# OFFICE OF THE DISTRICT JUDGE, BARGARH

**AT/PO- DISTRICT COURT COMPLEX, BARGARH, DIST- BARGARH, ODISHA- 768028**

**E-mail ID:- dj.bargarh-od@gov.in, Tel. No. (06646) 230625, 231399**

## INVITATION FOR BIDS

**IFB No. 01 Dated 10.07.2025**

The District Judge, Bargarh ("CLIENT"), invites Bids in sealed cover under two-bid system from reputed, registered and experienced manpower service provider for providing **"COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES' at District Court Complex, Bargarh and Taluk Court Complexes – Barpali, Bijepur, Attabira, Bheden, Sohela & Padampur"** to be received in Offline mode for package detailed in the table below.

| Sl. No. | Name of Work | Concerned | Bid Security in Rs. | | Bid Processing fee in Rs |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES at District Court Complex, Bargarh and Taluk Court Complexes at BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR OF BARGARH JUDGESHIP Tentative Estimates cost of the Project : **Rs.2,40,87,500.00 per Annum (Including GST)** | The District Judge, Bargarh | Bid Security Declaration in accordance with the FODM Nos. 8943/F/ dtd. 18.03.2021 read with 8484 /F/ dtd. 05.04.2022, in lieu of EMD | Performance security:- 3% of contract value in the form of Bank Guarantee valid upto 2 years by L1 bidder in accordance with the FODM Nos. 8952/F/ dtd. 18.03.2021 read with 8475/F/ dtd. 05.04.2022 | 10,000/- (Rupees Ten Thousand only) |

The RFP document must be accompanied by Non-Refundable **Bid Processing Fee** mentioned in the Column (6) of the above table in form of **Demand draft** in favour of the **Registrar, Civil Courts, Bargarh** drawn in any scheduled commercial bank payable at Bargarh. **Performance Security** shall be submitted by the successful bidder in the form of Bank Guarantee pledged in favour of the Registrar, Civil Courts, Bargarh & valid up to 2 years.

**A. Indicative Scope:**

The Broad Scope of services required through this RFP, shall be inter alia as briefed below:

1. Operation and Annual Maintenance of all Electrical & Mechanical Equipments,
2. Housekeeping and Sanitation services including collection & disposal of waste article/garbage,
3. Pest control,
4. Garden/Park & Lawn maintenance, and
5. Reporting and Complaint Management,

**B. Contract Period: 02 years**

**C. Bid Processing Fee (INR): 10,000/- (Rupees Ten Thousand only)**

**D. *Earnest Money Deposit: Bid Security Declaration as Per format-A***

The RFP document can be downloaded from https://bargarh.dcourts.gov.in/notice-category/tenders/.

**E. Critical Date Sheet:**

| Sl. No | Bidding Schedule | Deadline |
|---|---|---|
| 1 | RFP Issue Date | **11.07.2025** |
| 2 | Bid Due Date and Time | **21.07.2025 by 5.00 PM** |
| 3 | Opening of Technical Bid | **22.07.2025 at 4.30 PM** |
| 4 | Opening and Financial Bid | **23.07.2025 at 4.30 PM** |

**F. Contact Person:**

**Registrar,**
**Civil Courts, Bargarh**
**E-mail ID.: reg.bargarh-od@indiancourts.nic.in**

**Sri Prasanta Kumar Panda,**
**Head Clerk, Administrative Office,**
**Civil Courts, Bargarh,**
**Mob. - +91 94381 57717**

**G. Complete Address of Submission of Bid:**

**Office of the District Judge, Bargarh**
**At- District Court Complex,**
**P.O./Dist – Bargarh**
**Odisha – 768028**

- Incomplete & conditional tenders shall be summarily rejected.
- The Tender documents of the bidders having Criminal Antecedent / Previous unsatisfactory service reports/ previously blacklisted, shall be summarily rejected.
- The authority reserves the right to reject any or all the RFPs without assigning any reason thereof.

Sd/-
Registrar,
Civil Courts, Bargarh

# DISTRICT COURT,BARGARH, ODISHA.

**NAME OF THE WORK:-**

**"TENDER FOR ENGAGEMENT OF OUTSOURCING AGENCY FOR PROVIDING ANNUAL COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES AT DISTRICT COURT COMPLEX, BARGARH AND TALUK COURT COMPLEXES BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR OF BARGARH JUDGESHIP"**
**FOR THE YEAR 2025-26**

## "TENDER FOR THE ENGAGEMENT OF OUTSOURCING OF SERVICES"

**OFFICE OF THE**
**DISTRICT JUDGE, BARGARH**
**AT/PO/DIST.-BARGARH,**
**ODISHA –768028**

# BID DOCUMENT

# FOR

# ENGAGEMENT OF OUTSOURCING AGENCY FOR PROVIDING ANNUAL COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES AT DISTRICT COURT COMPLEX, BARGARH AND TALUK COURT COMPLEXES BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR OF BARGARH JUDGESHIP

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# SECTION-I

## Instruction to Bidders

### A. General Information:

**1. The Chairman, District Court Building Committee, Bargarh on behalf of the Office of the District Judge, Bargarh** requires the service of reputed, well established, financially sound and registered Service Providers for providing **COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICESAT DISTRICT COURT COMPLEX, BARGARH AND TALUK COURT COMPLEXES BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR**" as per the requirement.

**2.** The period of contract for providing the aforesaid service will be ideally 2 years from the date of effectiveness of the contract. The contract may be extended for a period of 1 year on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.

**3.** The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

**Eligibility criteria:**

| Sl. No. | Eligibility Criteria | Supporting documents to be furnished along with the Technical Bid |
|---|---|---|
| 1 | The bidder should be registered under appropriate authority, such as:-<br>• Registered under the Companies Act 2013<br>• Registered under the Indian Partnership Act 1932<br>• Registered under the Indian Trusts Act 1882<br>• Registered under the Societies Registration Act 1860.<br>• Registered under the Limited Liability Partnership Act 2008. | Certificate of Incorporation/ Registration issued by the Competent Authority |
| 2 | The bidder must have at least five years experience in business (on the last date of submission of bid) for providing similar type of services to Central/State Government/Court Complexes/ Law Universities/ Autonomous bodies/ agencies/ societies/ corporate bodies. | Copies of the work order/work completion certificate issued by respective previous authorities. |

| Sl. No. | Eligibility Criteria | Supporting documents to be furnished along with the Technical Bid |
|---|---|---|
| 3 | The Registered Office/Branch Office of the Service Provider must be located within the jurisdictional area of Odisha. | Valid address proof of the office (Copy of the Telephone / Electricity Bill/GSTIN of the Office Premise) |
| 4 | Must have average annual financial turnover of Rs.**1,00,00,000**/- (Rupees One Crores only) during the last five financial years as on Dt. 30.06.2025. | Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period from the Auditor/ Chattered Accountant. |
| 5 | Must have its own bank account in any scheduled bank situated in Odisha. | Copies of the pass book and transaction statement for the last 6 months. |
| 6 | The agency should not have been blacklisted by any Central / State Government, or any other public sector undertaking or a corporation as on the date of this Tender | An undertaking to this effect to be furnished by the bidder as per the prescribed format on Stamp Paper of appropriate value in the shape of Affidavit from the Notary. **[Form – T2]** |
| 7 | Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider | An undertaking to this effect to be furnished by the bidder as per the prescribed format on Stamp Paper of appropriate value in the shape of Affidavit from the Notary. **[Form – T3]** |
| 8 | Other Statutory Documents: | Copies of:<br>• PAN,<br>• GSTIN,<br>• Copies of EPF & ESI Registration Certificate<br>• IT return for the last 3 assessment year<br>• Valid License under PSARA**(Private Security Agencies Regulation Act, 2005)** |

**B. Submission of Bid:**

The proposal complete in all respect as specified must be accompanied with a Non- refundable amount **of Rs.10,000/- (Rupees Ten Thousand only)**towards **Bid Processing Fee** and **EMD** of **Rs.2,04,200/- (Rupees Two Lakh Four Thousand Two Hundred) only** in form of **Demand Draft** in favour of **Registrar, Civil Courts, Bargarh",** drawn in any scheduled commercial bank and payable at **State Bank of India, Main Branch, Bargarh** failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier/By Hand at the Office of the District Judge, Bargarh so as to reach the O/o the District Judge, Bargarh by **5.00 PM of 21.07.2025**.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing **"Technical Bid" (Comprehensive facility management services for up-keeping, cleaning & maintenance and electrical services)** and **"Financial Bid" (Comprehensive facility management services for up-keeping, cleaning & maintenance and electrical services)**. Both sealed envelopes must be kept in a third sealed envelope super-scribing "**Bid Document**" (**Comprehensive facility management services for up-keeping, cleaning & maintenance and electrical services).**

Selected bidder will have to deposit a Performance Security of (**3% of the annual contract value**) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of ***Registrar, Civil Courts, Bargarh*** for the contract period. as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

**C. List of Documents for submission**

**Bidders are required to furnish the following documents along with the Technical Bid :**

a) Covering letter along with power of attorney on the bidder's letter head
b) Demand Draft in support of Bid processing fee as applicable
c) Demand Draft in support of EMD as applicable.
d) Copy of Certificate of Incorporation of the firm / agency
e) Copy of GSTIN
f) Copy of PAN
g) Copies of IT returns for the last three assessment years
h) Copies of EPF&ESI Registration Number
i) Copy of valid license under PSARA Act, 2005(in case of Security Service)

j) Copy of Bank Account details
k) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
l) Copies of work orders from the previous organizations for providing services during last 5 years.
m) Undertaking regarding non-blacklisting (On stamp paper)
n) Undertaking regarding non-pending of any judicial proceedings (On Stamp Paper)

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical Bid will be opened on **22.07.2025 at 4.30 P.M.** in presence of the authorised representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on **23.07.2025 at 4.30 PM**in presence of the authorised representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

# SECTION-II

# SCOPE OF THE WORK

**A1 Broad Description of Facility Management**

Al.1. This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including equipments, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility as per the satisfaction of client / end user.

A1.2. Operation & Maintenance for the equipment / artefacts etc. will be carried out as per benchmarked maintenance "practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals provided by the Contractor/Project Management Service Provider (PMSP).

A1.3. The scope of work broadly includes the operation, maintenance and management of general building operations as described in this contract for the Project Facility. The FMS will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Facility Management Contractor (FMS) will be directly reporting to the officer authorized by the Client. The FMS shall deploy adequate manpower and equipments as per the requirement.

Al1.4. This document describes the work to be carried out under the Facility Management Services for and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

A1.5. The Broad Scope of services required as below;

1. Operation and Maintenance of all Electrical & Mechanical Equipment,
2. Housekeeping and Sanitation services including collection and disposal of waste article/ garbage,
3. Pest control,
4. Garden/park & Lawn Management.
5. Reporting and complaint Management, and
6. Coordination with other service providers

Please refer **Annexure III** for details of various spaces.

**A2 Facility Management Services**

A2.1.The scope of work for facility management services is broadly divided into following categories:

**a. Operation:**

i. Day to day unhindered running of the entire facility as per the satisfaction of the client / end user.

ii. Preservation of machinery, building and services in good operating condition.

iii. Daily / periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMS.

iv. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at its own cost.

v. Day to day repairs required in the entire complex under the maintenance of FMS

**b. Maintenance**

**i. Breakdown Maintenance is defined as**

The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

**ii. Preventive Maintenance is defined as**

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

**c. Management**

i. Co-ordination with Contractors for rectification of defects falling under DLP.

ii. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.

iii. Supervise, administer and certify works of Main Contractors/PMSP/ Vendors / Suppliers / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.

iv. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.

v. MIS Reporting for overall management of services.

vi. Co-ordination for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the client / end user. The FMS shall maintain the service levels and also maintain minimum manpower as per scope in Form T-8.

**A3 Scope of Work**

**A. HOUSE KEEPING SERVICES (Up-keeping, Cleaning and Maintenance)**

**1.** The broad scope of the work includes:

- To ensure keeping up of interior furnishing of rooms and ancillary rooms.
- To ensure cleaning of rooms and toilets of the premises.
- To ensure cleaning of towels and napkins once in every week.

**2.** Proper registers/records for the jobs carried out daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Service Provider and will be counter-signed by the Officer-in- Charge at regular intervals and finally at the end of each month.

**3.** The required consumables used for the purposes should be provided by the Service Provider and must be of good quality.

**4.** To ensure maintenance of office interiors and furniture, fixtures and other decorative items.

**Detail Scope of Cleaning Services:**

The Service Provider (Selected Bidder) shall;

i. perform routine cleaning of the internal and external areas to meet the required service standard;

ii. ensure cleanliness of all common spaces and space inside the location within Project Facility;

iii. perform cleaning and upkeep of exhibits and artefacts, IT & AV equipment's in the project facility as per the directions in Manuals / as per directions of representative of Client;

iv. perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally). While doing such facade cleaning;

a) standard and certified access equipment with appropriate safety devices shall be used;

b) safety measures shall be taken, and helmets and safety belts will be provided to execute the work. Only trained personnel shall be engaged and work shall be carried out under expert supervision;

c) work shall be executed in such a manner as to cause no inconvenience to the Clients and their regular operation.

v. provide additional housekeeping services as and when required by Client;

vi. deploy equipment for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by the Service Provider;

vii. be responsible for the safekeeping of these equipment at the project facility and shall not take out these equipment any time during the term of contract other than for repairs. In case such repairs take more than a week. Service Provider shall arrange to provide alternate equipment for the Project Facility;

viii. adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract;

ix. ensure dusting / cleaning of all furniture, sills, counters, screens, blinds 86 curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks;

x. ensure thorough cleaning of both sides of internal glass in doors and partitions including frames and sills, and spot cleaning of glass throughout the buildings. Shall also ensure removal of grease marks or finger prints glass counters and partitions windows & structural glazing.

xi. ensure that stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks;

xii. ensure thorough cleaning of all landings, ramps, stairwells, fire exits, steps, entrances, porches, porticos, balconies, external light fittings etc;

xiii. ensure polishing / vacuum cleaning / cleaning of floors, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry;

xiv. c lean all water tanks and disinfects specially before start of rainy season and as instructed by Client;

xv. periodically clean drinking water sump & overhead tanks;

xvi. ensure regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages;

xvii. ensure cleaning and maintenance of entrances, entrance lobbies, service areas, parking areas, paving, paths, walkways, driveways, roads, terrace, grounds courtyard sand, outside premises, so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning;

xviii. ensure that the Server Room, Control Room etc. are free from dust, static electricity and are left clinically clean;

xix. see that sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover;

xx. ensure scrubbing & wet mopping of hard finished floors & walls to remove dust, stains and any kind of dirt and to maintain these in highly polished condition as original;

xxi. exercise due and reasonable care when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe;

xxii. use jet pressure machine and mechanical sweeping equipment for cleaning of the compounds/ car parks on weekly basis,

xxiii. shall see that all cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering;

xxiv. ensure that stainless steel surfaces must be treated with an appropriate cleaning and polishing agent; and

The house-keeping service to be provided in the building will include maintenance by keeping the entire areas mentioned herein before in totally clean, dust free and hygienic conditions. Any rooms which may not have been mentioned specifically but nevertheless is accessible in the building and is under the control of the Client shall be included. Care shall be taken to ensure that all the floor, walls, ceilings, windows, doors, and other areas are maintained in hygienic & immaculately clean condition.

**Detail Scope of Toilets Cleaning Services;**

i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, cistern, covers, hinges, tops, undersides, rims, taps, showers, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be properly cleaned so as to ensure that those are free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

ii. All mirrors shall be cleaned and washed, and all exhaust fans and vents shall be thoroughly cleaned

iii. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, mud, grease, grime, hair, soap, smudges and scale and the floors must be disinfected.

iv. Paper bins would be cleaned and sanitized. All wash room dustbins would be thoroughly cleaned and sanitized. Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect shall be ensured.

v. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears. Naphthalene balls/ urinal cubes should be replaced regularly as per requirement.

vi. Odour quality shall be checked and deodorizers shall be used.

vii. Shall make regular checking of all sanitary fixtures, supply lines, valves, taps, floats of cleaning of toilet and in case of any leakage or malfunctioning thereof to report about it to the Judge-in-Charge, Nizarat, for rectification of the same.

viii. All toilets should be kept fully stocked with supplies and should be made available at all times.

ix. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

x. Ensure availability of minor critical spares such as washer, connection by Water waste pipe, etc. for timely repair of minor defects within a cost of Rs.1,000/-

**List of Consumables to be used by the selected bidder/ Service Provider for House Keeping/ Cleaning Services;**

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the Service Provider in his proposal. The Service Provider shall use consumables of the reputed brands as per the requirement and direction of the Client. The tentative list of consumables are as follows:

i. Phenyl (to be used for housekeeping/cleaning)

ii. Room Spray (Premium)

iii. Auto Spray- Air Refresher

iv. Naphthalene Balls

v. Sodium Hypochlorite

vi. Brasso

vii. (Bathroom Cleaner)

viii. (Glass Cleaner/Colin)

ix. (Furniture Cleaner)

x. R6 (Toilet Cleaner)

xi. D-7 (Stainless Steel Polish)

xii. Bleaching Powder

xiii. Garbage Bag

xiv. Hit/ Baygon/ Mortein Spray

xv. Bin liners

xvi. Odonil

xvii. Urinal Cubes

xviii. Hand Wash Liquid

xix. Toilet Roll Paper

xx. Tissue Box - premier for cabin use

xxi. Hand Towel-Tissue Paper-C- Fold

xxii. Dettol Antiseptic

**Other Guidelines For House Keeping and Cleaning Services**

1. Cleaning, sweeping, mopping and wiping of floors, staircase with phenyl, on daily basis or as required by Officer-in-Charge. Cleaning activity shall start in the morning at 7.00 A.M (5.30 AM during morning sitting of the Courts) so as to complete all the dusting/cleaning/mopping work before 9.00A.M (6.45 AM during morning sitting of the Courts).
2. Thorough cleaning of all toilets using required detergents by putting naphthalene balls and air purifier in all urinals, wash basins.
3. Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon and 3.30 P.M during day sitting of the Courts AND at 5.30 AM, 9.00 AM and 11.30 AM during morning sitting of the Courts) with phenyl and detergent etc. and maintain the toilet floors dry during office hours. Cleaning of windows and window slits of all toilets to be done regularly. Wash basins, urinals are to be cleaned with suitable detergents. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the Service provider regularly to ensure continuous availability of these materials in requisite containers. A duty chart must be maintained by the Service Provider which shall contain the regular attendance of the personnel engaged in cleaning works.
4. Cleaning of attached toilets with phenyl, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier; toilet rolls/paper rolls and liquid soap are to be provided by the

service provider regularly to ensure continuous availability of these materials in requisite containers.

5. Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filing Almirah, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning equipment, mopping of floors with phenyl.

6. Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location daily at 9 A.M (6.30 AM during morning sitting of the Courts).

7. Any chair, trash receptacles, and easily moveable items, shall moved to vacuum underneath, and then the same be replaced in the original position.

8. Cleaning gulley trap and manholes within and surrounding of premises as and when required.

9. Lifting, carrying and disposing the dead birds, animals, rats, insects etc, if found in and around the office building.

10. Removal of beehives and cobwebs/honey webs from the office building and its premises and cleaning and sweeping of open area including balconies and roof tops.

11. Garbage Containers/ Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.

12. Service provider shall collect the waste papers, empty the garbage drums, waste paper baskets and arrange to carry away from the A premises to the common garbage dump.

13. 13. Service Provider shall be responsible for arranging the transport and in consultation -with Client, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.

14. Renovation Debris is to be stored at designated space at designated area.

15. The Service provider shall also be responsible for pest control in the office and shall carry out the adequate measures minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Rats, Mosquitoes, Fly, Cockroaches, Ants, Silverfish, Spiders, ticks, termites, crickets, other crawling insects in rooms etc. The Service Provider shall be responsible for ensuring that the disinfectants, insecticides and pesticides used for rendering the services shall be of ISI mark, and safe, having low toxic levels, duly approved by WHO and Central Insecticide Board. In case the pest control is ineffective the firm shall have to carry out operation more than once in a month.

**16.** The Service provider should possess or procure required safety gadgets and other material for smooth services.

## B. ELECTRICAL SERVICES

The service provider shall;

1) Provide Comprehensive Annual Maintenance of DG sets installed in the respective Court premises, which shall besides other things, include rectification of defects regarding engine oil, oil filter, lead of battery, cable terminal and AMF panel, as well as overhauling of the DG set at least twice a year.

2) Provide Annual Maintenance Contract for Bullet HD Camera/ Dome Camera such as daily monitoring, preventing maintenance of CCTV camera, HDMI cables, replacement of P Clip, BNC PIN, DC, repair of Hard drive, LED display, managed switches etc installed in the respective Court premises.

3) Annual Maintenance for split/ tower air conditioners such as foam washing, tube gas charging and servicing of AC stabilizer 90V range as well as servicing of ACs not less than twice in a year. Minor spare parts such as Capacitor, drain pipe, nut & bolt, copper pipe welding etc. as per direction of in-charge cover in the AMC installed in the respective Court premises.

4) Ensure;

i. daily operation of all electrical power system,

ii. minor maintenance and replacement of fuse, tube lights, bulbs, minor wirings, etc.

iii. switching on pumps for filing water in tank,

iv. attending to power breakdowns in case of internal faults,

v. attending to complaints regarding non-functioning of the ACs and to report/rectify the defects in order to make the air conditioners functional at the earliest possible,

vi. preventive maintenance of power panels, maintenance of all accessories, light fixtures, power points, replacement of spares (minor), and periodic checking of electrical fittings,

vii. cleaning of all panels, switch gears controls on regular basis,

viii. daily checking of all light fixtures, points, bulbs and power sockets, wiring, and changing the defective ones.

ix. checking of all the switches of standby equipment and ensure that all are in operating condition.

x. regular checking of all electrical panel, distribution boards and other electrical fixtures, and to report/rectify any such abnormalities in

performance or malfunctioning, if noticed, within a reasonable period.

xi. to inspect and clean contacts, if necessary, and check connection of motors, switch boards, equipment, etc. on routine basis.

xii. to check and correct operations of all safety circuits and equipment,

xiii. to carry out preventive maintenance to ensure minimum breakdown,

xiv. to prepare inventory of spares (minor/routine} and ensure that critical spares are always available,

xv. to prepare log sheets for routine maintenance as per O &M manuals of different electrical equipment, and ensure that the instruction of such manuals are strictly followed for efficient and safe working of all such equipment,

xvi. to thoroughly clean all electrical fixture and appliances, including insect killing device, if any, and

xvii. to attend all service calls and breakdown within the minimum possible time period.

## C . PARKS/GARDEN AND LAWN MAINTENANCE.

The service provider shall maintain and upkeep the garden, lawn, plants, trees, creepers, and indoor pots and plants by doing the following;

i) watering, pumping and mowing,

ii) trimming of unwanted branches,

iii) replacement of plants, if required

iv) gap filling,

v) loosening of soil,

vi) staking, if required.

vii) painting of pots.

viii) regular use of insecticide and pesticide to control infection of plants,

ix) keeping the entire garden premises neat and clean, free from all unwanted shrubs, grass, creepers and plants, and

x) providing flower arrangement on special occasions.

## D. COMPLAINT MANAGEMENT

The service provider shall provide Help Desk service at the main entrance point of the Court premises from morning 9 A.M. to 5 P.M. (during day sitting of Court) and from 6.30 A.M. to 3 P.M. (during morning sitting of the Court). The help desk shall maintain a register and record the complaints raised by the occupants, and shall closely

monitor for solution of such complaints. It shall provide information regarding the occupants to the visitors and perform close liasioning between occupants and facility management personnel. The register shall be placed before the Registrar Civil Courts, Bargarh, every Monday for scrutiny and verification. Deductions at the following rates, if the FMS fails to render services as agreed upon, without having any reasonable excuse.

***I. Daily services:***
***(First shift should be completed before 8:30 Am every day and by 6.45 A.M during morning sittings of the Courts).***

| Sl. No. | Service Level Requirement | Min Requirement | Max Compliance limit | Penalty Rate (INR) |
|---|---|---|---|---|
| 1 | Routine housekeeping (incl. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces) | 2 Times/Day | 1 Day | 500/ Day |
| 2 | During any special events in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event is organized. | 4 Times/Day | 1 Day | 500/ Day |
| 3 | Cleaning of Toilets as per defined scope of work | 2/1 Times/Day | 1 Day | 500/ Day |
| 4 | Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point. | 1 Time / Day | Compulsory | 500/ Day |
| 5 | Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises as per applicable guidelines/rules of the local Client. Should be completed before 8:30 AM every day (6.45 A.M during morning sittings of the Courts) | Once / Day | Compulsory | 500/ Day |
| 6 | Dusting / cleaning in the project facility' (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like | 1 Time / Day | Compulsory | 500/ Day |

| | | | | |
|---|---|---|---|---|
| | printers, monitors, keyboards, fax machine and photocopiers etc, telephone instrument etc. | | | |
| 7 | Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all around the building on ground floor | Once / Day | Compulsory | 500/ Day |
| 8 | Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs. Exhibits & Artifacts, Drive way and compound area. | Once / Day | Compulsory | 500/ Day |

### *II. Regular Maintenance Services*

| Sl. NO. | Service Level Requirement | Min Requirement | Max Compliance limit | Penalty Rate (INR) |
|---|---|---|---|---|
| 1. | Cleaning of external surface Including glass facade, external building surface, structure at entrance plaza at all heights. | Once a month | 1 Day | 500/ Day |
| 2. | Cleaning and disinfection of all water tanks. | Once a month | 1 Day | 5,000/ Day |
| 3. | Pest Control as per scope of Service | 1 Time/ Fortnightly | 1 Day | 1,000/ Day |
| 4. | Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, etc. | On alternate days | 4 Days | 300/ Day |
| 5. | Removal of damages CFL's and fixtures if required. | immediate | Compulsory | As per twice the market rate of damaged / Theft fixture or 500/ Day whenever is required. |
| 6. | Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub | On alternate days | 1 week | 300/ Day |

| | | | | |
|---|---|---|---|---|
| | panels including replacement of all fixtures if found theft or damaged, | | | |
| 7. | Up-keeping and cleaning of garden/lawn as per scope of service | Daily | Compulsory | 500/ Day |
| 8 | Cleaning and Maintenance of Pathway as per scope of service | 1 time / Day | 1 Week | 500/ Day |

### *III. Reporting*

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

a. Initial Review Report;

b. Monthly Reports;

c. Deployment Report; and Attendance Reports

d. Statutory compliance intimation report The MIS report shall cover the following aspects:

   a. Consumption and stock of consumables

   b. Compliance of preventive maintenance plan

   c. Resource deployment report (manpower, equipment)

   d. Expense report (committed and invoiced amounts)

   e. Status of periodic activities as described under scope of work for Operation, Maintenance.

   f. Facility Inspection: The FMS shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The FMS shall indicate frequency of inspection covering all premises.

   g. Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.

   h. Complaint Management reporting.

   i. FMS has the option to use /implement any software for managing the Facility.

   j. FMS shall submit the Performa and format and the same shall be approved by Authorized Officer.

   k. Any other reports / compliance certificates as needed from time to time.

## A 5 Deduction for Non-Performance

Subject to the terms and conditions mentioned in the Contract, any deficiency by the FMS in the performance of its delivery obligations, shall render him liable to any or all of the following penalties

| Description | Expected for up keep | Min Obligation | Deduction recovery to be affected in the |
|---|---|---|---|
| ACBs/ Panels/ Cables | 100% | Critical ACBs: 100% | 1% of the monthly bill |
| CCTV | 100% | 98% | 1% of the monthly bill |
| Shortfall in deployment of minimum manpower described in the agreement | 100% | 100% | 3% of the monthly bill |
| Minor Defects as per the prescribed standard | 100% | 98% | 1% of the monthly bill |
| House-keeping works as per Agreement | 100% | 95% | 1% of the monthly bill |

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

**FORM-T7 COMMITTMENT FOR PROPOSED EQUIPMENTS AND MATERIALS**

**1. List of Proposed Equipments:**

| Sl. No | Equipment | Requirement | Specification | Capacity | Present Condition | Remarks |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

**2..Proposed list of Materials / Consumables to be used**

| Sl. No | Equipment | Name of consumable proposed (with details and make) | | Utilisation | |
|---|---|---|---|---|---|
| 1 | Consumable | Make / Brand | Per Day | Per Week | Per Month |
| | | | | | |

Note:

1. All the equipments and consumables are considered in costing for financial bid needs to be reported here**.**

2. The bidder shall procure Diesel / Lubricants / Oils to be used in for any kind of machinery installed at the facility like in substation, DG set and other equipment and the same shall be paid as per actuals on production of bills / consumption details etc. by the Bidder to the Client.

3. The Bidder shall procure all related consumables like toiletries, spares, fasteners/ fixtures required (If any), housekeeping consumables etc. and the cost of the same shall be borne by the Bidder.

Yours sincerely,

**Authorized Signature**
**[In full and initials]**

**Name and Designation of the Signatory:**
**Name of the Bidder and Address:**

# SECTION -III

**Schedule of Requirement:**

Tentative requirement of Manpower / Machinery to be deployed for the proposed services given here as under:-

| **OPERATION ANDMAINTENANCE** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **A) CLEANING SERVICES** | | | | | | | | | |
| Sl. No. | Description | District Court, Bargarh | Padampur | Sohela | Barpali | Bijepur | Attabira | Bheden | **Total Qty** |
| 1 | FMS Manager | 1 | | | | | | | 1 |
| 2 | Supervisor | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| 3 | Toilet sweeper/ FloorCleaner/sweeper/ Sewer-man/ Plumber/Fitter | 18 | 8 | 5 | 4 | 4 | 4 | 4 | 47 |
| **B) PEST CONTROL SERVICE** | | | | | | | | | |
| 1) | Pest Control | 1 | | | | | | | 1 |
| 2) | Helper | 1 | | | | | | | 1 |
| **C) GARDENINGWORKS** | | | | | | | | | |
| 1) | Gardeners/Mali | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 8 |
| **D) ELECTRICAL MAINTENANCE** | | | | | | | | | |
| 1)<br>2)<br>3)<br>4) | Electrician / Wireman / DG Technician / AC Technician | 4 | 3 | 2 | 2 | 2 | 2 | 2 | **17** |
| | Total | 29(25+4) | 13 (10+3) | 9(7+2) | 8(6+2) | 8(6+2) | 8(6+2) | 8(6+2)) | **83** |

***[NB: All the scopes are tentative & can be modified as per the requirement of the tender inviting authority. Strike out the service which is not required for the purpose]***

## SECTION – IV

# GENERAL TERMS AND CONDITIONS

1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
3. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
5. The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
6. Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
8. The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.

9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
16. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
19. The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.
20. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account

through online transfer and submit the details to the authority for necessary records.

21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1(one) month prior notice to the Service Provider.
23. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
25. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
26. All disputes shall be under the jurisdiction of the court situated at Bargarh in the State of Odisha**.**
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.

## SECTION – V

# TECHNICAL BID

### COVERING LETTER
***(BIDDER LETTER HEAD)***

*[Location, Date]*

**To**

**[Name and Designation of**
**Tender Inviting Authority]**
**[Office Address and Location]**

**Sub : Tender for ENGAGEMENT OF OUTSOURCING of**[Insert Name of the Service] **at** [Insert Name of the Office / Location] [Technical Proposal]

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for [Insert Name of the Service] in accordance with your Tender Notice No.: _____, Dated_____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Tender document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

**Authorized *Signatory***
***with Date and Seal***

**Name and Designation: _____**
**Address of the Bidder: _____**

**(FORM – T1)**

| | | |
|---|---|---|
| 1. | Name of the Bidder | |
| 2. | Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details) | DD No.: |
| | | Date: |
| | | Amount (Rs.) |
| | | Drawn on Bank: |
| 3. | Name of the Director / | |
| 4. | Full Address of Registered Office | Postal Address: |
| | | Telephone No.: |
| | | FAX No.: |
| | | E-Mail Address: |
| 5. | Name &telephone number of the authorized person signing the bid | Name and Designation: |
| | | Mobile Number: |
| 6. | Bank Name | Account Number: |
| | | Bank and Branch Name: |
| | | IFSC Code |
| 8. | PAN No. (Attach self attested copy) | |
| 9. | GSITN (Attach self attested copy) | |
| 10. | E.P.F. Registration No. (Attach self attested copy.) | |
| 11. | E.S.I. Registration No. (Attach self attested copy.) Attach attested copy) | |
| 12. | PSARA Licence No. & Valid up to **(Applicable In case of Security Services** | |
| 13 | Acceptance to all the terms & conditions of the tender (Yes/No). | |

| | | |
|---|---|---|
| 14 | Power of Attorney / authorization letter for signing the of the bid documents | |
| 15 | Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid. | |
| 16 | Kindly mention the total number of pages in the tender document. | |

## 17. Financial Turnover of the bidder for the last 5 financial years.(*)

| Financial Year * | Turn Over Amount (In INR) | Average Turnover (in INR] |
|---|---|---|
| **FY1** | | |
| **FY2** | | |
| **FY3** | | |
| **FY4** | | |
| **FY5** | | |

**from the date of issue of tender*

## 18. Details of the similar type service provided by the bidder in last 5 years:

| Sl. No. | Period | Name of Authority with Complete Address & Fax no | Type of services provided with details of manpower /machinery deployed | Contract Amount (in INR) | Duration | |
|---|---|---|---|---|---|---|
| | | | | | From | To |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

## 19. Declaration

I, Shri Son/Daughter/Wife of Shri _____ , Proprietor/ Director/ Authorized signatory of _____ (Name of the Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(**Signature of Authorised Representative with seal)**

Place: ……

Date: ……

**Enclosures:**

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable

## FORM-T2

# UNDERTAKING

***[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]***

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

***Authorized Signature***
***[In full and initials]***

**Name and Designation of the Signatory :**

**Name of the Bidder and Address :**

## FORM-T3

# UNDERTAKING

***[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding not have any pending judicial proceedings for any criminal offences]***

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

***Authorized Signature***
***[In full and initials]***

**Name and Designation of the Signatory:**
**Name of the Bidder and Address:**

# TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the ***lowest and competitive evaluated bid price.***

## SECTION – VI

# FINANCIAL BID

**COVERING LETTER**
***(BIDDER LETTER HEAD)***

*[Location, Date]*

**To**

**[Name and Designation of**
**Tender Inviting Authority]**
**[Office Address and Location]**

**Sub : Tender for ENGAGEMENT OF OUTSOURCING of** [Insert Name of the Service] **at** [Insert Name of the Office / Location] [Financial Proposal]

Sir,

I, the undersigned, offer to provide the services for [*Insert title of the Service*] in accordance with your Tender No._____, Dated: _____. Our attached financial price is **[*Insert* a*mount(s) in words and figures*] for the proposed service.** This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

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

**Name and Designation of Signatory with Date and Seal :**

**Address of the Bidder :**

## (FORM –F1)

# (Administrative Charge)

| Manpower Details: | | | | | |
|---|---|---|---|---|---|
| **Sl. No.** | **Category of Manpower** | **Requirement** | **Cost per Unit in INR(Inclusive of remuneration and all statutory dues)** | **GST as (applicable)** | **Total** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| **A. Sub Total (Manpower Cost) in INR** | | | | | |

| Equipment Details | | | | | |
|---|---|---|---|---|---|
| **Sl. No.** | **Description of Equipment** | **Requirement** | **Cost per Unit in INR** | **GST (as applicable)** | **Total in INR** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| **B. Sub Total (Equipment Cost) in INR** | | | | | |

| Consumables / Recurring Material Details | | | | | |
|---|---|---|---|---|---|
| **Sl. No.** | **Description** | **Requirement** | **Cost per Unit in INR** | **GST (as applicable)** | **Total in INR** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| **C. Sub Total (Consumable Cost) in INR** | | | | | |
| **D. Total in INR (A+B+C)** | | | | | |
| **E. Service Charges @ .....** | | | | | |
| **F. Total Administrative Charges (D+E)** | | | | | |

- ***Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.***
- ***The bids with "Nil" or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage.***

Place: ……
Date: ……

(**Sign and Seal of Authorised Representative)**

## SECTION – VII

# BID SUBMISSION CHECK LIST

| Sl. No | Description | Submitted (Yes/No) | Page No. |
|---|---|---|---|
| **TECHNICAL BID (ORIGINAL)** | | | |
| 1 | Covering Letter in Bidders Letter Head | | |
| 2 | Bid Processing Fee | | |
| 3 | EMD | | |
| 4 | Copy of Incorporation / Registration Certificate of the Bidder | | |
| 5 | Copy of PAN | | |
| 6 | Copy of GSTIN | | |
| 7 | Copies of Income Tax Clearance Certificate for the last three Assessment years | | |
| 8 | Copy of Valid EPF & ESI Certificate | | |
| 9 | Copy of valid PSARA Licence (in case of Security Services)/Labour license | | |
| 10 | TECHNICAL BID duly filled in **(Covering Letter, FORM- TI, T2 and T3)** | | |
| 11 | Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years | | |
| 12 | Power of Attorney in favour of the person signing the bid on behalf of the bidder. | | |
| 13 | List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities | | |
| 14 | Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.**(FORM- T2)** | | |
| 15 | Undertaking for not having any police case pending against the bidder **(FORM- T3)** | | |
| **FINANCIAL BID (ORIGINAL)** | | | |
| 1 | Covering Letter in Bidders Letter Head | | |
| 2 | Duly Filled in Financial Bid **(FORM- F1)** | | |

It is to be ensured that:

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

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

**Name and Designation with Date and Seal:** _____

## SECTION – VIII

# SERVICE AGREEMENT

**(To be made on Rs. 100.00 Non Judicial Stamp Paper)**

This **CONTRACT** is made on the **_____** between, **the District Judge, Bargarh represented through the Registrar, Civil Courts, Bargarh** (hereinafter called as the **"Client"**) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part**

**AND**

**_____,**registered under _____ with its principal place of business at _____ (hereinafter called the "Comprehensive Facilities Management Service Provider") of the 2nd Part represented by _____, which expression where the context so requires or admits shall also include its successors or assigns of the **other part**

***WHEREAS***

_____ issued Tender vide Letter No._____ Dated_____ to the Comprehensive Facilities Management Service Provider for execution of "**ENGAGEMENT OF OUTSOURCING AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICESAT DISTRICT COURT COMPLEX, BARGARH AND TALUK COURT COMPLEXES BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR** and the Comprehensive Facilities Management Service Provider offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No._____ Dated _____

***AND***

**WHEREAS** above stated offer and willingness conveyed under Letter _____ dated _____ by the Comprehensive Facilities Management Service Provider has been duly accepted by the Client vide its Letter No. _____ dated _____for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

**NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS**:

**1. <u>Scope of Work</u>:**

The Comprehensive Facilities Management Service Provider shall engage efficient and experienced personnel to render the required service of "**ENGAGEMENT OF OUTSOURCING AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICESAT DISTRICT COURT COMPLEX, BARGARH AND TALUK COURT COMPLEXES BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR".**

**2. Agreement Period:**

This Agreement shall remain valid for a period of 2 years effective from the _____ to _____ (both days inclusive).

**3. Contract Value:**

**a)** The total contract value is _____ [ in words] only per Year for the period of contract except GST (as applicable] etc. pertaining to the "**ENGAGEMENT OF OUTSOURCING AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICESAT DISTRICT COURT COMPLEX, BARGARH AND TALUK COURT COMPLEXES BARPALI, BIJEPUR, ATTABIRA, BHEDEN, SOHELA & PADAMPUR** as per the approved scope of work. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, Semi-skilled, Skilled and High Skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.

**b)** No other terms and conditions put forth by Comprehensive Facilities Management Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 16 of Section-IV of the Tender and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

**4. Terms of Payment :**

**a)** The District Judge, Bargarh will make payment on the basis of monthly bills furnished' by the Comprehensive Facilities Management Service Provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 15 days from the date of submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the Tender and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

**b) Security Deposit**:

The Comprehensive Facilities Management Service Provider shall have to deposit an amount of @10% of the Annual contract value in shape of Performance Bank Guarantee in favour of Registrar, Civil Courts, Bargarh. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

**5. Schedule for the Service:**

The schedule for the service will be provided by the Comprehensive Facilities Management Service Provider as per the agreed terms and conditions between the parties. The Comprehensive Facilities Management Service Provider shall deploy number of personnel for carrying out the services.

**6. Authorized Representative:**

**a)** Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.

**b)** The Comprehensive Facilities Management Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

**7. Risk & Responsibility:**

**a)** The Comprehensive Facilities Management Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at "**District Court Complex, Bargarh And Taluk Court Complexes Barpali, Bijepur, Attabira, Bheden, Sohela & Padampur** against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client will not be responsible and be held liable for any such death injury or accident to the employees' and any other personnel deployed by the Comprehensive Facilities Management Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Comprehensive Facilities Management Service Provider shall reimburse such damages or compensation on demand.

**b)** The Comprehensive Facilities Management Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.

**c)** The Comprehensive Facilities Management Service Provider shall provide qualified uniformed staff to perform the services. The employees of Comprehensive Facilities Management Service Provider entering the premises of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.

**d)** The Comprehensive Facilities Management Service Provider shall conduct periodic general medical checkup of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable

disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.

**e)** The Comprehensive Facilities Management Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

**f)** The Comprehensive Facilities Management Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.

**g)** "Right man for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Comprehensive Facilities Management Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.

**h)** The Service Provider should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorised officer from time to time.

**8. <u>Statutory Compliances :</u>**

**a)** The Comprehensive Facilities Management Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Comprehensive Facilities Management Service Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.

**b)** The Comprehensive Facilities Management Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Authority and shall furnish as and when demanded.

**c)** The Comprehensive Facilities Management Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this

Agreement shall be released by the client only upon the Comprehensive Facilities Management Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

**d)** The Comprehensive Facilities Management Service Provider shall provide First Aid facilities at the work place according to applicable laws.

**e)** In the event of the Comprehensive Facilities Management Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Comprehensive Facilities Management Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Comprehensive Facilities Management Service Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

## 9. Liability and Indemnity:

The Comprehensive Facilities Management Service Provider shall be responsible and liable for and shall indemnify the client and keep "**District Court Complex, Bargarh And Taluk Court Complexes Barpali, Bijepur, Attabira, Bheden, Sohela & Padampur**", safe and harmless at all time against:

**a)** Any and all claims, liabilities, damages, losses, costs, charges. expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the client directly or indirectly by reasons of.

**b)** Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Comprehensive Facilities Management Service Provider or its facility staff.

**c)** Any theft robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff.

## 10. Limitation of Liability:

ln any case, the liability of the service provider shall not exceed _____ per occurrence.

## 11. Sub-Contracting:

The Comprehensive Facilities Management Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any

of its rights and obligations under this agreement to any third party without the prior written permission from competent Client in case of emergency requirements.

## 12. Loss/ Theft / Damage:

The Comprehensive Facilities Management Service Provider shall responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belongs to the client because of any act of negligence, commission or omission of its employees while discharging their duties.

## 13. Exclusion of Consequential Loss:

The Comprehensive Facilities Management Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

## 14. Breach of Agreement, Penalty & Termination of Agreement:

### a) Breach of Agreement:

In case of breach of Agreement or default by the Comprehensive Facilities Management Service Provider, the client shall have a right of lien and first charge over all the properties of the Comprehensive Facilities Management Service Provider lying in int premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money with liberty to the client to terminate the agreement.

### b) Penalty:

i. In case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Comprehensive Facilities Management Service Provider.

ii. A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Comprehensive Facilities Management Service Provider.

iii. Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Comprehensive Facilities Management Service Provider, the client shall give a written notice of the default and or omission or commission and the Comprehensive Facilities Management Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

iv. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Comprehensive Facilities Management Service

Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

**c) Termination of Agreement:**

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the client shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly the Comprehensive Facilities Management Service Provider shall have right to terminate the contract in case the client fails to pay the admissible dues stipulated under clause-4 hereof on more than 3 occasions in a calendar year.

**15. Force Majeure:**

Neither party shall be responsible for any damage caused by natural calamities' like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the client and such decision cannot be questioned in any court of law.

**16. Post Termination Responsibility of the Comprehensive Facilities Management Service Provider:**

Upon termination of this agreement, the Comprehensive Facilities Management Service Provider shall immediately deliver all the documents and any/all data, plant, machineries &equipments held by it and which are in possession/ custody/control of its facility staff to the client. The Comprehensive Facilities Management Service Provider shall also forthwith remove all its facility staff together with its machines./equipment whatsoever from the premises of the client under intimation of the designated Client.

**17. Jurisdiction:**

The court situated at Bargarh in the State of Odisha shall have jurisdiction to decide any disputes or litigations between the parties hereto.

**18.** The following documents attached hereto shall be deemed to be form an integral part of this Contract:

**Annexure- A** : General Conditions of Contract & Scope of work
**Annexure- B** : List of Equipment and Consumables to be utilised for the purpose
**Annexure- C** : List of Manpower to be deployed at the project location
**Annexure- D** : Contract Price &Payment Term

***Signature of Authorised Representative***

**_____** **_____**

*(Client)* *(Comprehensive Facilities Management Service Provider)*

***Witnesses:***

**<u>On behalf of Client</u>**

1.
2.

**<u>On behalf of Comprehensive Facilities Management Service Provider</u>**

1.
2.

# PERFORMANCE BANK GUARANTEE FORMAT

**To**

**NAME & ADDRESS OF THE**
**TENDER INVITING AUTHORITY**

**WHEREAS**_____ (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract No._____ dated _____ to undertake the service …… (description of services) (herein after called "**the contract**").

**AND WHEREAS** it has been stipulated by _____(Name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the Service Provider such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the _____ day of _____ year. Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____ branch a written claim or demand and received by us at our _____ branch on or before Dt_____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

……

**(Signature of the authorized officer of the Bank)**

**……**

**Name and designation of the officer**

**……**

**……**

**Seal, name & address of the Bank & Branch**