cost and submission. Bidder will not be able to add any comments on the same. Hence bidder is required to submit this format- WITHOUT FILLING THE FINANCIAL COST COLUMN but putting in the other details like no. of personnel proposed for each role, experience category, duty hours, and any other remarks that bidder may want to offer .

Bidders to upload the scanned copy of the cost break of the each of the item quoted in the bid. In case of variation between scanned image and data filled in online commercial form on the portal, the price in the online form shall prevail and bidder shall be liable to revise the break up accordingly.

Format is on next page

| Client Name | | SCOL | Commercial bid Format for Sabarmati Capital One limited | | | |
|---|---|---------------------------|---|----------------------|------------------------|---|
| Property Address: | | GIFT City, Gandhinagar | | | | |
| Business Operations: | | 24 x 7 | | | | |
| S. No. | Category of Services | Nos. of Mnpwr | Unit Rate (INR) | Annual CTC of person | Total Annual Amt (INR) | Remarks |
| A - Human Resources | | | | | | |
| 1 | Property Manager | | TO BE KEPT BLANK IN TECHNICAL BID BUT TO BE FILLED ON the portal | | | Overall Account In-charge |
| 2 | Asst. Manager - Soft Services | | | | | Site In-charge Soft services |
| 3 | Asst. Manager - Technical (MEPF) | | | | | Responsible for all Mechanical electrical BMS public health and safety and fire safety related services |
| 4 | Admin / Facility Sr.Executive | | | | | Responsible for all Admin & facility soft services |
| 5 | Shift- Incharge/ Engineer (Category-I) | | | | | (8 + 1) hours, 6 days a week |
| 6 | Shift Incharge/ Engineer (Category-II) | | | | | (8 + 1) hours, 6 days a week |
| 7 | Shift Incharge/ Engineer (Category-III) | | | | | (8 + 1) hours, 6 days a week |
| 8 | Shift Incharge/ Engineer (Category-IV) | | | | | (8 + 1) hours, 6 days a week |
| 9 | Admin Assistant | | | | | (8 + 1) hours, 6 days a week |
| 10 | Front Desk Cum Helpdesk Executive | | | | | (8 + 1) hours, 6 days a week |
| Sub-Total (A) | | | | | | |
| B - Electro Mechanical Serevcices | | | | | | |
| 1 | Technical Supervisor (Electrical) | | (8 + 1) hours, 6 days a week | | | |
| 2 | Plumbing Supervisor | | (8 + 1) hours, 6 days a week | | | |
| 3 | Plumbers - category II | | (8 + 1) hours, 6 days a week | | | |
| 4 | Plumbers Category III | | (8 + 1) hours, 6 days a week | | | |
| 5 | Plumber Category IV | | (8 + 1) hours, 6 days a week | | | |
| 6 | Electrician Category I | | (8 + 1) hours, 6 days a week | | | |
| 7 | Electrician category II | | (8 + 1) hours, 6 days a week | | | |
| 8 | Electrician category III | | (8 + 1) hours, 6 days a week | | | |
| 9 | Electrician category IV | | (8 + 1) hours, 6 days a week | | | |
| 10 | HVAC Technician category I | | (8 + 1) hours, 6 days a week | | | |
| 11 | HVAC Technician category II | | (8 + 1) hours, 6 days a week | | | |
| 12 | HVAC Technician category III | | (8 + 1) hours, 6 days a week | | | |
| 13 | HVAC Technician category IV | | (8 + 1) hours, 6 days a week | | | |
| 14 | BMS Operator | | (8 + 1) hours, 6 days a week | | | |
| 15 | Multi Skilled technician | | (8 + 1) hours, 6 days a week | | | |
| Sub-Total B | | | | | | |
| C - House Keeping | | | | | | |
| 1 | HK Supervisor | | (8 + 1) hours, 6 days a week | | | |
| 2 | HK Janitor | | (8 + 1) hours, 6 days a week | | | |
| 3 | Driver cum office boy | | (8 + 1) hours, 6 days a week | | | |
| 4 | Pantry Boy | | (8 + 1) hours, 6 days a week | | | |
| 5 | Gardener | | (8 + 1) hours, 6 days a week | | | |
| Sub-Total C | | | | | | |
| Total Manpower cost (A+B+C) | | | | | | |
| D - Other Services | | | | | | |
| 1 | Façade Cleaning | Lumpsum | I complete cycle in a quarter | | | |
| 2 | HK Consumable | Lumpsum | per month supply | | | |
| 3 | HK Equipments & MEP Tools | Lumpsum | As required for the Facilityfor 1 year | | | |
| 4 | Pest Control | Lumpsum | Entire premises weekly basis | | | |
| 5 | IT/Software charges | Lumpsum | monthly | | | |
| 6 | Communication & Other Charges including Labour Charge | Lumpsum | | | | |
| 7 | Horticuture | | Specify frequency, outcome and scope | | | |
| 8 | Others- Specify | | Specify frequency, outcome and scope | | | |
| 9 | | | Specify frequency, outcome and scope | | | |
| 10 | | | | | | |
| Sub Total D | | | | | | |
| E - Management Fees | | FIXED | Fixed cost | | | |
| Bid value for decision -Grand Total (D+E) | | WILL BE CALCULATED | | | | |
| Contract value (A+B+C+D+E) | | D BE CALCULATE | | | | |
| Terms & Conditions | | | | | | |
| 1 Taxes shall be paid extra | | | | | | |
| 2 Description and details of each line item be provided in technical bid- EXCEPT FOR THE COMMERCIAL VALUE | | | | | | |
| 3 Cost break of manpower cost should be provided which should reflect all heads of payment to employee directly or as benefits etc. | | | | | | |
| 4 Client reserves rights to call for further details of each line item | | | | | | |