

1. INTRODUCTION

Permanent Mission of India (PMI) is seeking bids to select an Integrated Facility Management Contractor, to enter into a **three-year** period renewable contractual agreement, to provide full time service - professional building operation, maintenance and management services. Interested firms (referred hereinafter as the "Bidders") would be required to provide a quote for these services. The bidder who provides the best value for PMI would be selected. This document outlines the terms and conditions, and all applicable information required for submitting a proposal. Bidders are required to submit bids on or before the due date to prevent disqualification.

Facility Description

PMI building, located at 235 East 43rd Street, New York, NY 10017, is a 26-storey office-cum-residential building constructed in 1992. There are two levels below street-level used for parking. The first six floors are used for office (with fifth floor being the Building Manager’s area), and floors seven to twenty-six are for residential use.

2. MINIMUM BIDDER QUALIFICATION

2.1 The following qualifications are a pre-requisite to be considered as a qualified bidder:

(a) Legally Valid Entity/Tax Registration: The Bidder must be a registered as a Limited Company or a Private Limited Company or a Firm having trade license granted by the United States Government/NYC authorities to do business in New York. The bidder must also have tax registration with the concerned authority. Attested copies of all relevant certificates issued by the respective competent authorities should be attached as proof with the bid documents.

(b) Experience: Bidder must possess a minimum six years experience in providing building management services as a full operations, maintenance, and management contractor in similar-sized buildings. Copies of relevant documents issued by clients must be attached with the bidding document.

PMI retains the right to request additional information from the bidders, pertaining to the bidder’s ability, qualifications, and procedures proposed to accomplish all work specified under this tender.

3. MANDATORY SITE VISIT/PRE-PROPOSAL MEETING

Bidders will be required to attend a mandatory pre-proposal meeting/site visit (date and time indicated on Page 1) to see first-hand the facility, existing equipments, tasks to be performed and special requirements. The visit will consist of a brief introduction, tour of the building and a Q&A session.

Bidders must register for the site visit at least 48 hours in advance via email by giving the following information:

- Legal name of the Bidder
- Name and title for each person attending (maximum of 2 person allowed)
- Contact particulars of nodal person regarding any updates to the tender.

Q&A session would be informal. All questions asked during or after the site-visit must be submitted via email to the designated contact in PMI within 2 days of the meeting. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-proposal meeting/site visit. Only answers provided by addendum are considered official.

4. SUBMISSION OF PROPOSALS

Bidders must submit their proposals under two bid /proposal system - Technical Proposal and Financial Proposal. Prescribed formats attached herewith should be used to provide all the information sought. Failure to conform to the stated requirements and prescribed formats may result in rejection of the proposal.

Cover Letter

The format of cover letter confirming that the bidder will comply with all the provisions of this RFP and would be prepared to begin in accordance with the provisions, is attached as **Annexure-I**. Bidder's representative, authorized to make contractual obligations, must sign the cover letter and submit it along with the checklist (**Annexure-II**).

4.1 TECHNICAL PROPOSAL

The following documents/details (4.1.1 to 4.1.7) must be submitted in the technical proposal package:

4.1.1 COMPANY INFORMATION

In response to this tender, all bidders must provide the following:

- a. Locations of Headquarters, Branch offices and Number of Employees at each location
- b. History of the Firm
- c. Organization Chart of the company
- d. Address, telephone number, email and website of the company.
- e. Primary and Secondary Business (core competencies)
- f. Present Client List

4.1.2 DESCRIPTION OF CAPABILITIES

Bidders are asked to describe their capabilities to provide the services requested in this tender. The Bidders shall provide:

- a. An explanation of why their firm is the best qualified to perform the duties defined herein and demonstrate its qualifications including an item-by-item disclosure outlining how the bidder meets the requirements of this tender.
- b. A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines.
- c. A sample (or actual if available) of a Facility Operations Manual containing actual procedures developed, reports generated, forms utilized, staffing

plans, emergency management plans and other pertinent data that will assist the PMI to determine the technical merit of the bidder.

- d. A detailed description of the qualifications of each sub-contractor proposed for each of the Itemized Building Services.

4.1.3 REFERENCES

Bidder shall provide the following reference data for each of the facilities being maintained currently and in the past. As PMI may contact the references, bidders should ensure that the reference contact can be reached and will be able to verify information.

- a. The location, type and usage of building;
- b. Building owner/contract client name;
- c. The building's interior gross square footage;
- d. Contract term/duration;
- e. Client contact person: Name, title, address, telephone number, and email.
- f. List of services provided for each contract; identify if these services are performed by the bidder or contracted out to sub-contractors.

4.1.4 TRANSITION PLAN

The bidder should provide a written tentative Transition Plan describing how they would prepare for commencement of on-site services, upon award of the contract, which should include but not be limited to the following:

- The makeup of the transition team;
- A schedule of milestones/deliverables for the successful transition of all building services.

4.1.5 PLAN OF OPERATION

Bidders are required to provide a written Plan of Operation should include but not be limited to providing specific information containing the following:

- i. Indicate the anticipated breakdown of work to be performed directly by Contractor's on-site staff, and the specific work to be sub-contracted along with names of sub-contractors. Specifically, identify your intended plan for each and every service.
- ii. What will be the specific duties of the on-site personnel? What other type of corporate support will be provided?
- iii. What are the latest technologies and equipment that you propose to utilize within this contract?
- iv. List the specific tools and equipment that will be utilized to complement the equipment provided by PMI, if any. Provide a complete inventory that will be stored at the building.
- v. List the likely sources of supplies, spare parts and materials that will be utilized to support all aspects of building operations. PMI has the right to ask the bidder to change these sources on the basis of cost, specifications and quality of such supplies.
- vi. Details of method of record-keeping and reporting

4.1.6 ON-CALL SERVICES AND RESOURCES

Provide statements and submissions to convince PMI that your Company has the ability, with a proactive approach, to respond quickly with both resources and proper equipment to both minimize damages and perform any urgent needed repairs / clean-up operations.

4.1.7 STAFFING / STAFFING PLAN

The Bidder shall submit a staffing plan along with the Technical Proposal in their own format indicating the proposed deployment of management, engineering and technical staff at the PMI building. Detailed requirements of staffing plan, qualifications etc. are given in Scope of Work under the heading Staffing.

Note: Only those technical bids will be opened which are accompanied by Bid Securing Declaration and Bond (ref. Paras 4.3 and 4.4)

4.2 COST PROPOSAL

4.2.1 Price

All Bidders must submit their cost proposal using the format at Annexure-III marked "Financial Bid". Any deviation from the prescribed format of cost proposal form will result in rejection.

The following descriptions are provided as a guideline where PMI would expect bidders to include specific costs. However, bidders should ensure that their fixed prices bid is sufficient and inclusive of all associated costs. Note also that any costs associated with transitional preparations at the beginning of the contract/agreement term are not reimbursable. Pricing will be represented in accordance with the cost proposal form(s) consisting of the following items:

4.2.2 Lump sum Fixed maintenance charges:

These charges will remain static for a period of three years and include Property Management Fee, professional fees, insurance, salaries, payroll taxes and Workers Compensation, and employee benefits.

- Property Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overheads, profit, all administrative expenses including payroll processing cost, auditing, required background checks, accounting, reporting and other requirements. PMI shall provide adequate work space for the Contractor's on-site staff at no cost, but is not responsible for providing furnishings or equipment such as uniforms, PPE kit, sanitizers, furniture, computers, copying and fax machines, software, telephones and cell phones, office supplies etc.
- Professional Fees shall include but not be limited to, third party accounting, legal, architectural/engineering, design, etc.
- Insurance
- Salaries shall include all on-site personnel employed by the Contractor e.g.: Property Manager, Chief Building Engineer, technicians, administrative support staff, as well as on-call assessment, etc.
- Payroll taxes and Workers Compensation, Employee Benefits, associated with the Salaries listed above.

(2) Any compensation/claim/severance/gratuity/pension etc. for the personnel deployed at the Mission by the Contractor is the responsibility of the Contractor only.

4.2.3 Charges for additional manpower/extra hours: In rare cases where additional manpower (other than the engineer on duty), is required for a particular job not covered in the scope of work , prior approval of PMI should be sought for deployment of additional manpower. Payment for such additional manpower/extra hours will be made only when it has been approved by PMI. The rate for additional manpower/extra hours should be indicated clearly in the Cost Proposal.

Note: Only those financial bids will be opened which are technically qualified.

4.3 Evidence of Bond

With bid submission, without expense to PMI, the bidder shall provide evidence of bond ability in the sum of US\$ 500,000 (US Dollars five hundred thousand). Acceptable evidence of bond ability is a writing issued by a bank, bond company, or bond agency guaranteeing issuance of a bond, payable to PMI in the amount required and for the term of the contract resulting from this tender.

4.4 Bid Securing Declaration (BSD)

A Bid Securing Declaration (BSD) must be given as per the format at Annexure - IV.

The bidder will be suspended for a period of 5 years from being eligible to submit Bids for contracts with the Permanent Mission of India to the UN, in case the bidder:

- a) fails to observe and comply with the stipulations made herein or backs out after quoting the rates
- b) withdraws his bid during the period of validity of the bids (120 days); or
- c) fails to sign the contract in accordance with the terms of the tender document;
- d) fails to furnish required Performance Security Bond in accordance with para 7 of this document
- e) fails or refuses to honor his own quoted prices for the services or part thereof.

4.5 Instructions for packaging tender response

Bidders must submit the proposal in three separate packages:

Package 1 :containing Technical proposal [with original signatures]

Package 2 :containing Cost Proposal [with original signatures]

Package 3 : containing Bid Securing Declaration (BSD) and Evidence of bond ability for US\$ 500,000.

Note: Only those technical bids will be opened which are accompanied by BSD and Bond. Only those financial bids will be opened which are technically qualified.

The proposal documents must be submitted by certified mail, hand delivery or courier in packages showing the following information on the outside:

- a. Super-scribe '**Proposal for Integrated Facilities Management at PMI Building**'
- b. Bidder's complete name and address
- c. Tender Number of this document (NY/PMI/872/5/2021)

d. Proposal Due Date and Time

Note: Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the proposal and may compromise confidentiality. None of the documents will be accepted electronically. Proposal forms received after the due date and time will be considered late and non-responsive.

5. BID VALIDITY

Proposals must remain open and **valid for 120 days from the due date**, unless the time for awarding the contract is extended by mutual consent of PMI and the bidder. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120-days period until either tentative award of the contract(s) by PMI is made or withdrawal of the proposal in writing by bidder.

6. ADMINISTRATIVE INFORMATION

6.1 Method of Contract Award

A single award shall be made to the bidder who has the best value responsive and responsible proposal. Upon determination of the best value bidder, a Service Agreement, as per sample attached as **Annexure-V**, shall be signed.

6.2 Term of Contract

The effective date of contract shall be communicated at the time of communicating the award of contract. The contract shall initially be for a period of **three years** from the date of beginning on-site operations, which would include a **30-days transition period**.

PMI retains the right to terminate this contract at any time in the event of unsatisfactory work, provided that the Contractor is given at least thirty (30) days written notice of the intent to terminate it. Termination of the contract by PMI under this section shall in no event constitute or be deemed a breach of any contract resulting from this tender and no liability shall be incurred by or arise against PMI, its agents and employees therefore for lost profits or any other damages resulting therefrom.

6.3 Method of Payment for the IFM services

The quoted maintenance charges will be paid by PMI by check on receipt of monthly invoice from the contractor. These charges will remain fixed for a period of three years.

Note: PMI being a diplomatic mission and **tax-exempt**, no tax shall be charged/payable for supplies and services to the PMI. Tax exemption should be obtained for all purchases made for providing necessary services to the PMI building.

7. PERFORMANCE GUARANTEE/ BOND

Performance Bond/Guarantee of 5% of accepted three-year Contract value must be deposited at the time of signing of contract.

8. DISPUTE RESOLUTION

It is the policy of the Permanent Mission of India to provide bidders with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. PMI encourages vendors to seek resolution of disputes through mutual consultation. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

9. PRIME CONTRACTOR RESPONSIBILITIES

PMI will sign the contract only with the successful bidder who is the Prime Contractor. PMI considers the Prime Contractor, the sole contractor with regard to all provisions of the solicitation, and the contract resulting from the solicitation. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation. All persons/contractors hired, paid and/or supervised by the Contractor, shall be the Contractor's employees or its subcontractor's employees and not the PMI's employees.

10. EVALUATION AND SELECTION PROCESS

The Proposal shall be evaluated and scored based upon the criteria set forth in this Section. Proposal will be evaluated for best value to the PMI. A Tender Evaluation Committee of the PMI will evaluate each technical proposal initially determine whether a proposal is fulfills the requirements. PMI requests that bidders submitting technical proposal may provide oral presentation at the facility, covering major points of their proposal. The presentation shall be given on a date, time and location to be decided by PMI. Information provided during the oral presentation will be considered in the technical scoring. In addition to key corporate personnel being present for the oral presentation, PMI requests the presence of key onsite personnel being proposed for the project also to be present. Weightage will also be given by the Committee to the following documents:

- (i) **Bidder's company Information And Experience**
- (ii) **Staffing Plan**
- (iii) **Plan of operations**
- (iv) **Transition Plan**
- (v) **Oral Presentation**
- (vi) **quality and completeness of Proposal**

All cost proposals from technically qualified bidders shall be evaluated subsequently. The cost proposal with the lowest bid will be awarded the maximum possible points.

- (vii) **Monthly Maintenance charges/Cost proposal**

Scores from each of the bidders will be totaled and the bidder having the highest and second highest score will be ranked number one and two and so on.

11. NOTIFICATION OF AWARD

After the evaluation, all bidders will be notified of the name of the selected bidder. The selected bidder will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

12. CANCELLATION OF TENDER

The Mission reserves the right to cancel the tender at any stage and without specifying any reason for cancellation.

SCOPE OF WORK

1. General Responsibilities

The selected Integrated Facility Management Contractor will be required to provide full time service, professional building operations, maintenance and management services that must include but not be limited to the following services:

- a. Provide all manpower required to perform all building maintenance services;
- b. Manage and supervise all sub-contracts/sub-contractors ;

2. Professional Property Management

The services of the Company are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the properties in a manner that is comparable to those found in other similar office cum residential properties.

3. Staffing

Staffing Plan (to be submitted with the bid) shall include but not be limited to providing the following services:

- a. Number of full-time Operating Engineers (minimum one engineer 24x7) and their shifts, additional staffing etc.
- b. Resumes of engineers including number of years' service with the bidder's firm.
- c. Details of On-Call Response staff (number and contact particulars, response time etc)
- d. coverage in the event of vacation, sick leave etc.
- e. Size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
- f. Name, title and contact details of the person(s) responsible for the day-to-day coordination between PMI and on-site employees and subcontractors.

4. Engineers Minimum Requirements

- Must be able to clearly read, write and speak the English language.
- Must have at least 5 years' experience as an engineer in a similar sized facility.
- Must have at least 3 years' experience in general plumbing and electrical work.
- Must have valid COQ-Refrigeration license, S-12 and S-13 City Wide Sprinkler/ Standpipe Systems certificate issued by the FDNY or equivalent.
- The Contractor must get the background of the engineers checked. (ref. Exhibit A)

5. Chief Engineer Minimum Requirements

- Must have all of the above qualifications of an engineer; **and**
- Must be proficient with the use of MS-Word, Excel, Outlook, etc.
- Minimum ten (10) years of experience in facilities operations and administration, five (5) years of which must have been in a supervisory/management capacity

Note: Verifiable proofs of all minimum requirements for Engineer and Chief Engineers/Manager should be submitted.

It is the contractors' responsibility that all personnel shall have any and all required training, certifications, credentials, etc. required for the work being performed. All personnel will have to wear proper uniform, safety gear, gloves, masks etc. while on duty. The contractor shall be responsible for the following:

- a) Salaries of engineers and staff
- b) Employee Benefits
- c) Payroll Taxes and Workers Compensation Insurance
- d) Professional Fees
- e) Property Management Fee
- f) Insurance

The Contractor shall provide an adequate number of full time dedicated operating engineer(s) so that a **minimum of one operating engineer must be present at all times and on all days.**

The Operating Engineer(s) will be responsible for all operational duties as directed by the PMI's designated officer. These duties may include, but not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the PMI officer and, if necessary, taking appropriate action to react to these conditions. The contractor's staff shall also have a basic knowledge and be responsible for basic carpentry, electrical and plumbing repairs.

PMI shall have the right to change shift coverage, as necessary depending on the seasonal needs. (e.g. cooling and heating seasons.) PMI reserves the right to reject and bar from the facility any employee and/or sub-contractors hired by the Contractor.

In case additional manpower (over and above the engineer on duty), is required for a particular job, PMI may authorize payment of additional/extra charges for such additional man hours at the rates indicated clearly in the Cost Proposal.

Any emergency responses should be answered by the Engineer(s) scheduled for the site or any qualified engineer from the Contractor able to arrive on the facility in the shortest response time.

Note: The Contractor should ensure that all personnel are tested for COVID-19 before initial deployment at the Mission. After deployment the personnel should be tested for COVID-19 at regular intervals until they are vaccinated. If any of the personnel is suspected to be having symptoms of COVID-19 or any other infectious disease, he/she shall be replaced by other personnel.

6. Record-keeping

Establish and maintain orderly books, log books, records and files containing reports, insurance policies, correspondence, receipted bills, contracts, vouchers and all other documents and papers required under local laws, pertaining to the Facility and the operation and maintenance thereof, and made available to PMI at regular intervals.

7. Details of Contractor Services

(a) Maintain Building Premises

Maintain the building's premises and building systems in accordance with generally accepted standards, manufacturer's recommendations, PMI standards, and applicable codes, rules and regulations, and as otherwise may be deemed advisable. Where specifications or standards are not included herein or later provided by PMI, maintenance shall be in accordance with manufacturer's recommendations and standards. PMI reserves the right to engage the services of contractors to service or install specific equipment or make alterations. In these instances, the Contractor will coordinate with the agencies and such contractors at no additional cost. Contractor shall ensure that maintenance and repairs are performed by trained and/or certified technicians as appropriate, and be scheduled so as to minimize interference with the normal operations. **Contractor must update and maintain a physical inventory/stock register of stocks, spares, consumables and tools on hand at all times, and submit these to PMI every week.**

(b) PMI expects that within the price bid, on-site Contractor personnel will perform all routine maintenance and repairs in the PMI building (including residential apartments, Cellar, Sub-Cellar), including but not limited to the following:

- a) fully operate, maintain and manage the building,
- b) Building system controls
- c) Minor electrical, lighting, plumbing, carpentry, blinds, locks repairs, doors, windows and glass
- d) HVAC systems including boilers, engine room, steam room, filters, FCUs etc.
- e) Drainage system, repair leakages
- f) Maintenance of Fire and life safety systems
- g) Routine issues with elevators
- h) compliance under local laws
- i) assistance during various visits/inspection/summonses by NYC authorities (DOB, DOS, EPA,FDNY etc.)
- j) assistance during elevator testing/inspection/maintenance
- k) flooring, roof, sidewalks
- l) Snow removal and melting
- m) Emergency Generator
- n) Minor repairs of equipment, appliances, doors, closets
- o) minor assembly of furniture and installation of appliances
- p) water supply system, pump room, sprinkler system
- q) Exhaust system
- r) Signage, building access

(c) In addition to the above, the Contractor's staff/engineers shall be responsible for the day-to-day oversight and coordination with the providers of the following services for which PMI has separate contracts, including but not limited to:

- Elevator maintenance
- Pest control services
- Fire safety, fire extinguishers
- Sprinkler system
- Security alarm
- Water supply system

- Garbage disposal services
- Facade related works
- Exterior Window Cleaning
- Façade/stucco & brass doors cleaning
- Life Safety Systems
- Cleaning/Housekeeping

(d) General Repairs, Supplies and Services

The IFM contractor will also be responsible for preparing detailed scope of work, terms and conditions, quality specifications, stages of completion, completion certificate and coordinating general repairs including but not limited to items such as the following:

- Doors and glass cleaning/repairs/replacement
- Flooring repair and replacement
- Painting, floor polishing
- Roofs repair
- Plumbing, Electrical, Mechanical/HVAC
- Lighting systems

8. Sources of supplies, spare parts : The contractor has to submit list of likely sources of supplies, spare parts and materials that will be utilized to support all aspects of building operations. PMI has the right to ask the bidder to change these sources on the basis of cost, specifications and quality of such supplies.

9. Facility Condition Assessment

The Contractor shall provide a Facility Condition Assessment for the building, which will detail the overall facility conditions and its specific operating systems. The initial assessment shall be provided to PMI as soon as practicable, and not later than forty-five (45) days subsequent to the contract commencement date, and annually thereafter. Based upon the Contractor's continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations to PMI at any time during the year.

10. Facility Handbook

The Contractor shall provide a Facility Handbook for the building, which will include a number of key documents that are required for facility operation. These documents shall include, but not be limited to:

- Building Security Plans
- Building Evacuation Plans
- Building Rules and Regulations
- Building Directory
- Building Fire Features
- Building Operational Plan

11. Background Check

For security reasons, all prospective Contractor employees and its sub-contractors providing services within the building are to be properly screened in accordance with PMI provided background check guidelines (see Exhibit A)

12. Operation and Maintenance (O&M) Manual

The Contractor shall provide an O&M Manual for the building to document the administration, management, and performance of non-maintenance activities to keep the buildings safe and functioning as designed. In addition, the documented maintenance shall include recurring preventative maintenance activities necessary to maintain or restore the building systems to a safe and functioning condition.

13. Computerized Maintenance Management System

The Company agrees to implement and maintain a Building Management software program at the Company's sole cost and expense. The software program will be used by the Company to include but not be limited to; work order management, project tracking, inventory of facility assets (building/equipment assets, and report generation).

14. On-Call Services

The Contractor shall be on call and be the single initial point of contact to provide on-site, on-call as needed on a twenty-four (24) hour, seven (7) days a week basis.

15. Equipment Replacement

The Contractor shall ensure that any equipment to be replaced shall be new and manufactured by a reputable manufacturer. The equipment shall be the same as, better than or equal to the original equipment.

16. Housekeeping

The Contractor's work site will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.

17. Contractor Close-Out Inspection (If Required)

Sixty (60) days prior to the expiration of the contract, the Contractor and the Facility Manager, or designee, will make a complete examination of the building system/equipment covered under the contract. The Contractor shall coordinate and schedule the examination with the Facility Manager. The Facility Manager shall determine if such an examination is warranted. The Facility Manager or designee will prepare a deficiency report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the contract.

18. Compliance

The contractor must ensure that Proposals submitted in response to this tender would be in compliance with all the conditions laid herein.

COVER LETTER FORM
(To be printed on Bidder's letterhead)

Dated: _____

LETTER OF BID

To
Mr. Mijito Vinito
Head of Chancery
Permanent Mission of India to the UN
New York 10017

Ref:RFP No.PMI/NY/872/5/2021

We have examined RFP No.PMI/NY/872/5/2021 and have no reservations to the Bidding Documents, including Addenda, if any, issued.

2. We offer to execute a contract in conformity with the sample contract for providing facility management services for Permanent Mission of India to the UN, New York.

3. Our bid shall be valid for a period of 120 days from the last date for the bid submission and shall remain binding upon us and may be accepted at any time before the expiry of the period.

4. If our bid is accepted, we commit to submit a Performance Bond equal to 5% of total contract value in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory
Full Name and Designation
Date:

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

CHECK LIST

Sl. No.	PARTICULARS	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid and (iii) Contact details?	
2	Have you read and understood various conditions of the RFP and shall abide by them?	
3	Have you enclosed the Bid Securing Declaration (BSD) and Evidence of Bond for US\$ 500,000?	
TECHNICAL BID		
4	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
5	Have you attached the Tax Registration Certificate?	
6	Experience: Have you attached the experience certificates issued by present or previous clients?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
8	Have your Technical Bid been prepared as per the requirements of the RFP?	
FINANCIAL BID		
9	Have your financial Bid proposal duly filled in as per instructions?	
10	Have you quoted prices against each of the category	
11	Have you attended pre-bid site visit/briefing?	

Note: The above must be filled, signed and submitted along with the bid.

Signature of the authorized signatory of the Bidder
with seal of the firm/company

Name: _____

Mob No. _____

Date: _____

FINANCIAL BID

S.No.	Description	Cost (US\$)
1	Item 1: Fixed charges for building maintenance services detailed in Scope of Work	_____per month
2	Item 2: Hourly rate for additional man hours, if required and approved by PMI (Details given in para 4.2.3)	_____per hour

Total cost of contract (Monthly fixed charges X 36) =

Note:

1. Prices shall be valid for a period of three years.
2. The quoted amount shall be inclusive of all charges and for all services as per scope of work.
3. The bid shall be valid for a period of 120 days from the last date for the bid submission
4. The Client being a diplomatic mission, no taxes shall be charged.

Yours sincerely,

Authorized Signatory
Full Name and Designation
Date:

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

No.NY/PM/872/5/2021
Permanent Mission of India to the UN
New York

REQUEST FOR PROPOSAL (RFP)
FOR SELECTION OF
INTEGRATED FACILITY MANAGEMENT CONTRACTOR

Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for a period of five years from being eligible to submit Bids for contracts with the entity that invited the bids.

Date:
Place:

Signature:
Name:

**Sample Contract
Tender No. NY/PMI/872/5/2017**

**AGREEMENT FOR
Integrated Facility Management
at 235 EAST 43rd STREET, NEW YORK**

THIS AGREEMENT, made this ____ day of _____, 2021 by and between the Permanent Mission of India to the United Nations, New York, located at 235 East 43rd Street, New York 10017 (hereinafter called "PMI"), and (Company Name), (hereinafter called "Contractor"), with an office at _____

WHEREAS, PMI has determined after having solicited proposals from bidders willing to provide facility management services, that the Contractor submitted the proposal affording the PMI the best value for such services and that as submitted by the Contractor in the bid, Contractor possesses the necessary capacity, experience and expertise for provision of Integrated Facility Management, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

PMI shall pay the Contractor for all building maintenance fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's Cost proposal attached hereto as Exhibit ____.

2. TERM

This Agreement shall commence upon approval and will be in effect for a period of three (3) years, unless sooner terminated as herein specified. The Agreement will be considered for further renewal on mutually agreeable terms.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the building maintenance services and manpower required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposal, which is annexed as Exhibit ____ hereto, and the Contractor's proposal, annexed as Exhibit ____ hereto. Request For Proposal is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

The PMI may, upon thirty (30) days written notice, terminate the Agreement resulting from this solicitation in the event of the awarded bidder's failure to comply with any of the proposal's requirements unless the awarded bidder obtained a waiver of the requirement. Furthermore, PMI shall have the right, in its sole

discretion, at any time to terminate a contract/agreement resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination by PMI under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Permanent Mission of India, its agents and employees therefore for lost profits or any other damages.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies received under this Agreement. Such records will be maintained for six (6) years following the close of the fiscal year to which they pertain and will be made available to representatives of PMI, as may be necessary for auditing purposes, upon request.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the PMI and, therefore, are not entitled to any of the benefits associated with such employment or designation.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

8. INDEMNIFICATION

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the Permanent Mission of India, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation.

9. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy,

acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

10. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, at the addresses set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

11. SETTLEMENT OF DIFFERENCES

Any dispute or difference arising out of the interpretation, implementation or application of the provisions of this Agreement must be resolved amicably through consultation or negotiation. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____
For Permanent Mission of India to the UN
Name:
Title:
Date:

By: _____
For the Contractor (Name of Company)
Name:
Title:
Date:

Exhibit A

BACKGROUND CHECKS AND EMPLOYEE REMOVAL

1. Requirements

Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing on-site work for PMI under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder's response to this solicitation.

2. Applicability

(1) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the PMI.

(2) Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.

3. Background Check

(1) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available when requested.

(2) At a minimum, the background check and suitability determination must include an evaluation of:

- (i) Verification that the individual is not listed on a national watched person database.
- (ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
- (iii) DMV driving records;
- (iv) Social Security Number trace;
- (v) Verification of U.S. citizenship or legal resident status; and
- (vi) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification).

4. Background Check Guidelines

(a) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk:

- Any loyalty or terrorism issue;
- Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/ major liabilities, dishonesty, un-employability for negligence or misconduct, criminal conduct);
- Dishonorable military discharge;
- Felony and misdemeanor offenses;
- Drug manufacturing/trafficking/sale;
- Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
- Criminal sexual misconduct;
- Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
- Illegal use of firearms/explosives; and
- Employment related misconduct involving dishonesty, criminal or violent behavior.

(b) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

- (i) The nature, extent and seriousness of the conduct;
- (ii) The circumstances surrounding the conduct;
- (iii) The frequency and recency of the conduct;
- (iv) The individual's age and maturity at the time of the conduct;
- (v) The presence or absence of rehabilitation and other pertinent behavior changes;
- (vi) The potential for pressure, coercion, exploitation, or duress;
- (vii) The likelihood of continuation of the conduct.
- (viii) How, and if, the conduct bears upon potential job responsibilities; and
- (ix) The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

5. Employee Removal

Whenever a contractor becomes aware that any employee working at an on-site location under PMI contract becomes an unacceptable risk, the contractor shall immediately remove that employee from the site, notify that such a removal has taken place, and replace them with a qualified substitute. Prior to commencement of on-site contract performance, the contractor shall notify the PMI that the background checks and suitability determinations required by this clause have been completed for affected individuals.
