





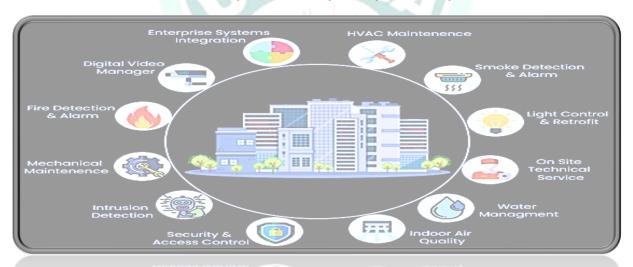
UTTARAKHAND STATE DISASTER MANAGEMENT AUTHORITY DEPARTMENT OF DISASTER MANAGEMENT GOVERNMENT OF UTTARAKHAND

USDMA BUILDING, PLOT NO. 36, IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248013, UTTARAKHAND

DETAILS OF TENDER

ENGAGEMENT OF AN AGENCY/FIRM FOR PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA BUILDING, IT PARK, SAHASTRADHARA ROAD, DEHRADUN-248013, UTTARAKHAND

REF No.: 03-B/SERVICES/BMS/USDMA/2024



TENDER INVITING AUTHORITY

NAME OF THE CLIENT: ACEO (ADMIN), USDMA

ADDRESS: USDMA BUILDING, PLOT No. 36, IT PARK,

SAHASTRADHARA ROAD, DEHRADUN- 248013,

UTTARAKHAND (U.K.)

DATE OF ISSUANCE OF TENDER: DECEMBER 10, 2024

DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Uttarakhand State Disaster Management Authority (USDMA) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is neither an offer nor invitation by USDMA to the Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender document (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtains independent advice from appropriate sources.

Information provided in this Tender document to the Bidder(s) 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 accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

USDMA, makes 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 Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Bid Stage. USDMA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender document.

USDMA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document. The issue of this Tender document does not imply that is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

USDMA reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.



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NOTICE INVITING TENDER

Uttarakhand State Disaster Management Authority (USDMA) invite E-tenders from established Contractors for <u>ENGAGEMENT OF AN AGENCY/FIRM FOR PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA BUILDING, IT PARK, SAHASTRADHARA DEHRADUN- 248013. UTTARAKHAND</u>

1.	Name of Work	ENGAGEMENT OF AN AGENCY/FIRM FOR PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA BUILDING, IT PARK, SAHASTRADHARA ROAD, DEHRADUN-248013, UTTARAKHAND
2	Cost of Tender Documents	Rs. 5,000/- plus GST @18% Total 5900/- in DD form in
	cum processing Fee (Non-	the name of ACEO (Admin), USDMA payable at Dehradun
	refundable)	444
3	Earnest Money Deposit	Rs. 2,00,000/- in the form of DD/Bankers
	(EMD)	Cheque/FDR/BG only issued by any Nationalized/
		Scheduled Bank as per RBI Act, drawn in favor of "ACEO
		(Admin), USDMA" payable at Dehradun. EMD of unsuccessful contractors will be returned & EMD of
		the successful contractor will be returned on receiving
		Performance Security Deposit (PSD).
		The Bid Security/EMD shall be valid for forty-five (45) days
		beyond the original validity period of the Bid, or beyond any period of extension.
4	Security Deposit (SD)	The successful Contractor whose tender is accepted by the
		USDMA, shall be bound to deposit a sum equivalent to 5%
		of accepted "Annual Contract Value (Including GST)" as
	आपदा र	Performance Security Deposit (PSD) in the form of DD/Bankers Cheque/FDR/BG only issued by any
	011941	Nationalized/ Scheduled Bank favoring "ACEO (Admin),
		USDMA" payable at Dehradun.
		The Performance Security Deposit shall be valid for forty-
		five (45) days after the date of completion of performance
		obligations or contract period.
5.	Date for commencement	10/12/2024 from 12:00 AM
	of downloading of the Tender Document	from Website: www.uktenders.gov.in &/or
	(Technical and Price Bid)	www.usdma.uk.gov.in



6	Last date of submission of	23/12/2024 upto 05:00 PM
	Bid/downloading of the	
	Tender Document from the e-	
	portal	
7	Last date and time for receipt	12/12/2024 upto 05:00 PM
	of written queries for clarification from bidders in	via Email: <u>usdmauttarakhand@gmail.com</u>
	Pre-bid meeting.	
8	Pre-Bid Meeting	13/12/2024 at 12:00 PM
	(Online/Offline)	(Separate link shall be provided one day before)
9	Address for Pre-Bid Meeting	USDMA Building, 36 IT Park, Sahastradhara Road,
		Dehradun- 248013, (U.K.)
10	Last date & time for	Up to 05:00 PM on 23/12/2024
	submission of bid (Technical	Note:
	& Financial) along with EMD,	1. It is the sole responsibility of the bidder to ensure
	and other documents online	submission of the Original Documents (Tender Fee,
	on the e-portal, as specified in	EMD, Power of Attorney, Affidavit for correctness,
	the tender.	Technical Bid Submission Form etc.) along with the
		bid by the last stipulated date and time (23/12/2024
		upto 05:00 PM) at the following address:
		Room No. 509,
		5 th Floor, USDMA Building,
		36 IT Park, Sahastradhara Road,
		Dehradun- 248013, Uttarakhand
		Control for the basis
		The USDMA shall not entertain bids received late due to
		any delay on account of delivery by the courier
		agency/speed post or any other mode for the reasons
		whatsoever. No grievance will be accepted in this
		regard.
		2. Tenders received without EMD & Tender Fee shall be
	आपदा र	summarily rejected.
		3
		Note:
		• MSME Exemption will be given as per the
		Uttarakhand State Government Norms, Relevant
		document/ Certificate needs to be submitted for
		claiming the exemption.
		• Except MSME Registered firm(s) within the territory
		of Uttarakhand State, other bidders need to pay the
		Tender Fee as stated above.
4.4		
11	Address for submission the	Room No. 509,
	original documents/Bid and	5 th Floor, USDMA Building,
	opening of Technical Bid	36 IT Park, Sahastradhara Road,
		Dehradun- 248013, Uttarakhand



12	Date and Time of Opening of Technical Bid	24/12/2024; 11:00 AM at the above address
13	Date and Time of Openingof Online Price Bid	Will be notified later via Email/USDMA's official website or through the e-portal Website: www.uktenders.gov.in
14	Bid Validity	180 days from the last date of submission of bids on e- procurement portal i.e., www.uktenders.gov.in
15	Date of Commencement of Work	Within 10 days of issuance of Letter of Award (LoA)
16	Penalty/Liquidated damages	As per relevant clause in the tender document or as per the provisions stated in the Uttarakhand Procurement Rules 2017 (or as amended)

- 2. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- 3. USDMA reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
- 4. Tender document can be downloaded from www.uktenders.gov.in
- 5. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
- 6. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in <u>each and every column and row</u> of the Formats. <u>The applications received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder's risk and responsibility.</u>
- 7. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

S. No.	Particulars Particulars	Contact Number/ Email
1.	USDMA Office Contact Number	0135-2710334/335
2.	USDMA Official Email	usdmauttarakhand@gmail.com

8. Conditional tenders shall be summarily rejected.

ACEO (Admin), USDMA USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun- 248013, Uttarakhand



SECTION-I

INSTRUCTIONS TO BIDDER

1. Purpose:

Providing integrated building facility management & other allied services at USDMA Building premises.

2. Invitation:

The bidders desirous of taking up the project for supply of above Services for USDMA are invited to submit their technical and commercial proposal in response to this Tender. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide integrated building facility management & other allied services or mentioned against respective building complexes adhering to USDMA requirement outlined in this Tender.

This Tender document is not an offer by USDMA, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of USDMA with the successful Bidder.

3. Eligibility Criteria:

Bid is open to all Bidders fulfill the eligibility criteria as per section III.

4. <u>Disclaimer:</u>

The biding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. USDMA has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, USDMA is entitled to issue corrigendum to Tender (to be posted in website only) relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

5. Clarifications & Amendments:

If deemed necessary the USDMA may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.



6. Bid Integrity:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the USDMA may take. All the bids with accompanying documents will become property of USDMA.

7. Format and Signing of Bid

- i. The bidder should prepare submission as per eligibility criteria, Technical Bid, Price Bid and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document. A complete bid shall be scanned in readable format and will be uploaded on E-procurement portal i.e., www.uktenders.gov.in .
- iii. In the event of the target date for the receipt of bids being declared as holiday for the USDMA, the bids will be received till the target time on the next working day. USDMA may at its discretion extend the bid submission date. The modified target date & time will be notified on the E-procurement portal i.e., www.uktenders.gov.in .
- **8.** The Bidders requiring any clarification on the bidding documents should submit written queries on or before the pre-bid meeting.
- **9.** At any time prior to the deadline for submission of bids, USDMA may modify or alter the bidding document by issuing an amendment on E-procurement portal i.e., www.uktenders.gov.in only.
- **10.** Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
- **11.** Any clarification issued by USDMA will be in the form of an addendum / corrigendum and will be available in e-procurement portal www.uktenders.gov.in. The amendment will be binding on all bidders. USDMA, at its discretion may extend the deadline for submission of bids which shall be informed to all through E-procurement portal i.e., www.uktenders.gov.in.
- **12.**The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- **13.** The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- **14.**The Contractor shall issue identity cards/ identification documents to all its employees.



Tender is invited in two parts i.e.,

- (1) Technical bid and
- (2) Financial bid.

The copy of tender form for the Technical Bid and for the Financial Bid in pro-forma is prescribed in Annexure-1, completed in all respects submitted online through E-procurement portal i.e., www.uktenders.gov.in.

- **15.** The details of the machineries proposed to deploy and other technical details can be furnished in the technical bid.
- **16.** The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
- **17.**Bidder received after the due date and time are liable for rejection. USDMA reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
- **18.** Bidder shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender on E-procurement portal i.e., www.uktenders.gov.in.
- **19.** The rate should be quoted in Indian Currency only.
- **20.** The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
- **21.**The rate quoted by the bidders shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, supervisory staff and workmen, tools & equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central/ State Government Minimum Wages Act but excluding Goods & Service Tax (GST).
- **22.** The bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
- **23.** The USDMA shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- **24.** The bidder shall deposit a sum of **Rs 2,00,000/-** as Earnest Money Deposit and **Rs. 5,000/- plus GST@18% Total Rs. 5900/-** as Non-Refundable cost of tender along with the tender document. This EMD (Earnest Money Deposit) and Cost of Tender Document shall be in the form of FDR/BG (DD for tender fee) from any nationalized bank or from a scheduled bank



drawn in favour of ACEO (Admin), USDMA, payable at Dehradun.

- **25.**No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
- **26.** If any bidder withdraws his bid before the said period or make any modifications in the original terms and conditions of the tender, the USDMA shall, without prejudice to any other right or remedy, be at liberty to cancel such bidder and forfeit full value of the EMD as aforesaid.
- **27.** The contractor has to maintain an attendance register of the persons employed and the same will be inspected **daily by the USDMA**.
- **28.**If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / indecent behavior reported while on duty, such person/persons shall not be allowed to work at site anymore and the USDMA reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
- **29.** The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
- **30.** The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proof of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff has to be deployed in consultation with the USDMA officials after performing the interview of the staff.
- **31.**No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the USDMA.
- **32.** Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
- **33.** All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
- **34.** The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. USDMA shall not be responsible for any infringement of the various statutes in force by the contractor.
- **35.** The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.



- **36.** STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- **37.** The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central/State) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the USDMA for verification every month along with their monthly bills failing which bills may not be paid.
- **38.** The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the USDMA. failing which bill will not be entertained.

39. PROCEDURE OF TECHNICAL BID SUBMISSION:

- (i) The bidders are advised to submit following original documents in sealed Envelope marked as "Original Document for Providing integrated building facility management & other allied services to the office of USDMA at the address mentioned hereinbefore by the stipulated date.
 - a) FDR/BG/DD/Bankers Cheque of specified amount of EMD
 - b) Demand Draft of specified amount (non-refundable) towards cost of Tender documents cum Tender Processing Fee
 - c) Letter of Technical Bid.
 - d) Original Power of Attorney
 - e) Affidavit of Correctness of information/documents submitted in the Technical Bid
 - f) Affidavit of Non-Blacklisting of the Firm.

Note: Failure in submission of any of the above documents in original will result in disqualification.

- (ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall be declared as not eligible. The all above document shall also submitted online on E-procurement portal i.e., www.uktenders.gov.in.
- (iii) A complete scanned bid shall be uploaded on e-procurement portal- www.uktenders.gov.in
- (iv) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.
- **40.** The Contractor's supervisor shall be first line of contact for USDMA, who shall report to the designated officers of USDMA for all requirements. Mobile numbers of supervisors to be provided on receiving the work order.
- **41.** The estimated quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. USDMA **as per the charges/rates quoted in the BoQ.**
- **42.** In case, any demand is raised by the USDMA for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the USDMA on the basis of



rates quoted in the BoQ.

43. EVALUATION OF BID

- 1. Technical bids of the participated bidder shall be evaluated as the eligibility criteria mentioned in (SECTION -III) of this document.
- 2. The Bidders qualified in the Technical Bid evaluation shall only be allowed to open the price bid by the employer.
- 3. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the prequalification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present/previous employer.
- 4. The USDMA reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

44. CHANGES IN LAWS AND REGULATIONS

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

45. Sub-Contracting is **NOT ALLOWED**, if at any stage, it is found that, the bidder has subcontracted the contract, then USDMA will terminate the contract immediately without giving any Notice to the contractor in the public/ administrative/ or project interest.



SECTION-II

SCOPE OF WORK FOR PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA BUILDING, DEHRADUN

Uttarakhand State Disaster Management Authority (USDMA) is a part of Uttarakhand State Government and is a nodal agency for planning, co-ordination and monitoring activities related to disaster prevention, mitigation, preparedness and management. USDMA lays down policies on disaster management for the state. It approves disaster management plan in accordance to the guidelines laid down by National Authority and co-ordinates its implementation. It provides guidelines and reviews the measures being taken for mitigation, capacity building and preparedness by the Government and issue guidelines as necessary. USDMA recommends provision of funds for mitigation and preparedness measures. Uttarakhand State Disaster Management Authority (USDMA) was set up and notified as per sub-section (1) of section 14 of Disaster Management Act 2005.

USDMA hereby invited proposals/bids from the established vendors/contractors for providing FACILITY MANAGEMENT SERVICES for all of the following services at USDMA Building Premises located at 36 IT Park, Sahastradhara Road, Dehradun- 248013 (U.K.)

- RUNNING, OPERATION AND MAINTENANCE OF BUILDING MANAGEMENT SYSTEM (BMS)
- RUNNING, OPERATION AND MAINTENANCE OF MECHANICAL, ELECTRICAL & PLUMBING (MEP) EQUIPMENT
- RUNNING, OPERATION AND MAINTENANCE OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

 SYSTEM
- RUNNING, OPERATION AND MAINTENANCE OF LIFTS (ELEVATORS) [MAKE: KONE]
- RUNNING, OPERATION AND MAINTENANCE OF FIRE FIGHTING SERVICES/EQUIPMENT
- RUNNING, OPERATION AND MANAGEMENT OF INTERNET OR IT SERVICE
- RUNNING, OPERATIONS AND MAINTENANCE OF STP
- Providing Reception / Relationship Manager In 03 Shifts At Reception on Ground Floor, Of USDMA Building.

The details / scope of services is mentioned below:

OBJECTIVE AND AREA OF WORK

A. OPERATIONS & MAINTENANCE SERVICES – BROAD OUTLINE:

This scope of work essentially indicates Running Operations & Maintenances services pertaining to upkeep & smooth working of the equipment. Required Preventive Maintenance will be carried out for the equipment at the USDMA Premises as per benchmarked maintenance practices / OEM manuals.

1. General Scope

- a. To Provide and maintain proper & efficient engineering services in the premises by deploying a sufficient number of trained, experienced and competent technical personnel.
- b. Carry out day to day activities required in Operations and routine maintenance that includes Operations and monitoring of Utility services equipment, logging of all related parameters pertaining to the equipment, assessing the data and initiating necessary actions depending on the analysis of data/records.
- c. Carry out preventive maintenance services at specified intervals as per the OEM service / operations manuals. (See Detailed Scope of Work)
- d. Coordinating with AMC contractors for Break down maintenance & follow up as required. Continuous efforts will be made to minimize the downtime of equipment.

2. Materials, Consumables & Spares

- a. All the consumable material such as material required for cleaning of equipment and machinery, minor repairs of doors windows, furniture, plumbing etc, other than major items such as Diesel and lubricating oil.
- b. Spares/parts needed for major repairs and maintenance will be provided by the USDMA.
- c. Scheduled servicing of major machinery/equipment (e.g. lifts, gensets, chiller plants) of the USDMA Building will be covered under the respective AMCs.
- d. All tools are to be provided by the service provider
- e. The instruments under the warranty will be maintained as long as the warranty of those equipment is there. But once the warranty period gets over, the Contractor/Service Provider will take into account that all the maintenance of all the equipment/ instruments will be done by the him/her.
- f. For more information the service provider may visit the office and acquit with actual site and work of the office.

3. Annual Maintenance Contracts

USDMA will have AMC(s) for all major equipment (Annexure-X). Coordination & monitoring required for management and execution of the Annual Maintenance contractors will be done by the bidder. Efforts & suggestions will be made to reduce the AMC costs through alternate arrangements.

4. Equipment

All equipment will be maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried out. Tools & tackles required for the services will be supplied by the bidder.

B. <u>DETAILED SCOPE OF WORK</u>

1. Operations & Technical Support:

- 24/7 manning for the Engineering services,
- continuous monitoring of calls and Complaints,
- work allocation to shift technicians and follow up on work progress.
- Generation of reports for Maintenance, maintaining & analyzing equipment operation, logs for equipment.

- Implementing Preventive maintenance as per schedules & Manuals.
- Coordination & Monitoring of AMC.

2. Power Generation and Electrical Distribution System

- Maintenance of transformers Checking of oil level, temperature and topping up. Operation of tap changers if required.
- LT Panels, Distribution Boards Checking of connections, vacuum cleaning of panels, Visual inspection, Insulation testing, testing of relays & contactors, cleaning of contacts.
- **Distribution Boards** Routine checking and tightening of all panel internals, cable connections, checking & replacement of switches, sockets contactors, relays, cleaning of contacts for proper & trouble-free function. Switching ON/OFF of power panels, lighting panels, capacitor banks, Emergency systems as required. Minor repairs of equipment like geysers, kettles and such other equipment.
- **Diesel Generator Sets** Operating the DG Set as per requirement and logging all parameters, routine checking in all respects, operation in case of power failures and recording relevant data. Cleaning and changing of Air filters, oil filters, Exhaust system checking & cleaning, governor checking & checking of battery condition & topping up of electrolyte, cleaning of radiator & topping of coolant will be carried out.
- Major overhaul of DG sets & major breakdowns is not covered under this scope of work. AMC for the same will be arranged with OEM Contractor.
- **Lighting panels & fixtures** Troubleshooting & Replacement faulty tubes/bulbs, fans, switches, sockets MCBs, Fuses etc. and other electrical accessories wherever possible.
- **Checking of UPS-** panels, battery condition, checking initiating necessary actions with AMC provider in case of the breakdown.

3. HVAC

- Record required parameters and log sheets for the chiller & HVAC system. Round the clock Operation of Chillers, pumps, cooling towers. Carrying out preventive maintenance as scheduled will be done if not covered under AMC contractor for major breakdowns & monitoring.
- Major overhaul & Break down Maintenance of chillers will be coordinated with OEM Contractor.
- Air Handling Units, Fan Coil Units, Ventilation system Routine services like air filter cleaning, motor greasing, belt tightening & replacement, motor & alignment, cleaning of cooling coils as scheduled.
- Checking and replacement of faulty valves, gaskets, drain line clearing.
- Major Breakdowns will be coordinated with AMC Contractor.
- Maintain comfort air temperature 26+-2 deg

4. Mechanical Services

- **Plumbing** Checking availability of water and refilling as per requirements from pumping station and minimize loss of water informing concerned authorities for further action.
- Water Pumps & Hydro Pneumatic System Operations and minor service of pumps like greasing, checking alignment, tightening & replacement of gland packing, cleaning strainers.
- **All Drainage System** Checking and clearing drains choke ups. Replacement of washers, taps & other fittings.



• Minor repairs to all Plumbing accessories.

5. Firefighting Equipment

- Fire Hydrant and accessories: Operation and maintenance of fire-fighting system, including but not limited to Operations of fire Hydrant hoses in case of emergency, testing of the same at regular intervals for proper functioning. Minor repairs to the system. Checking of Hose reel system, maintaining required pressure in wet rise system, maintaining diesel stock at Diesel Pump, maintaining records of tests. Maintain logbook of test/operations. Overhead water tanks to be kept filled.
- **Portable Fire Extinguishers** Checking & ensuring all fire extinguishers are in working condition and initiate necessary actions for refilling etc & recording related data.
- Regular cleaning of smoke detectors to avoid false alarms; check & clean mimic panels & related systems for proper operations. Coordination with OEM in case of major Breakdowns/problems.
- Ensure proper pressure in the fire hydrant system

6. Lifts (Elevators)

- The scope of work includes operation (as applicable), servicing, repairing and maintenance of 05 No. of Lifts (Elevators) [04 Passenger (B+G+6) and 01 Service (B+G+6)]
- Responsibility to maintain Lifts (Elevators) in a healthy state all the time, to plan and undertake preventive maintenance of Lifts (Elevators) at regular intervals and attend routine maintenance activity every day and other additional required duties mentioned in the bid.
- Includes Preventive maintenance, Breakdown Maintenance, Routine Monitoring and maintenance & Testing of the Lifts (Elevators) as per the standard checklist provided by the Client and to be carried out as per the requirement decided by the Client.
- Adherence to various obligations as mentioned under service provider obligations.
- The services shall be carried out as per the CPWD general specification for electrical works (Part-III), Lift & Escalator-2003 as amended up-to date.

7. Planned Preventive Maintenance

• A comprehensive Planned Preventative Maintenance (PPM) program must be maintained at all times. Outstanding PPM's must be addressed with USDMA on a monthly basis. The Planned Schedule must be submitted to USDMA at least 3 weeks in advance to ensure all actions required have been identified. All PPM work is subject to approval from USDMA.

8. Other Equipment

• Break down Maintenance / major repairs of other equipment like Security equipment, Card Readers, PA system; Office Equipment like Fax machines, Xerox Machines, Projectors, Communication systems will be coordinated through AMC contractors.

9. Other Services

- Tracking and submitting inventory reports of all consumables on a monthly basis / as and when required.
- Tracking and submitting all utilities consumptions and costs on a monthly basis.



C. RUNNING, OPERATIONS & MAINTENANCE OF SEWAGE TREATMENT PLANT (STP)

- **1.** The premises is zero discharge and is provided with **01 No. (30 KLD)** Sewage treatment plant at USDMA Building premises.
- **2.** The details of STP and other parameters is as per ISO standards.
- 3. The scope of work includes:
 - a. 24x7 running operation and maintenance of the STP plant- Regular checking of parameters required for smooth operations of the plants. All measures to operate plants satisfactorily.
 - b. The plants will be operated by trained operators supervised by a Qualified Supervisor, who will maintain necessary log books on a daily basis, records of internal and external testing, submit periodic reports etc.
 - c. Regular dosing of chemicals in the system
 - d. Regular backwash and rinsing of Multi Grade filter, activated carbon filter
 - e. Regular cleaning of bar screen
 - f. Checking parameters like color odor pH etc. for smooth operations and take immediate action for corrective measures in case of deterioration in any parameter
 - g. Visit technical expert/s once in a month to review performance of the plant. An Engineer from the Head office of the agency would visit the site, monitor and manage the activities at site to provide necessary technical backup to the site from Head office or otherwise. He will visit the site to oversee the entire operations and initiate any major R&M works as required.
 - h. Own maintenance calls- Unlimited break down calls on as required basis. The breakdown calls will cover 24x7- breakdown calls within 24 hours of the time of complaint.
 - i. Schedule maintenance calls- At least 4 (four) scheduled calls as per the program for regular preventive maintenance.
 - j. A complaint escalation matrix is to be provided by the vendor.
 - k. The vendor shall ensure Testing of STP treated water samples as per ISO standards once in a monthly from approved laboratory and report to be submitted by 05th of every month.
 - l. To coordinate with the maintenance team of USDMA for any repairs and spares requirements.
 - m. Undertake regular preventive maintenance of all mechanical equipment as pumps, valves etc. and take corrective action whenever required for smooth operations.
 - n. All tools required for day-to-day running and vendors will provide maintenance of the plant.
 - o. All printed log books required for the plants will be provided by the vendor.
 - p. The treated water to be supplied for Horticulture and other specified uses.
 - q. Record hourly data of the operations. Maintaining all sorts of records as per requirements viz sheets of system performance, chemical consumption records, electrical consumption records, daily inlet outlet discharge quantities.
 - r. The Vendor shall fulfill the requirements of various law enforcing agencies / local authorities, such as Pollution Control Board etc.
 - s. Manpower deployment:
 - Operator: Minimum one for 09 hrs. shift i.e., from 09:00 AM to 06:00 PM, for running operations maintenance.

The vendor will be responsible for the safety of their deputed staff during performance of duty at site. The vendor shall ensure necessary training to supervisors to enhance plant performance and efficiency. The supervisor shall maintain the duty roster and the staff should wear photo-identity cards.

t. In case, any of the staff is not found up to the mark and not able to do work properly, he will have to be changed as per the instructions of the USDMA.

u. The agency shall not engage any staff below the age of 18 years. All the staff deployed by the agency shall be medically fit and their antecedent be verified prior to the deployment in the USDMA. The agency shall be responsible for the health and wellbeing of his staff. All precautions and care to be taken to prevent spread of Covid pandemic amongst the workers and occupants by ensuring Covid Appropriate Behavior and following all directions and guidelines issued by the USDMA and the Govt. Authorities.

v. The agency shall render all assistance in obtaining approvals as required from local authorities for plant operations.

w. The Contractors will attend all Minor Electrical breakdowns. Major breakdowns/replacements /servicing/repairs in pumps panels motors shall be done by the Client by the Contractor /any other agency separately.

x. Client will provide sewage water, electricity on continuous basis.

y. All the materials/chemicals to be used for the operation of STP plants should be of the best quality. All chemicals shall be provided for in the contract value and no extra shall be payable, However, all replaceable spare/parts shall be extra as per actuals.

D. RECEPTION/RELATIONSHIP MANAGER:

1. Objectives:

- To provide exceptional customer service to visitors/stakeholders and Government officials and clients.
- To ensure efficient management of the reception area.

2. Scope of Work:

- Provide trained and experienced reception staff.
- Manage the reception area, including receiving visitors, answering phone calls, and handling emails.
- Perform administrative tasks, such as data entry and record-keeping.
- Maintain confidentiality and handle sensitive information with discretion.

3. Requirements:

- The staffs deputed by the firm for the aforementioned services should have experience in providing reception services
- Staff should be well-groomed, courteous, and proficient in English.

4. Deliverables:

- Trained and experienced reception staff.
- Efficient management of the reception area.
- Timely completion of administrative tasks.
- Night Shift Provision for Relationship Manager



5. Night Shift:

The Contractor shall provide a Reception/Relationship Manager at the reception of the USDMA Building during night shifts, as per the directions of the Authority, with the following Terms and Conditions:

- The Relationship Manager provided during night shifts shall be included in the overall scope of work.
- The rates for the night shift Reception/Relationship Manager shall be the same as quoted in the Bill of Quantities (BoQ).
- The Contractor shall ensure continuity of services without any disruption.
- The night shift timings shall be as specified by the Authority from time to time.

Night Shift Details: Timing: 08 PM to 6 AM

Responsibilities:

The Relationship Manager provided during night shifts shall:

- Manage reception and visitor services.
- Handle queries and provide assistance.
- Ensure security protocols are followed.
- Perform tasks as directed by the Authority.

E. STANDARD SERVICE PROVIDER OBLIGATIONS

- 1. The service provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- 2. A complaint escalation matrix is to be provided by service provider.
- 3. The service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.
- 4. The service provider will be required to submit a list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff/workers.
- 5. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
- 6. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the client of the above change.
- 7. The persons deployed by the service provider shall solely be the responsibility of the service provider and Client shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Client/Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the USDMA's premises and shall be responsible to fulfil all

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- obligations under applicable laws without any recourse to the client.
- 8. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the Client will not be liable for any non-compliance.
- 9. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the service provider.
- **10.** The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- 11. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 12. It is the sole responsibility of the service provider to disburse wages timely to all its deployed personnel and the client has no responsibility in this regard.
- 13. The service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by client.
- 14. The service provider shall produce to the client the details of payments of salary/ wages, statutory benefits like EPF, bonus, leave, relief etc. to its personnel from time to time or as required by client.
- 15. Attendance of man power shall be entered in attendance register on regular basis. The same shall be made available for verification to the client/client's authorized representative, as and when required.
- 16. Tax deduction/collection at source for the service provider shall be governed by the prevailing rules.
- 17. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the client shall not have any liability whatsoever on this account.
- 18. The service provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.
 - a. If required by the Client and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the service provider.
 - b. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the client. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the client, if directed by the Client. The service provider shall not deploy or shall discontinue deploying such person(s).
- 19. The service provider shall get the police verification done for all its deployed personnel at site
- 20. The service provider shall ensure medical fitness of all its deployed personnel at site.
- 21. The service provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.

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- a. In an event that the service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the service provider at his own cost shall make an alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke a penalty and the client shall have the right to recover damages as per the provisions of the contract.
- b. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them.
- 22. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the client/ client's representative for verification and endorsement, if required.
- 23. The service provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the client.
- **24.** All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service provider at their own cost.
- 25. The service provider would always keep adequate number of equipment (in working conditions) at the USDMA's premises which is needed to ensure smooth function of this contract covering the scope of work.
- 26. The service provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines.
- 27. The service provider shall depute adequate manpower to ensure round-the-clock operation and preventive/minor break-down/routine repair & maintenance work/ service as per details specified in the scope of work.
- 28. The service provider shall deploy the manpower as mentioned by the Client in the contract.
- 29. The service provider shall submit a monthly report and a comprehensive report after each preventive maintenance to Client's authorized representative. The format of the report shall be jointly agreed upon at the start of contract between the Client and the service provider.
- **30.** Deployed man power should be capable of taking up any repair and maintenance work of his area of the system independently. The service provider's supervisor shall ensure that his manpower is available at the site at all times.
- 31. In case any loss is incurred by the client owing to the negligence or mishandling by the deployed personnel of the service provider, the service provider shall be responsible to make good the losses suffered by the Client.
- 32. Any damages caused by the service provider in existing facilities while carrying out the work shall be made good by the service provider to Client's entire satisfaction at their own risk and cost.
- **33.** In case of hazardous nature of work, the service provider should provide appropriate manpower that has past experience of undertaking hazardous/similar nature of work.
- **34.** The service provider shall provide prior information to the Client and obtain necessary approvals, for any hazardous material being brought to the site and service provider shall ensure safe and secure storage and usage of such material.
- **35.** All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract.

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- 36. The service provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- 37. No work may be carried out near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the Client/authority in charge
- 38. The service provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the client's premises, the violation will attract suitable penalty.
- **39.** The service provider must ensure that their personnel do not report for duty in inebriated state. Any violation will attract suitable penalty on the service provider
- **40.** The service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the service provider's own expenses and the Client shall not be responsible for any material/personnel loss of the service provider.

41. Facilities for Workmen

- a. The service provider shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.
- b. If any illness of an epidemic/pandemic nature breaks out, the service provider shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.
- c. The service provider shall, at all times, take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighborhood of the work.
- d. The service provider shall ensure that the provisions of facilities for workmen clause are complied with by his sub-service providers/contractors as well.
- e. The service provider shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, wherever necessary or required by the Client or by any authority for the protection of the Works or for safety and convenience to the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or repair.
- f. All spare parts or consumables to be supplied by the service provider, if applicable, shall be properly wrapped and packaged so that they are preserved in original as new condition under the normal conditions of storage anticipated at site. All such spare parts/consumables shall be properly tagged and coded for proper identification so as to facilitate its intended usage. They shall be packaged separately and clearly marked as Spare Parts/Consumables and brought to the site in accordance with instructions/approval from the client. Packing lists shall be maintained so that the parts can be handled without unpacking/uncrating.
- 42. The service provider shall clearly intimate, well in advance, any special storage/protection

requirements for spare parts/consumables under their scope of supply

- 43. In case spare parts/consumables are to be provided by client, the Service Provider will maintain inventories and follow up with the client/authorized representative of the client, for regular supplies of such material. The service provider shall ensure that requests for spare parts/consumables are raised well in advance to ensure no downtime of machines and equipment's due to non-availability of spare parts/consumables.
- **44.** In case spare parts/consumables are to be provided by the client, old and used spares/items shall be returned by the service provider to the client immediately after completion of job/work.
- **45.** If the spare parts/consumables issued by the Client are found to be misused or wasted by the service provider, the service provider shall be liable to pay compensation as may be fixed by the client.
- **46.** The service provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the Client harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.
- 47. Insurance: The service provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the service provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of service provider or not, if caused by the action of negligence on the part of the service provider. The client will not share any responsibility or liability fully or partly on above. The decision of the client in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

48. Penalties:

- Penalty @ INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e. on (or) before 05th of every month (or) within three days of credit of salaries, whichever is earlier.
- Penalty @ INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc to the employees within thirty days of commencement of contract.
- Penalty @ INR 1000/- per person per month will be charged from the contractor, if the uniforms & shoes are not given within thirty days of commencement of the contract. Penalty shall be levied from the day of completion of thirty days.
- Penalty @ INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the commencement of contract.
- The Contractor must mandatorily submit **Provident Fund and ESIC challan** along with successful payment receipts of the previous month along with the current bill raised. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective PF and ESIC challan by the Contractor. Failing to submit the challan as stated, penal deduction of Rs. 1000/- per day will be levied on contractor from the due date of deposit of PF & ESIC. Contractor shall obtain separate account head from PF authorities to be

used exclusively for the employees deployed by the contractor at USDMA Building, Dehradun.

• Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract and forfeiture of the Security Deposit submitted to the Client in the form of BG.

Note: The Secretary USDMA's decision on imposing any penalty on the contractor shall be final and binding on both the parties. This decision shall not be subject to dispute or appeal, and the parties hereby agree to accept the Secretary's decision as final and refrain from seeking judicial review or pursuing any dispute resolution mechanism and challenging the Secretary's determination.

49. Staff Replacement and Response Time

The Contractor shall be responsible for ensuring that any replacement of staff provided by them shall be done promptly, and in any case, within 2 (two) hours from the time of notification of the need for replacement.

Responsibilities:

- The Contractor shall maintain a standby pool of qualified and trained personnel to facilitate timely replacements.
- The Contractor shall notify the Authority immediately upon becoming aware of the need for staff replacement.
- Replacement staff shall meet the same qualifications, skills, and experience requirements as the original staff.
- The Contractor shall ensure seamless continuity of services during staff transitions.

Non-Compliance:

Failure to replace staff within the stipulated 2-hour timeframe shall be considered a breach of contract, and the Authority reserves the right to:

- Impose penalties as specified in the contract.
- Terminate the contract, if repeated instances of non-compliance occur.

Response Time Exceptions:

The 2-hour response time may be extended only under exceptional circumstances, such as:

- Natural disasters or force majeure events.
- Unforeseen circumstances beyond the Contractor's control.

In such cases, the Contractor shall notify the Authority within 1 hour, providing justification for the delay and an estimated time for replacement.

Record Keeping:

The Contractor shall maintain accurate records of staff replacements, including:

• Date and time of notification.



- Reason for replacement.
- Time of replacement.
- Details of replacement staff.

These records shall be made available to the Authority upon request.

50. Display of Contractor's Contract Information:

The Contractor shall ensure that the following information is prominently displayed at each floor of the USDMA Building, nearby lift areas:

- Facility Manager's name
 - Facility Manager's contact details:
 - Phone number (mobile and landline)
 - Email ID
- Supervisor's name
 - Supervisor's contact details:
 - Phone number (mobile and landline)
 - Email ID

Display Requirements:

- 1. The information shall be displayed on a clear and readable signboard.
- 2. The signboard shall be placed in a conspicuous location, easily visible to occupants and visitors.
- 3. The information shall be updated immediately in case of any changes.

Responsibility:

The Contractor shall be responsible for:



- 2. Updating the information as necessary.
- 3. Maintaining the display signboards in good condition.

Purpose:

This requirement aims to facilitate easy communication and prompt resolution of issues related to facility management services.

51. Equipment Responsibility and Ownership_

The Contractor shall be solely responsible for procuring, maintaining, and operating all machines/equipment necessary for comprehensively performing the tasks under this contract.

Equipment Acquisition:

The Contractor shall acquire the necessary equipment through rental, lease, or purchase, at their own expense. USDMA shall not provide any financial assistance or reimbursement for equipment acquisition.

Ownership

All equipment used by the Contractor shall be the property of the Contractor exclusively. USDMA shall not have any claim or interest in the equipment.

Responsibility for Maintenance and Repair

The Contractor shall be responsible for:

- 1. Regular maintenance of equipment.
- 2. Prompt repair or replacement of defective equipment.

Equipment Specifications

The Contractor shall ensure that all equipment meets the following requirements:

- 1. Meets industry standards and best practices.
- 2. Complies with relevant laws and regulations.
- 3. Is suitable for the tasks and services required.
- 4. Must be ISI Certified

No Liability for Equipment

USDMA shall not be liable for any damage, loss, or destruction of the Contractor's equipment.

Indemnification

The Contractor shall indemnify and hold harmless USDMA against any claims, damages, or losses arising from the use, maintenance, or operation of the Contractor's equipment.



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APPENDICES

APPENDIX-A

A. NATURE OF SERVICE AND FREQUENCY OF PERFORMING THE SERVICES

A. BUILDING MANAGEMENT SYSTEM (BMS) ROOM OPERATOR SERVICES

S. No.	Nature of Services	Frequency
1	Provision of experienced BMS operation with adequate/desired experience in the similar building to perform duties entrusted to them.	Daily

B. MECHANICAL/ELECTRICAL/PLUMBING:

S. No.	Nature of Services	Frequency
1	Providing skilled MEP technician with all required tools on all days including Sundays and holidays	Daily
2	Removing choke-ups in all the plumbing installation inside the bathrooms, toilets & kitchen/pantry and common areas, plumbing ducts, sever lines, supply lines etc.	As & when required.
3	Attending to leakage from taps, showers, flushing cistern, etc., at all floors, duct areas and outside premises so as provide "first-aid" solutions to prevent any damage & coordinate with warranty provider to undertake necessary repairs.	As & when required
4	Repairs to plumbing & sanitary fittings like flushing systems CI/PVC/Ceramic etc., including removal of siphons, bells, float valves, provision of cotter pin, plunger washers, nut and bolts for siphon, 'S' hooks, Ball-cock etc. including removal and re-fixing with new accessories of appropriate sizes and making it in working Condition. In case of warranty the technician shall coordinate with warranty service provider and resolve the issue.	As & when required
5	Operation of sewage treatment plant (STP) & all Sewage/drainage line, inspection chambers, floor traps, etc. to bechecked & cleaned inside the Premises up to Municipal Manhole (including removal of debris, sludge etc. from the line/ chambers and also out of the Premises)	Quarterly and as and when required to ensure free flow.
6	Keeping the rain water outlets on terraces, canopies, free of debris, foreign materials, etc. to ensure quick flow of water from terraces etc.	As & when required
7	Disconnecting and reconnecting plumbing connection in case of water heaters, geysers, boilers, coolers, electrical gadgets, whenever such electrical gadgets are required to be Replaced/repaired.	As & when required



8	Operation of water pumps & Disconnecting and reconnecting suction and delivery connection of water pumps whenever the pumps are required to be taken away for repairs/replacement. Removal of air locks from suction lines/deliverylines as and when required	As & when required
9	Operation of Generator set of building and rifling of fuel and other lubricant as per the requirement	As & when required
10	Operation & maintenance of HVAC system and coordination with warranty service provider for troubleshooting and to resolve the issue	As & when required

Note:

- ii. All the above-mentioned scope of works is indicative and not exhaustive; USDMA reserves the right to add/delete any work under the scope of work. However, the Contractor has toproperly maintain the campus/Building / Premises.
- iii. Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- iv. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- v. Manager/Supervisors should visit different floors from time to time to ensure the smooth functioning of the works.
- vi. All the consumables should be of specified make or equivalent brand of ISI mark as approved by the USDMA.
- vii. The Materials to be used for Pest Control should be Govt. approved as well as ecofriendly.
- viii. The service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by Client.

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B. SERVICE LEVEL ARRANGEMENTS (SLA)

Chart 1: Severity Levels and time allowed for attending to the problems under each level of severity.

Severity Level	Impact of Severity	Response Time	Recovery Time	Timeline of status report to authority
Severity 1	Severity Impact on the operation of the USDMA- Unable to operate	Immediate – on logging of the problem	Withing 10- 30 mins	Atleast Every hours
Severity 2	USDMA's operation are degraded but able to operate (with back-up measures)	If Problem is logged before 1700 hours to be attended on the same day; and if logged after 1700 hours to discuss with the authorities of the USDMA whether to be attended the same day or next day	Within 4-8 hours	Atleast Once a day or as desired by the authority of the USDMA
Severity 3	Low impact on USDMA's operations though detrimental, but not an immediate area concern	Problem to be attended to within same or next day after it's logging.	Within 24 hours	Atleast Once in two working days
Severity 4	Zero impact on USDMA's operations-Required for improving or for value addition to services	Problem to be attended to during course of preventive breakdown maintenance (as and when).	Within 30 days	Atleast Once in 10 days

Recovery time includes interim measures. However, final resolution may involve procurement of spares and mobilizing of third-party OEM/vendors.

Note:

• An amount of Rs. 1000/- per day will be levied as a Penalty from the Contractor, if found that the work is being hampered and the service provider is not performing the tasks as per the above stated Serenity order. If the Contractor fails to perform as per the satisfaction of USDMA for a period of minimum 15 days, the penalty as incorporated in the tender document of the Contractor by USDMA will be invoked.



Chart 2: Broad description of problems to be addressed under each level of severity

Problem Type/Level	Problem Reported/Type of request
Severity 1	 Power Shutdown All the DGs shut down Shutdown/breakdown of Elevators Main server room – Power or AC Shutdown All elevators of residential or hostel or academic block are nonfunctional Shut down of Fire-fighting / detection systems HVAC shut down Stock of diesel – NIL Water supply to the USDMA shut down Complete shutdown of UPS
Severity 2	 Critical damage to Building Structure/Façade Serious problems with fire fighting / detection, HVAC and electric supply systems (not amounting to shut down) Water Supply shut down to the building Chocking of Sewerage / drainage Serious issues with Premises cleanliness/security Fan coil unit not operating
Severity 3	 Minor lapses in security, Parking problems/conflicts Partial blockage in drainage/sewerage/water supply systems. Building Maintenance issues Issues with Common Areas & Amenities, Minor problems in MVAC/electrical / fire-fighting & detection systems / Lighting/ UPS point.
Severity 4	 Infrastructure works Material shifting



C. MANPOWER OUALIFICATION AND EXPERIENCE CRITERIA

Sr.	Particular	No.	Catagory	Office Timings	Mannatuan
No.	Particular	NO.	Category (Skilled/ Semi-Skilled)	Office Timings	Manpower Category Along with Qualification
1.	Building Facility Manager	01	Skilled	09:00 AM to 06:00 PM	Post Graduation with Minimum 05 Years of Experience in Government Sector/Projects/ PSUs Note- Preference will be given to candidates holding Diploma in Hotel Management/Hospitality Management or similar along with PG Degree
2.	Supervisor	01	Skilled	09:00 AM to 06:00 PM	Graduate or above with Minimum 5- year experience in in Government Sector/Projects/ PSUs
3.	Reception/ Relationship Manager	03	Skilled	To be deployed in 3 shifts 1st Shift: 06.00 AM to 02.00 PM 2nd Shift: 02.00 PM to 10.00 PM 3rd Shift: 10:00 PM to 06:00 AM	Graduate with minimum 05 years of Experience in Government Sector/Projects/PSUs
3.	BMS Room Operator	03	Skilled	To be deployed in 3 shifts 1st Shift: 06.00 AM to 02.00 PM 2nd Shift: 02.00 PM to 10.00 PM 3rd Shift: 10:00 PM to 06:00 AM	Graduate with minimum 2 years work experience in Building Management in a high-rise building with knowledge of computer, security and safety will be preferred



/Lift Operator 2 shifts with Minimum 3 Years of relevant experience in similar field. 1st Shift: 7.00 AM to 3.00 PM 2nd Shift: 3.00 PM to	nt)	10th /12th + ITI (electrician/relevan	To be deployed in	Skilled	02	MEP/Fire/DG	4
1st Shift: 7.00 AM to 3.00 PM 2nd Shift: 3.00 PM to		with Minimum 3 Years of relevant	2 shifts				
7.00 AM to 3.00 PM 2nd Shift: 3.00 PM to		experience in similar field.				, ,	
to 3.00 PM 2nd Shift: 3.00 PM to			1st Shift:				
3.00 PM 2nd Shift: 3.00 PM to			7.00 AM				
2nd Shift: 3.00 PM to			to				
3.00 PM to			3.00 PM				
3.00 PM to							
to			2nd Shift:				
			3.00 PM				
11.00 PM			to				
			11.00 PM				
5. HVAC 01 Skilled 9.00 AM 10th/12th + ITI (relevant) with		10th/12th + ITI (relevant) with	9.00 AM	Skilled	01	HVAC	5.
Technician to Minimum 3 Years of relevant		Minimum 3 Years of relevant				Technician	
6.00 PM experience in similar field.		experience in similar field.	6.00 PM				
The above duties shall be as per the	,	The above duties shall be as per the					
requirement of USDMA office working		-					
duration.							
6. Plumber/STP 01 Skilled 09:00 AM Plumber/STP Operator with minimu	um	Plumber/STP Operator with minimu	09:00 AM	Skilled	01	Plumber/STP	6.
Operator to 3 years of experience.		3 years of experience.	to			Operator	
06:00 PM			06:00 PM	7/-			

Note:

- Timings of the Staff can be varied as per the directions of the Secretary, USDMA/ ACEO (Admin) USDMA in the public/ administrative/ or project interest.
- Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.
- For Reception/Relationship Manager, the deployment of staff at Night Shift will be decided as per the requirement of the Employer (Pls. refer Point D under Scope of Work at Pg. 18)
- One Reception/Relationship Manager shall also be provided by the contractor during office timing i.e., from 09:30 AM to 05:30 PM at the USDMA Building as per the rates quoted in the BoQ, as & when required or as per the direction of the Authority/Secretary USDMA.
- Staff can be called for performing the duty(s) even during Nights at the time of VIP movement. It will be the contractor's responsibility to make such provisions withing two hours of notice issued by the Authority, as per the rates quoted by the contractor in the BoQ.



APPENDIX - B

A. <u>LIST OF CONSUMABLES, TOOLS AND TACKLES, MACHINES / EQUIPMENT TO BE ARRANGED BY THE CONTRACTOR</u>

The above-mentioned works have to be carried in mechanized system for which the essential equipment is listed as under:

Sr.	ъ.	Availability (Y/N)			
No.	Equipment				
I.	General Tools				
1	Safety Helmet				
2	Anti mosquito fogging machine with chemicals for spray etc.				
3	Electrically driven cradles with safety equipment for facade cleaning and repairs as and when required				
4	Hydraulic ladder for upto 40ft height rooms as and when required.				
5	Ledger Prop Cup lock scaffolding arrangement as and when required				
6	Safety Shoes				
7	Tower hanging kit (200m rope)				
8	Other equipment as per the requirement				
**					
II.	Electrical Tools				
1	Screw Driver set (taparia)				
2	Screw Driver (+_)				
3	Combination pliers				
4	Nose pliers				
5	Line Tester				
6	Tong Tester				
7	Multimeter				
8	Earth tester				
9	Crimping Tool 16 mm to 300mm				
10	Lux meter				
11	Laser Gun 14				
12	D- spanner set				
13	Ratchet set				
14	Ring Spanner set				
15	Goti set				
16	Meggar				
17	HT Hand Gloves				
18	LT Hand Gloves				
19	Drill Machine				
20	Hammer Drill Machine				
21	Electrical Grinder				



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22	Air Blower	
23	Allen Key	
24	Tool Bag	
25	Grease Gun	
26	Portable Welding Machine- Compact with protection glasses and	
	welding rods as required	
27	TIG welding arrangement	
28	Thermometer Gun for HVAC	
29	Other equipment as per the requirement	
III.	HVAC Tools	
1	Temperature Meter	
2	Screw Driver Set	
3	Combination Player	
4	Anemometer	
5	Hammer	
6	Chisel 6", 8", 12"	
7	Pipe Ranch 10"	
8	Ring Spanner Set	
9	D-Spanner Set	
10	Multimeter	
11	Slide Ranch 10", 12"	
12	Serco Meter	
13	Laser Temperature Gun	
14	Pipe Spring Bender 5/8	
15	Bracing Set for AC Copper Pipe	
16	Allen Key	
17	Tube Cutter Big	
18	Other equipment as per the requirement	
IV.	Plumbing Tools	
1	Monkey Pliers Screw Driver Set	
2		
3	Hammer 1 KG Combination Plier	
5	Hex Saw	
6	Chisel 12"	
7	Screw driver 9 inches, 12 inches	
8	Slide Wrench 6 and 10 inches	
9	Pipe Wrench, 14 inch and 18 inches	
10	Other equipment as per the requirement	
	emer equipment up per une requirement	

Note: All the equipment(s)/machines etc. to be provided by the contractor must be ISI Certified.



B. DETAILS OF PREMISES OF USDMA

Sl.	Name of the Premises	Total No. of Floors	Approximate
No.			floor area
1	USDMA Building, 36 IT Park,	Main Building:	11,000 sq. mtr.
	Sahastradhara Road, Dehradun-	(i) One Basement + GroundFloor	
	248013, Uttarakhand	+ 6 Upper Floors	

Note: There may be marginal variation in area on either side. No extra claim will be entertained for variation in area of any buildings.





SECTION-III

ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Documents to be submitted	Pls. mention Page No.
1	The bidder must be a Firm / Proprietary / Partnership/ Company registered under Companies Act at least for the minimum 05 years in the field of Building Management/ Facility Management/ Property Management & Maintenance works.	 -In case of Proprietorship concerns copy of License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. 	3
	4	-In case of company, copy of Certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.	
2	Two Similar Completed works Each one having "Annual Contract Value" not less than Rs 50.00 Lakh Or One Similar Completed work having "Annual Contract Value" not less than Rs. 1.00 Cr. In Central or State Government Departments/ Organizations/ PSUs/ Universities/ Banks only. in the last 3 F.Y. (2021-22,2022-23,2023-24)	Copy of the Work Orders/ Contract Agreements/ Completion or Ongoing Certificate(s) along with Performance Certificate(s) issued by the Principal Employer(s) relating to the works carried out during the last 3 Financial Years: • Work Orders only from principal Employers demonstrating similar nature of experience, will be considered. • Contract Agreements: Contract agreements will be evaluated for scope, duration, value and No. of staff deployed. • Completion Certificates Completion Certificates will be considered as proof of successful completion/execution of the Assignment. • For Ongoing Services: Submission of paid amount equivalent to the amount stated, must be submitted by the bidder.	
		• For PPP Contracts: PPP contracts with similar nature can be considered, if the firm submits a	



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		certificate from its Chartered Accountant along with the pre- detailed statement indicating the details of housekeeping services being provided under the PPP Contract.	
		Note: • Please note that all the documents referring to the experience should be from Central or State Government Departments/ Organizations/ PSUs/ Universities/ Banks/ Reputed Private Institution only.	
	4	 Similar Experience means providing Building Management & Maintenance Services Building Management/ Facility Management / Property Management & Maintenance works. 	
3	Annual turnover of minimum of Rs 1.00 Cr. achieved, during any one of the last three F.Y. year (2021-22, 2022-23 & 2023-24) duly attested by CA, should be enclosed with technical bid.	 Copies of returns submitted to the Tax authorities such as ITR etc. Turn-Over Certificate issued by CA on the CA Firm's Letter head. 	
4	Rs. 50 Lakh Solvency certificate of bidder issued from any Nationalized Bank as per RBI Act/District Magistrate/Revenue Department which shall not be older than 6 months from the last date of submission of bids	 The Solvency Certificate shall be issued within the last 6 months from the date of submission of bids. The solvency Certificate must be addressed to ACEO (Admin), USDMA only. 	
	आपदा सुर्वि	- The Solvency Certificate must be unconditional.	
5	Bidder have to upload GST Challan of Month August, September & October 2024 in the technical bid.	- Certified copies of supporting documents to be attached.	
6	Bidder should have experience in providing similar BMS services in at least one 15-meter, muti-story buildings (minimum 05 floors) of Central or State Govt. departments/organizations, Public Sector Undertakings (PSUs), Universities, Banks, Reputed Private Institution	- Provide proof duly certified by the employer(s).	



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7	Bidder has to upload EPF & ESI challan for the Month of August, September & October 2024 and also EPF, ESI ECR of August, September & October 2024 in the technical bid.	- Certified copies of supporting documents to be attached.	
8	Bidder must have ISO 9001-2015 Certificate. Bidders have to upload certificate in technical bid.	- Certified copies of supporting documents to be attached.	
9	Bidder must have an established office at Dehradun Or	- For Address proof, the bidder must submit the copy of Rent Agreement or Proof of Ownership	-
	Bidder must submit an undertaking on Company's Letter Head, confirming establishment of bidder's office in Dehradun within 15 days of issuance of LoA, before the signing of the contract.	- Signed Undertaking on Company's Letter Head by the Authorized Representative of the firm	
10	The bidder shall have the following Registrations and details of the same be provided in the Technical Bid: (a) PF Registration: (b) ESI Registration: (c) GST Registration: (d) Valid License issued by Regional Labor Commissioner (e) Registration Certificate under the shop establishment act.	- All copies must be attested by the authorized signatory of the firm need to be attached	
11	There should be no case pending with the police against the Proprietor/Firm/Partner of the company (Agency). Or Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, in India.	- The declaration must be submitted in writing on 100 Rs. Non judicial stamp paper and hard copy of original Stamp paper should be deposit alongwith other original documents in the office of USDMA before the last date of tender opening.	
12	The bidder must have the positive Net Worth at the time of submission of bid	- A certificate from Chartered Accountant, confirming the Positive Net Worth calculation.	
13	The bidder shall provide a Character Certificate issued by District Magistrate only.	- The Character Certificate shall be issued within the last 6 months from the date of submission of bid.	
14	Bidders have to provide a written statement regarding acceptance of all term & condition mentioned in tender doc on firm Letter Head.	- To be submitted on Company's Letter Head.	

Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.



We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor With Seal



SECTION-IV

CONDITIONS OF THE CONTRACT

1. **DEFINITIONS**:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between USDMA and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

'Employer means USDMA having its Office at USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the USDMA.

'The Contractor or Contractors' means the firm, company or person engaged by the USDMA to carry out the work. It shall also include their legal representative(s), successors or assigns.

'Site' means USDMA Building, where the works are to be carriedout.

'Contract value' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

'The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.

'Works' or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kindsto be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

"Uttarakhand State Disaster Management Authority (USDMA) Building, 36 IT Park, Sahastradhara Road, Dehradun- 248013, Uttarakhand"

'EMD' means Earnest Money Deposit as security of the tender.



'BG' means Bank Guarantee issued by the bank for performance guarantee & EMD

2. LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

3. INSPECTION OF SITE:

The bidders are advised to inspect the building and examine finishes (glass, aluminumcomposite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates, building fixtures/ fittings, etc.) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at site office at USDMA building as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

5. WORKS TO BE CARRIED OUT:

The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

7. AWARD OF CONTRACT:

(i) The USDMA will award the contract to the successful lowest bidder whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

- (ii) The USDMA reserves the right to increase or decrease the quantum of service tobe provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the USDMA.
- (iii) The USDMA reserve their rights to split the scope of work to different agencies within its sole discretion.

8. SIGNING OF CONTRACT DOCUMENTS

The successful bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of USDMA within 15 days from the receipt ofintimation of acceptance of the bid by USDMA. However, the written acceptance of the bidder by the USDMA will constitute a binding agreement between the USDMA and successful bidder whether such formal agreement is subsequently entered into or not.

9. WORK ORDER:

Within the validity period of the bid, the Employer shall issue a work order by registered post/courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful bidder shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value.

11. EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish EMD of **Rs. 2,00,000/-** in the form of DD/Banker's Cheque/FDR/BG in favor of ACEO (Admin), USDMA payable at Dehradun. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

12. FORFEITURE OF EMD:

USDMA reserves the rights to cancel the order and forfeit the EMD if,

- a. Security Deposit is not submitted within the stipulated time;
- b. Agreement is not entered within stipulated time;
- c. If the bidder revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.
- f. If a Bidder makes any statement or encloses any form which turns out to be false /



incorrect at any time prior to signing of contract

13. PERFORMANCE SECURITY DEPOSIT (PSD):

- i. The successful bidder should submit a Security Deposit for 5% of accepted "Annual Contract Value (Including GST)" in the form of DD/Banker's Cheque/FDR/TDR/BG issued by any Nationalized Bank in favor of "ACEO (Admin), USDMA". A/c M/s (Name of the Contractor firm)" payable at Dehradun within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The Performance Security Deposit (PSD) must be:
 - Unconditional,
 - Irrevocable &
 - Non-Transferrable
- iii. The Performance Security Deposit shall be valid for forty-five (45) days after the date of completion of performance obligations or contract period.
- **14.** The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of USDMA, the contractor shall be personally responsible and shall make good the loss forthwith.
- **15.** All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of USDMA and the contractor each day on completion of work.
- **16.** Without prejudice to any rights or remedies under this agreement if the contractor dies, the USDMA authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

17. INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer USDMA, a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of of Rs 10 lac each, for any typeof accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.



- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the USDMA. Nothing extra shall be payable on this account.

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

No subletting is allowed.

19. DAMAGE TO PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to USDMA due to his fault or due to negligence of his staff, USDMA reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the worksand shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

The Contractor should ensure that sufficient and appropriate type of cleaning material for cleaning of tiles, floors surface etc. are used for cleaning. Any damage caused to the property of the USDMA due to the negligence and or use of substandard material on the part of the contractor's men will be liable to be compensated by Contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

20. CONTRACTOR TO SUPPLY TOOLS, MACHINES ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipment to be deployed by the contractor should be enclosed.
- The equipment to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to USDMA.
- The contractor should ensure that the equipment provided on site are functioning at all times.

21. WAGES TO BE PAID:



The USDMA will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made on satisfactory completion of the work and on submission of the bill on monthly basis.

All payments by USDMA under this contract will be made only at Dehradun in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the House Keeping Service Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the USDMA.

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the pricebid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

22. PROCUREMENT OF ALL REQUISITE EQUIPMENTS OR OTHER MATERIALS:

All the equipment/ materials and consumables required for the work shall be supplied by the Contractor within their quoted rates only. All the materials shall be of reputed make approved by the USDMA.

23. UNIFORM:

The contractor shall provide New Uniform (with Company's name badge) including SafetyShoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

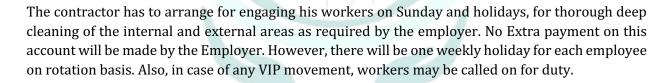
24. PAYMENT OF BILLS BY THE USDMA:

The payment of monthly bills in respect of the captioned Contract shall be paid by the USDMA on the recommendations of floor offices only after all documents as indicated below are submitted along with the bill:



- i. PF challan for the previous month.
- ii. A separate sheet mentioning the names of the staff deputed at USDMA,
- iii. Wages/Salary amount credited in the Bank's account details of individual. Please note that, the contractor must credit the salary/wages to the Bank Account of all the individuals directly by online Transactions preferably. No cash transaction of Salary/Wages will be entertained by the USDMA.
- iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v. A separate covering letter undertaking that the PF amounts have been credited rightly asper the statement enclosed should also be submitted.
- vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at USDMA Building (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii. The original wages register, signed by your employees deputed to USDMA Building, in token of receipt of payment for the previous month, should be submitted for certification of USDMA representative, as the principal Employer, every month.

25. WORK ON SUNDAY AND HOLIDAYS:



26. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be as per the rates quoted by the bidder. All the statutory requirements as per the State/Central norms, needs to be complied by the selected bidder.

27. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost,

SDM-

UTTARAKHAND STATE DISASTER MANAGEMENT AUTHORITY (USDMA) 36 IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248013 (U.K.)

if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against anylegal actions arising there from.

28. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on USDMA.
- All contract staff deputed by the contractor at USDMA Building site should have in possession Identitycard issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on USDMA Building.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

29. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendmentthereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.

30. CONTRACT PERIOD:

• The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/administrative/or project interest. The contract is extendable on

- mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
- The extension of contract is to the entire discretion of USDMA and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing or immediately without assigning any reason thereof in the public/administrative/or public interest and it shall be legally acceptable & binding to the selected bidder

31. DISMISSAL/REPLACEMENT OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetentor who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations. However, a period maximum of two days will be allowed to the contactor to make the replacement

32. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted, record of chemicals used, details of daily record of cleaning activity carried out in all units of the buildings.

33. INSPECTION BY EMPLOYER:

- General
- The Employer shall have the right to inspect at all times any tools, instruments, materials, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, USDMA shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

34. REPORTING AND RECORD KEEPING:

Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.



Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings willbe required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

Quality Assurance

The contractor shall implement a quality system in accordance with employer satisfaction. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

35. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the control of USDMA or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts:
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/manmade disaster;

As soon as reasonably practicable but not more than 07 days following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.



36. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized USDMA officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall befurnished in the manner prescribed by the USDMA. In addition, the contractor to the authorized USDMA, official shall also submit periodic reports on safety from time to time as prescribed.

- i. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- ii. The duration of duty is atleast eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- iii. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place USDMA shall have the right for asking replacement of such workers employed by the contractor.
- iv. USDMA shall not be liable for any harm/damage to the contractor's staff, in case of any mishap/accident etc. due to man-made or natural reasons. Accordingly, Contractor's staff will not be entitled for any compensation thereof.

37. TERMINATION:

- (a) USDMA shall be at liberty to terminate the contract by issuing <u>one month's notice</u> to the contractor or immediately without assigning any reason thereof in the public/administrative/ or project interest. USDMA shall not pay any claim/ compensation to the Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the USDMA shall have the right to terminate the contract forthwith with one month's notice or immediately without assigning any reason thereof in the public/ administrative/ or project interest and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

38. SETTLEMENT OF DISPUTES AND ARBITRATION:

• Resolution of dispute: In the event of any question, dispute or differences in respect of

contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Dehradun and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in Uttarakhand/India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Dehradun only and not elsewhere.

39. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of theworks in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

40. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

USDMA at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

41. PRICES:

The amount quoted and accepted shall be exclusive of all statutory taxes (of State/Central Govt.), GST etc.

42. CONFIDENTIALITY:

• Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to bidder or any other persons, not officially concerned with such process, until the notification of contract



award is made.

• Any effort by the bidder to influence the USDMA bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidders bid.

43. CORRUPT OR FRAUDULENT PRACTICES:

- USDMA as well as bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to
 influence the action of a public official in the procurement process or in contract execution;
 and.
- Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of USDMA and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive USDMA of the benefits of free and opencompetition.
- "Collusive practice" means a scheme or arrangement between two or morebidders, with or without the knowledge of USDMA, designed to establish tender prices at artificial, noncompetitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- USDMA will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- USDMA will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

44. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Uttarakhand state Govt. minimum wages Act latest by 15th of every month.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor, as per the site requirement. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a *penalty of a certain amount will be deducted as per the approval of the competent authority based on the recommendation of the committee.*
- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by USDMA, a *penalty of a certain amount will be*



<u>deducted as per the approval of the competent authority based on the recommendation of the committee.</u>

49. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (Manpower, Material etc.) quoted by the vendor shall remain fixed and valid for a period of 03 year from the date of commencement of work and in case of escalation of wages by the Uttarakhand State Govt. the salary including Basic + D.A/V.D.A. shall only be increased on Pro-rata basis.

Price Variation on material component, Building Management Service: No escalation of Material component will be allowed during the contract period.

45. VALIDITY OF CONTRACT:

The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/administrative/or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.





ANNEXURE-I

LETTER OF BID-TECHNICAL PART

(To be submitted duly typed, signed with stamped by the Authorised Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on E-procurement portal i.e., www.uktenders.gov.in and submitted in original.)

ACEO (Admin), USDMA USDMA Building, 36 IT Park, Sahastradhara Road, Dehradun- 248013, Uttarakhand

ENGAGEMENT OF AN AGENCY/FIRM FOR PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA BUILDING, IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248013, UTTARAKHAND

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower including consumable etc. basis mentioned in the attached schedule andin accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of Agreement, conditions of contract and with such conditions so far as they may be applicable.

A	Description of work	ENGAGEMENT OF AN AGENCY/FIRM FOR PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA BUILDING, IT PARK, SAHASTRADHARA ROAD, DEHRADUN- 248013, UTTARAKHAND
b	Earnest Money	Rs. 2,00,000/-
С	Validity of Contract	The period of contract is initially for 3 years, during this period, if it is found that the performance of the firm is not satisfactory, USDMA will have the right to terminate the contract by giving one-month notice or immediately without assigning any reason thereof in the public/administrative/ or project interest. The contract is extendable on mutual consent for further years at same rates and Terms & Conditions of existing contract agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable orin default thereof to forfeit and pay to USDMA IT Park, Dehradun, the amount mentioned in the said



conditions.

- 3. I/we have deposited FDR/BG for a sum of **Rs. 2,00,000/-** as Earnest Money Deposit with USDMA, Dehradun Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to USDMA, Dehradun.
- 4. We understand that as per terms of this tender, the USDMA may consider accepting our tender in part or whole or may entrust the work of integrated building facility management & other allied services for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of USDMA deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation asprovided in Terms & Conditions of this tender.
- 5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.
- 6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by USDMA, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Signature of the Tenderer With Seal

आपदा स्रक्षित उत्तराखण्ड



APPLICATION FORM

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on E-procurement portal i.e., www.uktenders.gov.in)

1	Name o	of the organization	:
2	Addres	ss	:
3		Telephone Nos. including Mobile and id of contact person	
4	Fax No	444	
5		cution of the Firm (whether Public or ecompany / firm / Proprietary)	
6	Year docum	of Establishment (Supporting ent to be submitted)	
7	Compa numbe	er registered with the Registrar of nies / Registrar of firms (if so, mentio r and date and supporting documents to mitted)	n
8	Registr	ration with Govt. Authorities	
	a. b.	Income-tax (PAN) No. Goods & Service tax no. (GST)	उत्तराखण्ड
	c.	EPF Registration No.	:
	d.	ESI Registration No.	:
	e.	Contract Labour	:
	f.	Labour License	:
9	Names Associa	, , , , , , ,	:
10	Details	of Similar works completed during	:

the last 05 years



(Details may be given in the enclosed format - Form 'B')

- 11 Details of under execution / awarded (Details may be given in the enclosed format Form 'C')
- 12 Annual turnover for the last 03 financial years(year-wise) ending 31.03.2024

Financial Year		Annual Turnover in INR
FY 2023 - 2024		
FY 2022 -2023		
FY 2021 -2022	414	

13 Name and address of the persons who willbe in a position to certify about the quality as well as performance of your firm

Note: Please enclose separate sheets for additional information, photographs, and documents

Signature of the applicant with seal

Date:

Place:

आपदा सुरक्षित उत्तराखण्ड



DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST FIVE YEARS

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on E-procurement portal i.e., www.uktenders.gov.in)

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Date of Agree ment with Client	Locatio n and Scope of the Work	Actual Value of the Work	Date of commen cement as per contract & actual date of Commen cement	Stipulated Date of completion & Actual date of completion	Litigation / Arbitratio npending/ In progress with details (if any)
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(Add separate sheet if required)

Signature of Applicant with Seal



DETAILS OF ALL 'SIMILAR' WORKS ON HAND - UNDER EXECUTION OR AWARDED.

(Enclose Copies of Work Orders Issued by Clients)

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on E-procurement portal i.e., www.uktenders.gov.in)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank	Date of Agree ment with Client	Locatio n and Scope of the Work	Actual Value of the Work	Date of commen cement as per contract	Likely date of completion	If Work Left Incomplet e or Terminate d (Furnish reasons
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(Add separate sheet if required)

Note:

- 1. Information has to be filled up specifically in this format.
- 2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Sea



PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS (REFERRED TO IN FORM 'B')

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on E-procurement portal i.e., www.uktenders.gov.in)

Name of the Work / Project & Location :

Scope of Work :

1. Agreement No. & Date :

2. Estimated Cost / Tendered Cost :

3. Actual Value of Work done

4. Date of Commencement

a. Stipulated date of Commencement

b. Actual date of Commencement :

5. Date of Completion

a. Stipulated date of Completion

b. Actual date of Completion

6. Amount of compensation levied for delayed completion if any.\

7. Performance report based on

Quality of Work, : Excellent / Very Good / Good / Poor

Time Management, : Excellent / Very Good / Good / Poor

Resourcefulness, : Excellent / Very Good / Good / Poor

Financial Soundness, : Excellent / Very Good / Good / Poor

Technical Proficiency, : Excellent / Very Good / Good / Poor

Signature

Head of the Organization Name of Organization

Note:

- 1. The performance report is to be submitted separately for all major works mentioned in Form 'B'.
- 2. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.



Letter of Bid - Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare the Letter of Bid - Financial Part with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]
Tender ID No.:

To: ACEO (Admin)

Uttarakhand State Disaster Management Authority (USDMA)

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part, we make the following additional declarations:

- (a) **Bid Validity Period**: Our Bid shall be valid for 180 days (as amended, if applicable) from the date fixed for the bid submission deadline specified in bid document (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

S. No.	Price Schedule	Number	Basic Monthly Salary/Amount (Excl. GST & Incl. all other taxes/levy/ESIC/ EPF/CSC etc.) [In INR]	Total Monthly Salary/Amount (Excl. GST & Incl. all other taxes/levy/ESIC/ EPF/CSC etc.) [In INR]
1	2 आपदा सुर	वित उत्तरा	खण्ड ४	5=(3x4)
1	Providing Integrated Building Facility Management & Other Allied Services at USDMA Building premises, 36 IT Park, Sahastradhara Road, Dehradun			
1.01	Building Facility Manager	01		
1.02	Reception/Relationship Manager	03		
1.03	Supervisor	01		
1.04	BMS Operator	03		
1.05	MEP Technician	02		
1.06	HVAC Technician	01		
1.07	Plumbing/STP Operator	01		



2	Material & Maintenance Cost (equipment, machines etc.)	As per the site requirement		
		To	tal Amount [A]	
	Service Charge on A [B]	(Should not be le	ss than 3.85%)	
	Tota	g GST (A+B) [C]		
		Amount	of GST on C [D]	
	То	tal Amount Inclu	ding GST (C+D)	

Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

<u>Important</u>: To be completed and submitted/uploaded on the E-procurement portal (<u>www.uktenders.gov.in</u>) in PDF form in the Financial Envelope along with the BOQ. <u>This Form shall be the part of Commercial Bid only and if the bidder fails to submit this Form or submit the Form in the Technical Bid, the bid shall be deemed non-responsive.</u>

NOTE:

- Service Charge should not be less than 3.85% of Total Amount Excl. GST (A)
- <u>Minimum Wages to the staff shall be as per the Minimum Wages Act of the Uttarakhand</u> State Government.

^{**:} Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



Annexure-2

DRAFT ARTICLES OF AGREEMENT

This A	GREEMENT IS I	made at Dehradun	on this	a	ay of		
		ving its Office at e Client") on the on			by its	authorized _	officer
(propr	ietorship/partn	ership firm/Compa	ny), incorpora	ted under the p	rovision	is of the Con	npanies
Act	and	having	its	registered		office	at
					(hereinafter	called
	ontractor") repro of Directors on t	esented by Shri The other part.	who	is authorized to	enter th	nis agreemen	it by its
AND V	/HEREAS the Cli	ent has intention of		-	_	grated Facilit	y
		Managemer	nt	Servio	es		at
						situated	at
integra situate	ated building fac ed at	Client had called for ility management &	k other allied so	ervices at			
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contra Tende AND V	ct relating to pr Document to tl VHEREAS both	ntractor and others provide integrated situated at ne Contractor. the parties to this a the said services a	building facility, as sta	y management & ated in the scop	other alloe of wo	llied services ork attached t	at to the
A. NO	W IT IS HEREBY	AGREED AS FOLLO	WS:				
Th	_	ill come into effect unless it is termina					up to
a)	approved USD! the Contractor	on of the Contract MA) to be paid at the shall upon and sub nd described in the	ne times and in oject to the said	the manner set Conditions exec	forth in t	the said Cond complete th	ditions, e work
b)	become payab accepted Tend rendering of the subject to subra within the scop reimbursed by	Il pay to the Contralle, at the times and er, covering the cone maintenance sernission of bill / involve of work, shall be USDMA at prevailing of GST paid Invoice	nd in the many st of manpower vices. Such surplices. The specificarranged by the market Rate	ner specified in er, materials/co ms/dues shall be ied materials / fi e contractor and	the said nsumable payabl ittings/f lactual d	d Conditions les etc. for e e on monthl fixtures not c cost thereof s	fficient y basis overed shall be



authenticated by the Officer of USDMA. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from USDMA prior to its use in the work and Official payment thereon will be made after the same is duly certified by USDMA officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

- c) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.
- B. All the term & Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.
- C. Any other instruction or scope can be included at the time of signing of the contract by the Authorized Signatory, USDMA as per the directions of the Secretary, USDMA in public/administrative/or project interest.

IN WITNESS WHEREOF the Client (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by USDMA, Dehradun. (Name and Designation)
In the presence of:
Witnesses:
1
Address:
आपदा सुरक्षित उत्तराखण्ड
Address:
SIGNED AND DELIVERED BY
The Contractor by the hand of Shri
And duly constituted attorney.
Note: If the party is a Partnership firm or individual, should be signed by all or on behalf of all the partners:



(Name and Designation)

In the presence of:

Witnesses:

1._____

Address:

2.

Address:

Witnesses



आपदा सुरक्षित उत्तराखण्ड



Annexure-3

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(Site specific format shall be approved by the USDMA prior to its execution)

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)
B.G. No Value Rs
Date:
То
TheState Bank of India,
Dear Sir,
Bank Guarantee of Rs towards Security Deposit for the work of PROVIDING INTEGRATED BUILDING FACILITY MANAGEMENT & OTHER ALLIED SERVICES AT USDMA Building. 36 IT PARK. SAHASTRADHARA ROAD. DEHRADUN-248013. UTTARAKHAND
WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for Providing integrated building facility management & other allied service for Uttarakhand State Disaster Management Authority,
AND WHEREAS in terms of said contract, the contractor is required to furnish to USDMA a Guarantee of a Scheduled Bank for a value of Rs to be valid upto (date).
AND WHEREAS (Name of USDMA) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of ACEO (Admin), USDM and Guarantees in the manner hereinafter appearing. In consideration of thepremise, we (name of USDMA) having our office at (address) here after called the "Guarantor" (which expression share include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken an guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between USDMA