

REQUEST FOR PROPOSAL
FOR
FACILITY MANAGEMENT SERVICE FOR
INFORMATION TECHNOLOGY PARK, MANTRIPUKHRI
GOVERNMENT OF MANIPUR



Department of Information Technology
Government of Manipur, Western Block, New Secretariat, Imphal-795001
<http://manipur.gov.in>

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2. LIST OF ABBREVIATION

| Abbreviation | Description |
|--------------------|---|
| DIT | Department of Information Technology, Government of Manipur |
| IteS | Information Technology enabled services |
| DeitY | Department of Electronics and Information Technology |
| GoI | Government of India |
| MCIT | Ministry of Communication and Information Technology |
| MMP | Mission Mode Project |
| EMD | Earnest Money Deposit |
| RFP | Request for Proposal |
| NeGP | National e-Governance Plan |
| SLA | Service Level Agreement |
| BOQ | Bill of Quantity |
| Agreement | The Contract Agreement to be executed between DIT and Agency, subsequent to the Letter of Award |
| GoM | Government of Manipur |
| SPF | State Portal Framework |
| Agency/ Contractor | The Agency/Contractor engaged pursuant to this RFP for conducting the Work as per the Scope of Work defined in this document. |

3. PREFACE

Department of Information Technology, Government of Manipur (GoM), has embarked on a major initiative for encouraging entrepreneurs in their endeavour of sustainable growth by setting up an Information Technology Park at Mantripukhri, Imphal.

For smooth functioning of the IT Park in a 24X7X365 mode, the IT Park is required to be managed efficiently by an Agency that will take care of all activities related to operation and maintenance of the IT Park.

The purpose of this RFP is to engage an agency to undertake Facility Management Service (FMS) on 24X7 basis for the following indicative items.

- ✓ Operation and Maintenance of Internal Network Connectivity infrastructure such as Switches, Routers, Modems, Firewall and LAN including structured cabling.
- ✓ Maintenance and operation of electrical equipment's along with Electrical Panels, Switches, Sockets etc.
- ✓ Maintenance of IT Infrastructure and peripheral.
- ✓ Operation and Maintenance of Online UPS for power backup including battery.
- ✓ Operation and Maintenance of Diesel Generator for power backup.
- ✓ Operation and Maintenance of Air conditioning units.
- ✓ Maintenance of Solar Panels with battery.
- ✓ Civil Works (Replacement of broken Tiles, Glass panels, partitions', Doors, Windows etc.
- ✓ Operation and Maintenance of Lift.
- ✓ Operation and Maintenance of Fire Extinguisher/ Prevention/ Detection System.
- ✓ Helpdesk Service.
- ✓ Housekeeping.
- ✓ Physical Security Personal of IT Park.
- ✓ Waste Handling and Disposal

Online bids are therefore, requested from eligible Firms for engagement of their services through this 'Request for Proposal' (RFP). The complete bid document can be downloaded from the state e-procurement website <https://www.manipurenders.gov.in> and the interested bidders will have to submit their offer in electronic formats by uploading both technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on the website <http://manipur.gov.in>.

4. SCHEDULE OF BID PROCESS

| SI No. | Description | Particulars |
|--------|--|---|
| 1 | Address of the authority inviting RFP / tender | Additional Director, Department of Information Technology (DIT), 4th Floor, Western Block, New Secretariat, Imphal - 795001 |
| 2 | RFP / Tender no. | 20/14/2015 –DIT dated: 14/04/2016 |
| 3 | Cost of Bid of Document (Tender fee) | Rs. 10,000/- (Rupees Ten Thousand Only) |
| 4 | Earnest Money Deposit (EMD) | Rs. 5,00,000/- (Five Lakh Only) |
| 5 | Physical submission of original Demand Draft (DD)/ Banker cheque (BC)/ Bank Guarantee (BG) for Tender fee, EMD at DIT, Manipur | Up to 12.00 Noon of 30.04.2016 at the address mentioned in point -1 |
| 6 | Online Bid submission End Date / Time | 30 . 04. 2016 at 12.00 Noon |
| 7 | Technical Bid Opening Date / Time | 30 .04 .2016 at 2.00 PM |
| 8 | Financial Bid Opening Date / Time | Will be intimated later to the Technically qualified bidders through e-mail / phone. |
| 9 | Websites for downloading Tender Document and subsequent clarification / modification , if any | http://manipurtenders.gov.in http://manipur.gov.in http://ditmanipur.gov.in |
| 10 | Bid Validity | 120 Days from the date of bid submission |
| 11 | Duration of contract | One year |
| 12 | Contact person for queries | To: Lupesh.k@semt.gov.in CC: n.deben@nic.in , subhasis.c@semt.gov.in |

Note:

- a. Corrigendum, Addendums and subsequent clarification on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc, shall be published on the above mentioned websites only. The bidders are advised to keep visiting these websites for any subsequent clarifications & modifications.
- b. Physical submission of bid is not allowed.
- c. DIT will not be responsible for any delay in submission of online bid due to any reason whatsoever.

d. Bidders or their representation may be present for opening of the technical bids if they desire to.

5. ELIGIBILITY CRITERIA OF BIDDERS

The bidder should meet Qualifying Requirements as mentioned below:

| SL No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|--|
| 1 | The bidder firm should have been registered and be in existence at least for last three years. | <p>a. Registration certification of the firm / Partnership deed / Certificate of incorporation, etc.</p> <p>b. Articles of Association & Memorandum of Association (if applicable)</p> <p>c. Income Tax Registration (PAN).</p> <p>e. Service Tax Registration number.</p> <p>e. Self-certified copy of the statement of Bank Account for the Last Six Months in the name of bidding firm.</p> |
| 2 | Bidder should neither be a black listed firm nor should its contracts have been terminated/ foreclosed by any company / department during the last 3 financial years due to non-fulfilment of Contractual obligations. | A self-declared certificate to this effect on bidder firm's letter head. |
| 3 | The bidder firm should have experience of carrying out the work & providing operation / maintenance / support for Facility Management Service in Government Departments / Public Sector Undertaking /General Autonomous Bodies / State Autonomous Bodies/ reputed firms during the last three (3) years as on the date of issue of the Notice Inviting Tender. | <p>a. Valid documentary proof of:</p> <p>- Work Order confirming year and Area of activity should be attached.</p> |
| 4 | The firm's average annual turnover should not be less than Rs. 1,0000000/- (Rupees One Crore only) in any three financial years out of the preceding last three financial years (i.e. 2012-13, 2013-14, 2014-15). | Audited Profit and Loss A/c or Balance Sheet or Income Tax Returns (ITR), or any other document mentioning required turnover, certified by a Chartered Accountant. |

Functional Requirements: DIT reserves the right to ask for any additional information and also reserves the right to reject or accept the bid of any/all bidder(s), if in the opinion of DIT the

qualification data is incomplete or the bidder(s) is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future what so ever.

6. SUBMISSION OF BID

- i. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copies of Demand Draft (DD)/ Banker's Cheque (BC)/ Bank Guarantee (BG) for Tender Fee & EMD. However, the original DD/BC/BG for Tender Fee & EMD should be submitted physically at the following address of DIT with a covering letter mentioning therein the details & name of RFP, by the scheduled date and time as per Schedule of bid process.

Additional Director
Department of Information Technology, Government of Manipur
New Secretariat, 4th Floor, Western Block
Imphal – 795001

- iii. DIT will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- iv. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a pdf copy of this 'Request for Proposal' with each page signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, scanned copy of DD/BC/BG with annexure of RFP duly filled as detailed below, in support of eligibility, EMD, tender fee:

- ✓ Annexure – I : Check List of Documents
- ✓ Annexure – II : Declaration for Acceptance of Terms & Conditions of the RFP.
- ✓ Annexure – III : Technical Bid
- ✓ Annexure - VI : Proforma for the EMD Bank Guarantee.

* No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.

If any of the required documents is found wanting , the bidder will be rejected Technically.

b) Part-B: Financial Bid.

This Part should contain the Financial Bid in the prescribed Format as per Annexure-IV. Rate quoted (Management Fee) should be in terms of Annual cost for carrying out activities as detailed in the

scope of work. Utmost care should be taken to upload Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding.

7. CORRESPONDENCE

For any clarification regarding this RFP, the following person may be contacted:

E-mail:

To: lupesh.k@semt.gov.in (Consultant – SeMT)

CC: n.deben@nic.in (Additional Director (IT)).
subhasis.c@semt.gov.in (Head - SeMT)

8. COST OF BID DOCUMENT (TENDER FEE)

The complete bid document can be downloaded from the website <https://www.manipurenders.gov.in>. Cost of Tender Document Tender fee is Rs.10,000/- (Rupees Ten Thousand Only) which shall be paid in the form of Demand Draft (DD/BC) of Nationalized/ Scheduled Bank drawn in favour of 'Department of Information Technology, payable at Imphal. The Tender fee is non-refundable.

9. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

- i. Earnest Money in the form of Demand Draft (DD)/Banker's Cheque (BC) of Rs. 5,00,000/- (Rupees Five Lakh Only) drawn in favour of Additional Director, Department of Information Technology, payable at Imphal, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (valid up to 120 days from the date of Bid submission) in the format enclosed at Annexure-VI.
- ii. The Earnest Money Deposit of unsuccessful Bidders will be discharged/ returned within 30 days after signing of the contract with the successful bidder.
- iii. The Earnest Money Deposit of successful Bidder(s), EMD shall be refunded/ discharged after deposition of the Performance Security Deposit, as the case may be.
- iv. If the successful Bidder(s) fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of DIT.

10. SCOPE OF WORK

Operations and Maintenance

The Facility Management Service (FMS) would cover overall management of operation maintenance and coordination activities of IT Park Infrastructures at Mantripukhri, Imphal, including but not limited to the following indicative areas:

Project Understanding

1. Conduct 'As Is' and 'To Be' analysis of the IT Park infrastructure.

2. Prepare Gap Analysis Report with respect to the infrastructure facilities with special focus on operations, maintenance and co-ordination.
3. Prepare Process Flow Document and Standard Operating Procedure (SOP) of each operation with regard to the following indicative list:
 - a. Networking equipment such as Switches, Routers, Modems and LAN including structured cabling for operation and maintenance.
 - b. Electrical equipment along with Electrical Panels, Switches, Sockets etc.
 - c. Online UPS with battery for power backup.
 - d. Diesel Generator for power backup.
 - e. Air conditioning units (Outdoor/Indoor).
 - f. Solar Panels with battery.
 - g. Civil Works (Replacement of broken Tiles, glass panels, partitions, doors, windows etc.)
 - h. Lifts.
 - i. Fire Prevention/ Detection Systems including fire Extinguisher.
 - i. Conducting Mock drills with employees & staffs - quarterly (Fire Safety & Disaster Management)
 - j. Physical Security Personnel of IT Park.
 - Security Personal Deployment Chart

| Sl No. | Zone | Minimum Security personnel pershift @ 8 hours | No. of shift | Total | Duration of Duty |
|--------|----------------------------------|---|--------------|-------|------------------|
| 1 | IT Park Entrance Main Gate | 2 | 3 | 6 | 24X7 |
| 2 | IT Park Campus including Parking | 1 | 3 | 3 | 24X7 |
| 3 | IT Park Building Entrance | 1 | 3 | 3 | 24X7 |
| 4 | Ground Floor | 1 | 3 | 3 | 24X7 |
| 5 | First Floor | 1 | 3 | 3 | 24X7 |
| 6 | Second Floor | 1 | 3 | 3 | 24X7 |
| 7 | Third Floor | 1 | 3 | 3 | 24X7 |
| 8 | NOC Room | 1 | 3 | 3 | 24X7 |

- Responsibilities
 - i. Ensuring complete safety and security of men and materials.
 - ii. Parking and traffic management within the premises.
 - iii. Complete Disaster Management in case of Emergencies/ Disasters with effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills which includes.
 - ✓ Assisting the occupants during the Emergency Evacuation of the building.
 - ✓ Rescue operation of passengers stranded in the lifts/ elsewhere in case of mall operation of the lifts/ other Equipments.
 - iv. Visitor's management in general and during other special occasions including screening of visitors.

- v. Having effective control on movement of materials in / out.
- vi. Physical guarding of entry / exit points.
- vii. Screening / directing of visitors.
- viii. Patrolling and guarding various common areas & surroundings to ensure adequate safety and security.
- ix. Monitoring the Operation of Access Control System.

k. Helpdesk Services:

- i. The help desk service will serve as a single point of contact (SPOC) for all incidents and service requests and will also provide resolution of incidents on 24x7 basis for all users/user Departments of IT Park.
- ii. The bidder would setup an operational helpdesk for complaints received through any medium viz. telephone/ email/web/ in writing/ in person including call logging ticket generation assigning/allocation, automated tracking an escalation etc. The bidder may also implement a user friendly complaint login system using open source for which no extra cost will be paid by DIT for this.
- iii. Visitor Management & Visitor record Maintenance.

l. Waste handling and disposal to be managed by FMS.

m. Housekeeping

- 1. Common area cleaning in podium, floors, basements, terrace, machine rooms, All Service Rooms, Substation etc.
- 2. Toilets cleaning, maintaining and replacing of toiletries in ladies/gents toilets.
- 3. Cleaning of all around the building periphery, driveways & roads.

3.1 Daily Schedules for Housekeeping:

3.1.1 Entrance lobbies

- i. Wiping of the entrance glass doors on all the entrances.
- ii. Cleaning the entire common area at a convenient time with out hindering the occupants movement which includes Sweeping, Mopping, Scrubbing and buffing.
- iii. Periodical Wiping of the entire side walls (Complete dado) – Marble / Granite / Tiles.
- iv. Periodic Dusting and wiping of all fixtures and furniture in all the entrance lobbies.
- v. Ensuring the shine on the signage's.
- vi. Sweeping and smooth brushing of the lift floors – removal of all dirt etc throughout the day.
- vii. Dusting and Wiping of all the lift doors.
- viii. Periodical cleaning of the main tenants directory.

3.1.2 Toilets

- i. Sweeping and mopping of the floor and keeping the floor clean throughout the day.
- ii. Mopping of all glazed tiles and keeping them clean.

- iii. Washing of all the urinals, closets and washbasins with mild soap solution / cleaning solutions. Ensuring the shine on the mirror throughout the day by periodic cleaning using glass cleaner.
- iv. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.
- v. Clean all toilet fixtures and fittings.
- vi. Clearing of the dustbins in the toilets periodically.

3.1.3 Staircases

- i. Sweeping of all the staircases and common landings.
- ii. Removal of dust, etc from the skirting top.
- iii. Ensuring that all the fire signages are cleaned by dusting and using a mild wet mop as and when needed.
- iv. Cleaning of all the ceilings and walls for dust, cobwebs, etc.
- v. Thoroughly wipe all door handles, latches, tower bolts, etc.

3.1.4 Common Areas

- i. Sweeping and mopping of all the common area floors including Terrace.
- ii. Ensuring that all the glass doors are stain free and shining throughout the day by using standard make cleaning solutions.
- iii. Keeping the lift car clean inside & outside.
- iv. Ensuring that all the signboards in the common areas are clean at all times throughout the day.
- v. Ensuring that the walls and ceilings for dust, cobweb etc.

3.1.5 Basements & All Service Rooms:

- i. Removal of grease and dirt stains from the surfaces.
- ii. Cleaning of machine rooms and other sensitive areas floors, walls and ceilings (in the presence of the operators in these areas). The machinery itself will not be touched by the cleaning staff since the operators will clean their own equipment cleaning of ceilings and walls so that cobwebs, stains etc. are taken care of.
- iii. Cleaning of the car park area.
- iv. Cleaning of Sub-Station and Other Service Rooms without affecting the Operation of the Equipments

3.1.6 Surroundings:

- i. Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.
- ii. Taking necessary precautions to maintain the entrance of the building clean

3.1.7 Exterior of the building:

- i. Clean the glass and other structures inside and outside with a suitable approved glass cleaner leaving no streaks behind.

- ii. Clean the metal frame – dust as well as use a mild wet mop so that no stains remain on its surface.
- iii. Extra care will be taken of the joints between the glass and the frame so that no dust settles there.
- iv. Thoroughly cleaning and buffing of the granite / marble surfaces so that the stone retains its shine and polish.
- v. Keeping the terrace clean of all litter.
- vi. Keeping all external signage clean.
- vii. Cleaning of external wall & Surroundings.

3.2 Weekly Schedules:

- i. Thorough suction cleaning of the corners and ledges.
- ii. Cleaning of mainholes, gully traps, rainwater pipes, sewerage system, gutters and removal of debris from same.
- iii. Thorough scrubbing and buffing of flooring including the entrance stairs. Attention should be paid that the floor retains its shine and remains clean. Any defects, etc appearing on the flooring or anywhere in the buildings will be immediately reported.
- iv. Cleaning of all the vertical surfaces - marble / granite / tiles thoroughly to ensure cleanliness.
- v. Cleaning of all ceramic items with an approved solution.
- vi. Cleaning of the top terrace area of the building.

Note: -

1. All Areas as mentioned above are to be maintained all the time in Neat, Clean & in tidy Condition. Frequency of Cleaning on a daily basis is to be decided accordingly.
 2. All Consumables, Dust Bins, Mops, and Cleaning Machinery & Plants etc are to be provided by FM Agency.
 3. All Safety Precautions are to be followed. Proper cleaning and housekeeping Works signage's are to be used when such work are in progress as per the requirements.
 4. Wherever needed, Mechanized Cleaning is to be done.
 5. To the extent possible, Environment Friendly Cleaning Reagents are to be used.
- 4 Prepare 'Project Management Plan' including 'Exit Management 'as a component of 'Project Closure'.

Note: Exit Management Plan

i. The Vendor shall provide the DIT with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Facility management Services. The Exit Plan is to be submitted by the selected Vendor within 60 days of the selection and award of the contract with an undertaking that the vendor shall extend all information and fully cooperate with the new vendor at the time of such take over in future at no additional cost and without any dislocation.

ii. A detailed program of the transfer process that could be used in conjunction with a Replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

iii. The Exit Management Plan shall be presented by the Vendor and approved by the DIT.

iv. In the event of termination or expiry of Agreement for Operation and Management of the facility, each Party shall have to comply with the Exit Management Plan.

v. During such exit management period, the Vendor shall deliver the services as provided in the FMS agreement.

vi. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

Project Definition

Development of precise scope of work and Standard Operating Procedure (SOP) on the basis of 'Project Understanding' and seeking approval from DIT for the same.

Project Implementation Activities

Management of operations and maintenance and coordination activities of IT Park Infrastructures with strict adherence to the approved SOP.

5 Vendor Management

The Facility Management Service Agency shall coordinate and liaison with respective vendors/OEMs/ISPs for upkeep and SLA compliance of equipment and services deployed in the IT Park.

- i. The Facility Management Service Agency shall also maintain database of the various vendors and service providers for IT Park, including details of deputed persons, with complete address, telephone & mobile numbers, email address, escalation matrix, response time and resolution time commitments etc.
- ii. The Facility Management Service Agency shall, if required, escalate and log calls with different vendors/ OEM's and internet service providers and coordinate with them to get the problems resolved.

6 INSTRUCTIONS TO BIDDERS

- i. DIT's General Conditions of Contract are part to this RFP Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the terms and condition.
- ii. If any change/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the tender, full Earnest Money Deposit/Performance Security Deposit will be forfeited and the contract will be terminated at bidders risk and cost.
- iii. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.

- iv. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.
- v. Tenders filed after the last date and time for submission of Bid shall not be considered.
- vi. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- vii. Any Bid not supported by valid Earnest Money Deposit (EMD) and Tender fee in acceptable form will be liable to be treated as being non-responsive and may be rejected.
- viii. The Earnest Money Deposit (EMD) is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. The decision of DIT in this respect shall be final and binding.
- ix. Bids complete in all respects must be filed not later than the date and time indicated in schedule of bid process in this RFP. DIT may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of DIT and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- x. DIT may in its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has :
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - b. Been found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - c. Submitted Tender document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
 - d. Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received within the deadline..

7 EVALUATION PROCEDURE

- i. The bids will be opened online at the time, date and place as per schedule specified in the Schedule of bid process (Clause 3) of this RFP.
- ii. Only Technical Bids will be opened first and DIT will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. If clarifications are required for the proper evaluation of the proposal, DIT may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide such clarifications within the time specified by DIT.
- iv. Financial Bids will remain unopened until the time specified for opening of the Financial Bids.
- v. The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated.

vi. The parameter and marks to be assigned for Technical Evaluation will be as shown in table below:

| PARAMETER | Marks | Maximum Marks |
|---|-------|---------------|
| Certificates indicate that the sum total of annual turnover for last three years is 1 Crore Lakhs to 2.5 Crores. | 15 | 25 |
| Certificates indicate that the sum total of annual turnover for last three years is 2.5 Crores. to 5 Crores | 20 | |
| Certificates indicate that the sum total of annual turnover for last three years is 5 Cr. or more. | 25 | |
| Registration papers indicate that the organization has been in existence for 3 -5 years | 10 | 20 |
| Registration papers indicate that the organization has been in existence for 5 - 7 years | 15 | |
| Registration papers indicate that the organization has been in existence for more than 7 years | 20 | |
| Letters/certificates indicate that the agency has successfully completed works related to Facility Management for at least two reputed firms for 3 – 5 years. | 25 | 35 |
| Letters/certificates indicate that the agency has successfully completed works related to Facility Management for at least two reputed firms for 5 – 7 years. | 30 | |
| Letters/certificates indicate that the agency has successfully completed works related to Facility Management for at least two reputed firms for more than 7 years. | 35 | |
| Presentation by Agency | 20 | 20 |
| TOTAL | | 100 |

- vii. Assessment of presentation: The presentation shall consist of a maximum of 15 slides and of duration in not more than 20 minutes and should include / indicate the following minimum items:
- ✓ Maintenance and Operations Plan.
 - ✓ Past experience - clients and nature of services recurred.
 - ✓ Performance milestones which can be used as the basis for performance management.
- viii. All those bidders who will score 60 or more marks in the technical evaluation stage (Stage – 1) will be declared successful. The financial bids of only those bidders shall be opened who have been declared successful in this technical evaluation stage.
- ix. Bids will be evaluated on the basis of lowest quote (L1) for Total of Price Schedule.
- x. The bidder shall submit the financial bid on-line only as per procedure and format mentioned in this tender. It is bidder's responsibility that correct prices have been uploaded during the uploading process. The prices which will be shown by e-tendering application at the time of opening of financial bid will be treated as authentic financial price of the bidder.

- xi. No further discussion / interaction will be held with the bidders whose bids have been Rejected / Disqualified.
- xii. Notwithstanding anything contained in the RFP Document, the DIT reserves the right to:
 - accept any tender not necessarily lowest
 - reject any tender
 - reject all tenders and annul the bidding process,

without assigning any reason at any time before issuance of a letter of award without incurring any liability.

8 **AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT**

- i. The Successful Bidder shall be notified through a Letter of Award to be confirmed in writing by e- Mail/ Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the 'Letter of Award' (LOA), the Successful Bidder shall return one copy of the Letter of Award duly signed and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 10 % amount of contract value as estimated by the Bidder in the form of Demand draft/ Banker's Cheque/ Bank Guarantee from any scheduled bank (Annexure-VII) in favour Additional Director, Department of Information Technology within 7 days from the date of issue of Letter of Award. The Performance Bank Guarantee (Security Deposit) should remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations of Agency i.e., up to 15 months from the date of LOA.
- iv. An agreement on non-judicial stamp paper as per format at Annexure - V shall be executed in Duplicate within 7 days of issue of LOA. One copy shall be retained by the DIT and the other copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- v. After completion of all contractual obligations, Performance Security Deposit shall be returned to the successful Agency within 60 days.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be accordingly renewed by the Agency to meet the requirement of validity of Performance Security up to the extended contract period enhanced by three months.

9 **Service Level Agreement (SLA)**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be met by the FMS as agreed with DIT, Government of Manipur for IT Park during this contract period. The DIT, Manipur shall regularly review the

performance of the services being provided by the FMS and the effectiveness of this SLA. It would also form a baseline for DIT, Manipur to compute payment for the FMS.

15.1 Service Levels

Each service request or incident logged in the helpdesk will be classified into one of the 3 severity levels for response and resolutions time adherence.

15.2 Response & Resolution Times

a) Severity Level - 1

A problem which affects business operation due to complete power outage, Flooding due to drainage / plumbing issues, Complete blockage of access to the Building, Internet connectivity outage in one or more units.

b) Severity Level - 2

A problem, which partially affects operations like affects in users' node, structured cabling, power cabling down, plumping, leakage and dry taps. For these calls FMS response time shall be less than 30 minutes and call shall be closed within 1 day.

c) Severity Level - 3

Problems falling in the category other than two described above like Lift, A/C, Broken Tiles, Glasses, Doors, Windows and Partitions etc. For these call FMS response time shall be less than one day and call shall be closed within 2 days.

Indicative list of problems vis-à-vis Severity Levels

| Sl No. | Anticipated Failures | Severity Level |
|--------|--|----------------|
| 1 | Full Network Failure | 1 |
| 2 | Internet Connectivity Problem (Involving Switch/ Router/ Leased Line/ IO port) | 1 |
| 3 | Power Failure | 1 |
| 4 | Diesel Generator Problem call Reporting | 2 |
| 5 | A/C Problem call Reporting | 3 |
| 6 | UPS with battery Problem call Reporting | 2 |
| 7 | Solar Problem with battery call Reporting | 2 |
| 8 | Lift Problem | 3 |
| 9 | Civil Works (Broken Tiles, Glasses, Doors, Windows and Partitions etc.) | 3 |
| 10 | Flooding due to drainage / plumbing issues, Complete blockage of access to the Building. | 1 |
| 11 | Absences of Security Personnel | 1 |
| 12 | Disruption in Waste Handling and Disposal | 3 |

Severity Levels vis-à-vis Response and Resolution Times

| Severity Level | Resolution Time (for situations where FMS offers the service through its own personnel or through third parties engaged by them with a back-to-back SLA) * | Response time (For situations where DIT has direct SLA with Warranty/AMC vendors/ Service Providers and FMS only coordinates for resolution) |
|------------------|--|---|
| Severity Level 1 | 1 hour | Preliminary diagnosis: Immediately upon discovery of problem Call lodging: within 1 Hour Follow up: Regularly every hour till the problem resolution. Escalation : As per Escalation Matrix of the service provider in case problem is not resolved as per SLA agreed with DIT |
| Severity Level 2 | 1 Day | Preliminary diagnosis: Immediately upon discovery of problem Call lodging: Within 2 Hours Follow up: Regularly every four hours till the problem resolution. Escalation : As per Escalation Matrix in case problem is not resolved as per SLA agreed with DIT |
| Severity Level 3 | 2 Days | Preliminary diagnosis: Immediately upon discovery of problem Call lodging: Within 2 Hours Follow up: Regularly every eight hours till the problem resolution. Escalation : As per Escalation Matrix in case problem is not resolved as per SLA agreed with DIT |

* **Note** : Such back-to-back SLAs with third parties will have to be approved by DIT before initiation of the contract period for FMS

All service requests / complaints / queries including those for service providers and warranty /AMC vendors' logged in helpdesk will be assigned to the concerned teams for resolution and escalated as per the escalation matrix if not resolved within the specified resolution time.

For proper monitoring of the services and support being provided, 'Monthly Status Report' would be submitted to DIT by FMS for calls registered.

15.3 Penalty

Penalty will be applicable for situations where FMS offers the service through its own personnel or through third parties engaged by them with a back-to-back SLA and fails to ensure resolution as per timelines mentioned in table in Section 15.2.

Penalty will also be applicable for situations where DIT has direct SLA with Warranty/AMC vendors/ Service Providers and FMS only coordinates for resolution and fails to fulfil the following responsibilities :

- a) Preliminary Diagnosis.
- b) Call Booking as per SLA.
- c) Follow-up as per SLA.
- d) Escalation as per Escalation Matrix

Penalties will be imposed as per the following schedule :

| Severity Level | Penalty |
|-----------------------|---|
| Severity Level 1 | <ul style="list-style-type: none"> ✓ 1% of Quarterly FMS payment per call for delay of every hour or part thereof if problem is not resolved within 1 hour of logging on the first day. ✓ 3 % of Quarterly FMS payment for delay of each day per call from next day onwards if problem is not resolved on the same day. |
| Severity Level 2 | <ul style="list-style-type: none"> ✓ 0.25% of Quarterly FMS payment per call for delay of every day or part thereof if problem is not resolved within 1 day of logging. |
| Severity Level 3 | <ul style="list-style-type: none"> ✓ 0.5% of Quarterly FMS payment per call for delay of every two days or part thereof if problems not resolved on next day. |

(Penalties imposed will be subject to a maximum of 10% of quarterly payment per Quarter)

15.4 FMS will submit a severity wise quarterly statement of all calls reported along details of rectification.

16 GENERAL TERMS AND CONDITIONS OF BID

Note: Bidders must read these conditions carefully and comply strictly while sending/ submitting their Bids.

- i. DIT is likely to have direct Service Level Agreements with various Warranty/AMC vendors and service providers (for power, Internet connection etc), FMS would be required to coordinate with these agencies for support services and problem resolution.
- ii. For items for which DIT would not have any direct service contract, FMS is expected to provide operation and maintenance services either through their own personnel or through third party agencies by having back-to-back SLAs.

- iii. The Facility Management Service shall cover both preventive as well as corrective maintenance of all active / passive items given in the scope of works.
- iv. Under corrective maintenance, any defects in the Infrastructure shall be rectified, and all defective components necessary for normal operation are to be replaced with the respective OEM products/parts of equivalent or higher make/configurations. If the respective OEM products/parts are not available for any reason, the FMS Agency shall replace the defective products/parts with similar or higher make/configurations by taking written consent of the DIT for the type of products/parts being replaced. However problems caused by Lighting, Floods, natural calamities, physical damage, etc., shall not be covered under FMS.
- v. Preventive Operation Maintenance activity shall include updation of Service packs, physical cleaning & testing of equipments, carrying out system diagnostic tests & taking remedial action, point-to-point connectivity test etc. At least one preventive maintenance activity should be scheduled per quarter.
- vi. The FMS vendor shall maintain the entire infrastructure under the FMS contract in proper working condition throughout the contract period to provide consistent FMS support to the IT Park.
- vii. The FMS Vendor shall provide a Service Escalation Matrix with contact details (escalation hierarchy, contact person, number, address and e-mail) for the units in the IT Park to contact for FMS support. The FMS Vendor shall perform as per the defined Agreement, and any deviation to the Agreement shall attract penalty as per the agreement signed between DIT & the FMS Vendor.
- viii. Normally the repair/replacement of defective products/parts shall be carried out at the office premises of the IT Park only, and not at the repair centers. If the fault is of serious nature and requires the support of the repair centre, thereby necessitating shifting of the equipment, then the shifting/transportation, installation, re-installation, and loading of the packages shall be carried out with prior approval of Department of Information Technology (DIT).
- ix. Any activity, as a part of FMS, that requires stopping of services or shutdown of equipment's shall be carried out in consultation with the DIT after necessary intimation, and this activity shall be taken up only during the non-working hours or on holidays in order to reduce non-availability of services.
- x. A Health Card should be maintained by FMS Agency in the IT Park Infrastructure covered under FMS. The FMS Agency shall record therein each incident of Infrastructure malfunction, date/time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the Infrastructure along with description of the malfunction and the root cause thereof.
- xi. In case of failure of the FMS Agency in rectifying the faults within stipulated period as defined in the Agreement, the downtime shall be recorded in the Health Card. The DIT shall validate the downtime against the committed service levels and the downtime penalty charges as defined and shall be deducted from the FMS charges.
- xii. If the FMS Agency is found unsatisfactory, in such case, DIT shall ensure that the FMS Agency provides satisfactory service to the IT Park by issuing a warning at the first

instance. Further, if such instances are repeated more than 3 times, DIT at its discretion will terminate the contract of the FMS Agency and no payments will be made in such cases.

- xiii. DIT will review and monitor the performance of the FMS on a half yearly basis & the same shall be recorded by DIT for future reference.
- xiv. It shall be the responsibility of the FMS Agency to keep Infrastructures in working condition. If the services of the FMS Agency are found unsatisfactory during the FMS period or if the FMS Vendor fails to carry out any of its obligations/duties mentioned as per the agreement, DIT will terminate the contract by giving one month's notice to the DIT Vendor in writing.

17 DURATION OF CONTRACT

The initial time period of the contract shall be for one year which may be extended for a further period of one year or part thereof, at the behest of DIT, depending upon the performance and administrative convenience of DIT in mutual agreement with the Agency. Such extension would be at the same terms and conditions. There will not be any change in the rate of Management Fee charges during extended contract period.

18 VARIATION CLAUSE

The quantity mentioned in the Scope of Work and Financial Bid Format are indicative only for the purpose of evaluation and determination of rates. DIT will have the right to increase or decrease in quantity of services items specified in the Scope of Work on same terms and conditions during the contract period/ extended contract period.

19 PAYMENT TERMS

- i. Though the contract amount to be approved pursuant to this tender process would be for one year, the Agency will raise quarterly bills (in triplicate) by the first week of the following month to the DIT.
- ii. Payments due shall be made by the DIT through cheque Account payee or RTGS favouring the Agency as soon as possible after the receipt of bill in the DIT on quarterly basis.
- iii. In addition to contracted Facility Management charges mentioned above in clause 19 (ii), DIT will reimburse to the FMS Agency expenses incurred by them for repair / replacement of infrastructure (Material cost + service charge on approval basis on submission of bills). Amount in excess of Rs. 10,000/- (Ten Thousand) would require prior approval of the DIT.
- iv. However, if it is required under law to deduct some statutory taxes at source, these will be deducted before the bill is paid. Penalties, if any, will also be recovered from the bill before payment.
- v. No amount of interest will be payable by the DIT, in case of delay or on any other count.
- vi. Any type of statutory taxes applicable on services under this tender (either in force at present or made applicable in future by a competent order/notification) will be borne by the Agency if not quoted in the financial bid and the DIT would make no extra payment on this account.
- vii. No advance payment will be made to the Agency.

20 CONCILIATION, ARBITRATION & JURISDICTION

i. In the event of dispute or difference arising between DIT and the Agency, the same shall be discussed in the first instance between the representatives of the Agency and DIT.

ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to the Administrative Secretary of DIT within 10 days after the passage of this time. The Administrative Secretary, Department of Information Technology would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Administrative Secretary, DIT. The place of arbitration will be Imphal. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

iii. All unresolved disputes arising out of this agreement shall be arbitrated under the jurisdictions of court at Imphal.

21 FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

The Agency shall provide the services as per the requirement of the DIT. Any delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/or annexure(s) to it will be termed as default of contract on the part of the agency.

i. Liquidated Damages:

In case of any default by Agency, DIT shall have the right to recover from the Agency Liquidated Damages up to a maximum amount of 5% of Annual Contract Agreement Amount, which may be in addition to penalty as defined at (ii) below. DIT also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

ii. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services leading to breach of SLA whole or part of the Performance Security Deposit will be forfeited, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken.

22 SUSPENSION OF WORK

i. If the work is temporarily suspended by the DIT for any reason whatsoever, the DIT will convey temporary suspension of the Work in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by the DIT.

ii. Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.

23 TERMINATION OF CONTRACT AGREEMENT

i. DIT reserves the right to terminate/curtail the contract at any time after giving one month notice to the Agency owing to deficiency of service, any other breach of contract, in which case the value of the work done to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in

writing from the DIT of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.

24 FORCE MAJEURE

i) Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.

ii) For purposes of this tender and agreement to be signed in pursuant to tender process, 'Force Majeure' shall mean any cause or event preventing performance of an obligation under the tender or Agreement under the tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.

iii) It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a force majeure event.

ANNEXURE – I

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

1. LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

| SL No. | Proposal will contain the following documents : | Whether enclosed (Yes / No) |
|--------|---|------------------------------|
| 1 | All pages of RFP duly filled in and signed by the Authorised Signatory of the Bidder firm | |
| 2 | Annexure – I : This Check List | |
| 3 | Annexure –II, Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP), duly filled & signed. | |
| 4 | Annexure – III, Technical Bid of the Bidder, duly filled, signed & enclosing documents. | |
| 5 | Annexure – V, Format of Agreement, duly initialled | |
| 6 | Annexure – VII, Performa For Performance Security Bond, duly initialed. | |
| 7 | Proof of payment of Tender fee (scanned copy of DD/ Banker Cheque) | |
| 8 | Proof of payment of EMD in DIT office (scanned copy of DD/Banker's Cheque / BG | |

2. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

| SL No. | Proposal will contain the following documents: | Whether enclosed (Yes / No.) |
|--------|---|------------------------------|
| 1 | Financial Bid to be filled online on the downloaded format as per Annexure - IV | |

ANNEXURE - II

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To,

Additional Director
Department of Information Technology
4th Floor, Western Block
New Secretariat
Imphal - 795001

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Declaration for acceptance of terms & conditions of the RFP for Engagement of Agency for Facility Management Service at IT Park.

Dear Sir,

We,, having our office at, agree to all the Terms & Conditions of the Request For Proposal (RFP) No. _____, dated _____ issued by DIT for engaging Agency for FMS for IT Park, Mantripukhri.

Our offer will remain valid for 120 days from the date of opening of Technical Bid

Place:

Bidder's Company Seal:

Date:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Technical Bid

| Sl No. | Details | Bidders Response enclose the proofs wherever applicable |
|--------|--|---|
| 1 | Name of the Company / Firm | |
| 2 | Profile of the Firm (Proprietor /Partnership / Private Limited / Public Limited) | |
| 3 | Registered Office Address and contact details Telephone No. e- Mail ID. | |
| 4 | Turn Over Details Year 2015 – 2014 Year 2014 – 2013 Year 2013 – 2012 (Audited financial statements / Balance sheet to be enclosed) | |
| 5 | No. of similar assignment handled in last three years & Existing reputed / major clientele thereof. Copies of Work orders & certificate proof of having requisite experience of Facility Management Service to reputed organization / Govt Firms / Public sector undertakings etc. | |
| 6 | i. Copy of income Tax PAN ii. Copy of service Tax Registration Certificate No. and date of issue iii. Copy of PF & ESI Registration certificates iv. Copy of Service Tax Registration No, and the date of issue. v. VAT Registration Number vi. Professional Tax Number vii. Copy of the Registration certificate issued by office of the Labour Commissioner under Contract Labour (Regulation & Abolition) Act 1970 (Copies of registration certificates to be submitted along with the tender) | |

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Place:

Bidder's Company Seal:

Date:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: Additional pages, duly signed may be attached wherever is necessary.

Financial Bid

Facility Management Service (FMS) for entire IT Park (Security Barrack, DG Shed, Parking Shed, Security Boot at the main gate).

| Sl. No. | Description | Rate | Unit | Annual cost Rs. (All Inclusive) |
|-----------------------|---|------|------|---------------------------------|
| 1 | Operation, Management and Maintenance of Networking equipment such as Switches, Routers, Modems, Firewall and LAN including structured cabling. | | - | |
| 2 | For Prevention/ Detection Systems including fire Extinguisher. | | - | |
| 3 | Lifts | | No. | |
| 4 | 250 KVA Diesel Generator. | | No. | |
| 5 | 9 U Rack. | | No. | |
| 6 | Main LT Panels for power/ Electricity connections. | | No. | |
| 7 | A/Cs. | | No. | |
| 8 | Solar Panels with Battery and connection. | | No. | |
| 9 | UPS with Battery. | | No. | |
| 10 | Civil Works (Tiles, Glasses, Doors, Windows and Partitions etc.) | | No. | |
| 11 | Helpdesk Services. | | - | |
| 12 | Housekeeping. | | - | |
| 13 | Physical Security Personnel of IT Park. | | No. | |
| 14 | Waste Handling and Disposal | | - | |
| Quoted Amount | | | | |
| Quoted Amount in Word | | | | |

Place:

Bidder's Company Seal:

Date:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation.

 Signature of the tenderer

FORMAT OF AGREEMENT

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____, 2016, between the Governor, represented by _____, Department of Information Technology (DIT) Government of Manipur of the one part and _____ (hereinafter called the "Agency") on the other hand.

WHEREAS

- (A) the DIT requires the Services of an Agency for Facility Management at IT Park, Mantripukhri as defined in the RFP document attached to this Agreement (hereinafter called the "Work").
- (B) the Agency, having represented to the DIT that they have the required professional skills, personnel and technical resources, have been selected to complete the Work on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The RFP Document (No. _____ dtd. _____) in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the DIT.
 - (iii) The Letter of Award issued by the DIT in favour of the Agency.
 - (iv) The bid submitted by the Agency pursuant to this RFP.

2. Duration of contract

The initial time period of the contract shall be One Year from _____, which shall be extendable for up to next One year on same terms and conditions, at the behest of DIT. Such extension would be on mutual agreement between DIT and the Agency.

3. The mutual rights and obligations of the DIT and the Agency shall be as set forth in the above documents, and in particular:
 - a) The Agency shall provide the services as per the Scope of Work as specified in the RFP document and shall fulfil its obligations towards the DIT specified therein in conformity with the time schedule stated therein. Further, the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Contractor to the DIT, and shall at all times support and safeguard the DIT's legitimate interests in any dealings with Third Parties; and
 - b) The DIT will make payments to the Agency in accordance with the Letter of Award.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory

For Department of IT.

Witness:

a) Name and Address

b) Name and Address

Authorised Signatory

For _____ (Agency)

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.

PROFORMA FOR THE EMD BANK GUARANTEE

(to be submitted by the bidder along with bid)

To,
Additional Director,
Department Information Technology,
4th Floor, Western Block
New Secretariat,
Imphal - 795001

Sir,

1. In accordance with your RFP for engaging Agency for Providing Facility Management services to IT Park vide RFP No. dated 00.00.2016 M/s. (Name & full address of the firm) (hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document. It is a condition in the RFP document that the Bidder has to deposit Earnest Money in respect to the tender, with Department of Information Technology (hereinafter referred to as "DIT") by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Imphal irrevocable and operative till the bid validity date (i.e. 120 days from the date of submission of tender). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of Rs. 5,00000/- (Five Lakh only)to the DIT as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the DIT of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the DIT shall be the sole judge of as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DIT on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said RFP Document and the decision of the DIT that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DIT shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DIT and it is further declared that it shall not be necessary for the DIT to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DIT may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, registered post or other electronic media to our address, as aforesaid.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the DIT to recover the said amount of Rs.(Rupeesonly) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. 5,00000/- (Rupees Five Lakh Only) and our guarantee shall remain in force till bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

(2)

Note: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.

PROFORMA FOR PERFORMANCE SECURITY BOND

(to be submitted by the successful bidder at the time of agreement)

In consideration of Department of Information Technology (hereinafter called DIT,) having agreed to exempt _____ (here in after called the said Service Provider from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said Service Provider of the terms & conditions to be contained in an Agreement in connection with the contract for Facility Management Service of IT Park Building at Mantripukhri. we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to DIT, IMPHAL, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DIT, IMPHAL, _____ by reason of any breach by the said Service Providers of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from DIT, IMPHAL, stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DIT, IMPHAL, reason of breach by the said Service Provider of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DIT, IMPHAL, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to DIT, IMPHAL, any money so demanded notwithstanding any disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of Eighteen months from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of DIT, IMPHAL, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DIT, IMPHAL,, certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the DIT, IMPHAL, that DIT, IMPHAL, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by DIT, IMPHAL, against the said Service Provider and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, and or any omission on part of the DIT, IMPHAL, or any indulgence by DIT, IMPHAL, to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DIT, IMPHAL,

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.