BIDDING DOCUMENT

"TENDER FOR ENGAGEMENT OF OUTSOURCING AGENCY FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES IN DISTRICT COURT COMPLEX, JAJPUR AND TALUK COURT COMPLEXES-JAJPUR ROAD, CHANDIKHOLE & SUKINDA"

SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES

OFFICE OF THE DISTRICT JUDGE, JAJPUR, NEAR GANDHI CHOWK, JAJPUR TOWN, AT/P.O./DIST.-JAJPUR, PIN - 755001, ODISHA.

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The information contained in this RFP document (the "**RFP**") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by "CLIENT" to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by "CLIENT" or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for "CLIENT", its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP annexures/attachments/ amendments and obtain independent advice from appropriate sources. "CLIENT" and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

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"CLIENT" also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

"CLIENT" may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. "CLIENT" may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

"CLIENT" reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that "CLIENT" is bound to select service provider or to appoint the successful service provider, as the case may be. "CLIENT" reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by "CLIENT" or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and "CLIENT" shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

OFFICE OF THE DISTRICT JUDGE, JAJPUR AT/P.O./DIST.- JAJPUR, ODISHA-755001

E-Mail ID: dj.jajpur-od@gov.in

INVITATION FOR BIDS IFB No. 01, Dated 25.07.2024

REQUEST FOR PROPOSAL (RFP)

The District Judge, Jajpur ("CLIENT"), invites sealed RFP in double cover system from all interested Bidder/s for "ENGAGEMENT OF OUTSOURCING AGENCY FOR UP-KEEPING, CLEANING AND MAINTENANCE OF ELECTRICAL SERVICES IN DISTRICT COURT COMPLEX, JAJPUR AND TALUK COURT COMPLEXES-JAJPUR ROAD, CHANDIKHOLE & SUKINDA" (COMPREHENSIVE FACILITY MANAGEMENT SERVICES) to be received in Offline mode for package detailed in the table below.

S1. No.	Name of Work	Concerne d	Bid Security in Rs.		Bid Processing fee in Rs
1	2	3	4	5	6
	SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES at District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda. Tentative Estimated cost of the Project: Rs.98,00,000/-	The District Judge, Jajpur	Bid Security in accordance with the FDOM No. 37323/F/dtd. 30.11.2018 and its Annexures @ 2 % of the Estimated cost of the project through	Performance security: -10% of the annual contract value in the form of Bank guarantee valid up to 1 yr 3 months by L1 bidder in accordance with the FDOM No. 37323/F/ dtd.	10,000/-
			payable at Jajpur		

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**, **Jajpur** drawn in any scheduled
commercial bank payable at Jajpur. **Performance Security** shall be
submitted by the successful bidder in the form of Bank Guarantee pledged in
favour of the Registrar, Civil Courts, Jajpur & valid up to **1 year 3 months**.

A. Indicative Scope

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

- 1. Operation and 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
- 5. Reporting and Complaint Management, and
- 6. Coordination with other service providers
- B. Contract Period: 01 year which may be extended for one more year on satisfactory service.
- C. Bid Processing Fee (INR) : 10,000/-(Non-Refundable)
- D. Earnest Money Deposit: 2% of the Estimated cost of the project in shape of Demand Draft.

The **RFP** document can be downloaded from https://jajpur.dcourts.gov.in. Bidders are required to submit the technical and financial bids separately. The bids, in sealed Cover-I "Technical Bid" and sealed Cover-II containing "Financial Bid", should be placed in a third sealed cover superscribed "Bid for Engagement Of Outsourcing Agency For Up Keeping, Cleaning and Maintenance And Electrical Services In District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole and Sukinda". Duly completed proposal along with other prerequisite documents in support of eligibility criteria and the required information as per formats must be submitted through Registered Post/ Speed Post/Courier/ Drop Box available in the office of the Registrar Civil Courts, Jajpur, latest by 08.08.2024 as specified in the critical date sheet below. To clarify the queries of the Bidder/s, a pre-bid meeting is scheduled to be held on 01.08.2024 at 01.30 P.M. in the V.C Hall, Civil Court Complex, Jajpur. For details please refer the RFP Documents.

E. Critical Date Sheet:

1	RFP Issue Date	25.07.2024
2	Last Date for Submission of Pre-Bid queries through email	31.07.2024
3	Pre-Bid Meeting Date and Time	01.08.2024 (01.30 PM)
4	Upload of Pre-Bid Clarification Date	01.08.2024(04.00 PM)
5	Last date and time of receiving Bid	08.08.2024 (5.00 PM)
6	Technical Bid Opening Date and Time	09.08.2024 (01.30 PM)
7	Financial Bid Opening Date and Time	12.08.2024 (04.30 PM)

F. Contact Person:

Sri Bibhu Ranjan Dash, Deputy Administrator, O/o the District Judge, Jajpur Mobile No. 7978052947

G. Complete Address for Submission of Bid:

Office of the District Judge, Jajpur, Near Gandhi Chowk, Jajpur Town, At/P.O./Dist.-Jajpur, Pin – 755001, Odisha.

The authority reserves the right to accept/reject any or all RFPs without assigning any reason therefor.

Sd/-District Judge, Jajpur

Bidder Data Sheet

S1.		DESCRIPTION
No.		
1.	Proposal (RFP) f	Selection of agency for providing comprehensive facility management services for up-keeping, cleaning and maintenance and electrical services in District Court Complex, Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda.
2.	Broad scope of services	 The Broad Scope of services required under through this RFP shall be inter alia as briefed below: 1. Operation and 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 5. Reporting and Complaint Management, and 6. Coordination with other service providers.
3.	Contract Period	01 year which may be extended for one more year on satisfactory service
4.	Method of Selection	Least Cost Selection process(LCS)
5.	Bid Processing Fee	Rs.10,000/- (Ten Thousand Only) in shape of Demand Draft in favour of Registrar, Civil Courts, Jajpur payable at Jajpur.
6.	Submission of Proposal	Intending Bidder/s shall be required to submit their Proposal through Registered Post / Speed Post / Courier / Drop Box (available in the office of the Registrar Civil Courts, Jajpur), as per instructions in the RFP Document on or before the end date and time for proposal submission i.e. 05.00 PM of 08.08.2024 to the following address: Office of the District Judge, Jajpur, Near Gandhi Chowk, Jajpur Town, At/P.O./DistJajpur, Pin - 755001. Odisha. The Client will not be responsible for any postal delay/any consequences in receiving of the

S1.	DESCRIPTION		
No.			
		proposal. Any bid received after the deadline of submission, will be out-rightly rejected.	
7.	Issue of RFP	25.07.2024	
8.	Downloading of RFP Documents	Bidders can download the complete RFP Document from the website of https://jajpur.dcourts.gov.in	
		Date: 01.08.2024	
		Time: 01.30 P.M.	
		Venue: V.C.Hall of Civil Court Complex, Jajpur	
9.	Pre Bid Meeting	Contact Person: Sri Bibhu Ranjan Dash, Designation: Deputy Administrator, District Court, Jajpur	
		Contact Number: 7978052947	
		Bidders may confirm their participation in the pre- bid meeting by sending their queries in respect to the RFP Document as per the prescribed format to the email at dj.jajpur-od@gov.in	
10.	Last date and time of sending queries	Date: 31.07.2024	
11.	Client's response to queries	Date: 01.08.2024 (04.00 PM)	
		Response to all the queries shall be uploaded on the website https://jajpur.dcourts.gov.in without reference to the name of the bidder.	
12.	Last date and time	Date: 08.08.2024	
14.	of Submission of Bid (Bid Due Date)	Time: 5.00 PM Bidders are requested to refer Clause 1.4 for details.	
13.	Date of opening of Technical Bid	Date: 09.08.2024	
	recimical bid	Time: 01.30PM The Technical Bids shall be opened in presence of the authorised representatives of the bidder(s) who wish to remain present at the venue at that time.	

S1.	DESCRIPTION		
No.			
		Bidders are requested to refer Clause 1.6	
14.	Date of opening of Financial Proposal	Date: 12.08.2024 Time: 04.30PM	
		Financial Bids of technically qualified bidders will only be opened in presence of the authorised representatives and evaluated. Bidders quoting lowest financial bid for the first Year i.e L1 among technically qualified bidders shall be identified as selected bidder.	
		Bidders are requested to refer Clause 1.6	
15.	Letter of Award (LoA) to selected Bidder	Within 5 days from the date of issue of award notice.	
16.		Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of bid preparation. The site visit will be facilitated by the Client from Dt.25.07.2024 to Dt.08.08.2024 for the prospective bidders. The details of the authorised person, who is to be contacted, provide guidance for facilitating for the purpose are given below: Sri Bibhu Ranjan Dash, Deputy Administrator, O/o the District Judge, Jajpur Mobile No. 7978052947	
17.	Scope of work, Obligations of Agency and Client, for the assignment:	As detailed in Schedule of Requirements (Section 3 and Form T6)	
18.	Selection process	As detailed in clause 1.3.1	
19.	Earnest Money Deposit (EMD)	Bid Security Declaration in accordance with the FDOM Nos. 8943/F/ dtd. 18.03.2021 read with 8484/F/dtd.05.04.2022, in lieu of EMD Bidders are requested to refer clause 1.12	

S1.	DESCRIPTION		
No.			
20.	Performance Security	Selected bidder must submit Performance Security of the amount equivalent to 10 % of the 1st year Contract Value	
		Bidders are requested to refer Clause 1.11 for details	
21.	Validity of Proposal	Proposals must remain valid for one hundred Twenty (120) days after the submission date	
		Bidders are requested to refer Clause 1.14 for details	
22.	Language(s) of the submitted proposals:	English	
23.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)	
24.	Taxes	As per Clause No 1.2.9	
25.	Selection Criteria for Pre-Qualification (eligibility)	Bidders are requested to refer Clause 1.2.4 for detail	
26.	Evaluation Criteria for Technical Proposal	Bidders are requested to refer Clause 1.7.1	
27.	Annual Comprehensive Facility Management (for up keeping, cleaning, maintenance and electrical services) cost	Lowest financial bid for the first year quoted by the bidder. Payments for the Annual up-keeping, cleaning, Maintenance and electrical services cost (Comprehensive Facility Management) shall be made by the Client on equal monthly instalments basis during contract period. Annual enhancement of cost will be applicable as per clause 1.10.3 of this RFP.	
28.	Signing of Service Agreement (SA)	Within 05 (Five) days from the date of issue of LOA	
29.	Mobilization Period and Commencement of Service:	5 days (Five) from the signing of Service Agreement (SA)	

SECTION-1: Instruction to bidders

1.1 Project Introduction

Project Specification:- District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda			
For District Court Complex, Jajpur:-			
Description	Quantity (Unit)		
Total plot Area	Ac.2.02 dec.		
Total built-up Area	3830 Sqm.		
Total Carpet Area	3970 Sqm.		
Common Area	4344 Sqm.		
UPVC Door	21Nos.		
UPVC Windows	37 Nos.		
Aluminum door	78 Nos.		
Aluminum Windows	115 Nos.		
Wooden Door	57Nos.		
Wooden Windows	35Nos.		
Drinking Water Sump	10000 ltrs but not in use		
Over Head Tank for drinking water	12000 liters		
(Capacity)			
Overhead Tank for Fire Fighting(Capacity)	Nil		
Fire Hydrant Sump(Capacity)	Nil		
Number of Toilets : -	31 Nos. having glazed/ Non-glazed		
Toilets	ceramic tiles floor & Wall with P.H.		
	fittings & fixtures.		
Type of Flooring			
[Please provide detail information regarding	Vitrified Tiles/ Kota Tiles/ AS Flooring		
flooring texture and coverage]			
Other ancillary Building Areas if any	Temple :- 36.67 Sqm.		
D.G. Room with details of Machineries	Annexure-III		
Substation yard Area	Annexure-III		
Garden/Lawn & Plantation			
Lawn area with Planter boxes			
Signage Board	Yes		
A/C Systems with detail specification	Annexure-III		
Any other relevant information in respect	Annexure-III		
of the project location			

Note:

- (i) Area variation is \pm 10 %.
- (ii) Bidders are requested for site visit before preparation and submission of their Bid.

Project Specification:- District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda For Taluk Court Complex, Jajpur Road:-**Description** Quantity (Unit) Total plot Area Ac.0.90 dec. Total built-up Area 823 Sqm. Total Carpet Area 773 Sqm. Common Area 2819 Sqm. Aluminum Windows 38 Nos. Aluminum door 11 Nos. UPVC Windows 3 Nos. UPVC Door 1 No. Wooden Door 19 Nos. Wooden Window 34 Nos. MS Door 8 Nos. MS Window 6 Nos. Drinking Water Sump 10000 ltrs Over Head Tank for drinking water 6000 ltrs (Capacity) Overhead Tank for Fire Fighting(Capacity) Nil Ni1 Fire Hydrant Sump(Capacity) Number of Toilets: -9 Nos. having glazed/ Non-glazed Toilets ceramic tiles floor & Wall with P.H. fittings & fixtures. Type of Flooring [Please provide detail information regarding Vitrified Tiles/AS Flooring *flooring texture and coverage*] Other ancillary Building Areas if any N/A. D.G. Room with details of Machineries Annexure-III Substation yard Area Annexure-III Garden/Lawn & Plantation Lawn area with Planter boxes Signage Board Yes A/C Systems with detail specification Annexure-III Any other relevant information in respect Annexure-III of the project location

⁽i) Area variation is \pm 10 %.

⁽ii) Bidders are requested for site visit before preparation and submission of their Bid.

Project Specification:- District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda For Taluk Court Complex, Chandikhole:-**Description** Quantity (Unit) Total plot Area Ac.1.50 dec. Total built-up Area 2398 Sqm. Total Carpet Area 1676 Sqm. Common Area 3672 Sqm. Aluminum Windows 32 Nos. Aluminum door 1 Nos. Window (Grill with Wood Shutter) 35 Nos Flush Door 45 Nos. Drinking Water Sump Ni1 Over Head Tank for drinking water 20000 ltrs (Capacity) Overhead Tank for Fire Fighting(Capacity) Nil Fire Hydrant Sump(Capacity) Nil Number of Toilets: -11 Nos. having glazed/ Non-glazed Toilets ceramic tiles floor & Wall with P.H. fittings & fixtures. Type of Flooring [Please provide detail information regarding Vitrified Tiles/AS Flooring *flooring texture and coverage*] Other ancillary Building Areas if any N/A. D.G. Room with details of Machineries Annexure-III Substation yard Area Annexure-III Garden/Lawn & Plantation Lawn area with Planter boxes Signage Board Yes A/C Systems with detail specification Annexure-III Any other relevant information in respect Annexure-III of the project location

- (i) Area variation is \pm 10 %.
- (ii) Bidders are requested for site visit before preparation and submission of their Bid.

Project Specification:- District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda For Taluk Court Complex, Sukinda:-**Description** Quantity (Unit) Total plot Area Total built-up Area 108.4 Sqm. Total Carpet Area 43.98 Sqm. Common Area 34.19 Sqm. MS Window 4 Nos MS Door 4 Nos. Drinking Water Sump Nil Over Head Tank for drinking water 2000 ltrs (Capacity) Overhead Tank for Fire Fighting(Capacity) Nil Fire Hydrant Sump(Capacity) Nil Number of Toilets: -Nos. having glazed/ Non-glazed Toilets ceramic tiles floor & Wall with P.H. fittings & fixtures. Type of Flooring [Please provide detail information regarding Vitrified Tiles *flooring texture and coverage*] Other ancillary Building Areas if any Hazat Room-13.93 Sqm. D.G. Room with details of Machineries Nil Substation yard Area Nil Garden/Lawn & Plantation Nil Lawn area with Planter boxes Nil Signage Board Yes Annexure-III A/C Systems with detail specification Annexure-III Any other relevant information in respect of the project location

- (i) Area variation is \pm 10 %.
- (ii) Bidders are requested for site visit before preparation and submission of their Bid.

1.2 General

1.2.1 Scope of Tender

- 1.2.1.1 The District Judge, Jajpur ("CLIENT") (hereinafter referred to as "The Client") invites sealed bids from the eligible bidders for up-keeping, cleaning, Maintenance and electrical services (Comprehensive Facility Management Services) in District Court Complex Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda.
- **1.2.1.2** The successful bidder will be expected to provide the comprehensive facility management services for the intended period specified in the Bidder Data Sheet. Please refer **Form T-6** for scope of work for the proposed services.
- **1.2.1.3** The successful bidder shall become Facility Management Service Provider (FMS) up on completion of contract signing formalities.
- **1.2.1.4** The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.

1.2.2 Client

1.2.2.1 For the purpose of this RFP, Client shall mean **The District Judge, Jajpur** for proposed service.

1.2.3 Reporting Officer

1.2.3.1 Sri Bibhu Ranjan Dash, Deputy Administrator, O/o the District Judge, Jajpur, Contact No.7978052947.

1.2.4 Eligibility Criteria

The bidder should meet the following eligibility requirements to qualify for participation in the bidding process:

Criter ia	Description	Required Supporting Document
	Technical Crite	ria
A.	 The bidder should be registered under appropriate Client; Indian Companies Act 2013 Indian Partnership Act 1932 The Societies Registration Act 1860. Limited Liability Partnership Act 2008. 	Copy of Certificates of Incorporation / Registration issued by the competent Client

B. The bidder must have **executed**Comprehensive Operation,
Maintenance and Multi facility
Mechanised Services in Central/
State Govt./ IT/ ITeS Companies/
Business Centers In India during
last five financial years as on
31.03.2024 of value specified
herein in the relevant area as per
the scope of the work.

Copies of supporting work order / work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per **Format T4**.

One project with minimum 100000 (One Lakh) Sq ft. Built-up areas and not less than the contract value of [RS. 20000000.00]

NB:-

Previous Satisfactory / successful working experience of the intending bidder agencies in Courts, Law Universities/ Colleges, Judicial Academy and similar other Govt. Offices/ Establishments shall be taken into consideration for evaluation of technical bid.

Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate to be submitted along with the technical proposal.

- C. Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- Bidder must not be under D. any declaration of Ineligibility by any Client should and be not blacklisted with anv of the government project as on date of proposal.

Undertaking as per Form T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and non blacklisting needs to be furnished.

		,
E.	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 Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise)
	Financial Capabil	ity Criteria
F.	Bidder should have the average financial turnover of not less than Rs.20000000 (Rupees Two Crore) and should have a positive net worth for last Five financial years, ending 31 st March, 2024, for providing similar type of services as per the scope of the work.	auditor / chartered accountant has to be provided certifying Organizations turnover
G	Must have its own bank account in any scheduled bank situated in Odisha.	1
H.	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 must be submitted on the bidder letter head.

NB:

- i. **Similar works** means undertaken Comprehensive Facility Management Services including operation and maintenance services, cleaning & maintenance, housekeeping, security services, horticulture, waste management, electrical services, etc.
- **ii. Eligible Projects** for the purpose of evaluation shall mean following projects: Similar works executed for Central/ State Govt./ IT/ IteS/ Companies/ Business Centers/ Court Complexes / Law Universities / Colleges / Judicial Academy/ PSUs/ Commercial Complexes/ Luxury Hotels/ Resorts/ Institutional Campus/Corporate House/Hospitals etc.

1.2.5 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on following technical score weightage:

Sl.	Criteria ·	Weightage	
No.	Sub-Criteria	Sub-Criteria	Criteria Total
1	Past experience of the Bidder	Sub Criteria	50
	Experience of Bidder (in	20	
	Number of years in business	i) 5 to 7 years	10
1.1	from the date of incorporation):	ii)7 to 9 years	15
	from the date of meorporation).	iii)More than 10years	20
1. 2	Undertaken one project having comprehensive facilities	30	
	management services with minimum built-up area of 1,00,000 sq. ft. and having the	and contract value	20
	contract value not less than the contract value of [RS. 20000000.00]	ii) For each additional project of similar capacity and contract value	5 (Maximum = 10 Mark)
2	Financial strength of the bidder: Average Annual financial turnover during the last Five financial years, as on 31st March, 2024 Rs.20000000 (Rupees Two Core)	Bidders having (i) Prescribed financial turnover as per the RFP = 5 Marks (ii) For each additional turnover of Rs. 10 Lakh = 1 Mark	
3	Proposed Manpower, Standard	15	
	Operating Procedure, Quality Control Mechanism and Work plan to undertake the comprehensive facilities management at the location	Review of bidders technical proposal with reference to Quality of Service Delivery, Equipment availability, Automation and proposed Technical manpower to be deployed for the purpose	5
		The bidder should have minimum strength of 400 worker under its payroll. Copy of latest EPF & ESIC ECR and payment confirmation slip must be submitted.	10
4	Technical Presentation		20
5	Quality Standards / Certifications for the Service	ISO 9001: 2015 (relating to Facility Management services) & ISO 14001: 2015 Certifications.	5

Bidders who score more than 70% marks shall be considered for further

evaluation.

1.2.6 Proposal Preparation Cost

1.2.6.1 The bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and participate in the bidding process. Client shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.2.7 Project Inspection and Site Visit

1.2.7.1 The Bidder, at his own responsibility and risk can visit, and examine the location of the site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Client shall not be liable for such costs, regardless of the outcome of the bidding process.

1.2.8 Only One Proposal

1.2.8.1 Each bidder will submit only one proposal. Alternative bid is not allowed. Consortium / Joint venture of any form is not allowed under this bidding process.

1.2.9 Taxes

- **1.2.9.1** The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).
- **1.2.9.2** As a condition, precedent for reimbursement of the GST, the FMS shall provide a valid GSTIN and raise **GST compliant Tax Invoice** to the Client.
- **1.2.9.3** The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the FMS from Client shall be solely borne by the FMS. The FMS alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws. Client shall not bear any responsibility in this regard.
- **1.2.9.4** However, towards compliance with the applicable Tax laws, Client shall deduct TDS as applicable from the payments to be made by Client to FMS and a certificate shall be made available to the FMS in support of the evidence.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

1.3.1.1 The proposal/bid against the RFP would be completed through single stage two envelope system:

A. Request for Proposal (RFP) -

RFP comprises of following two parts as briefed below:

a. Part 1: Technical Proposal

- The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.
- Bidders are requested to refer Clause 1.3.6 & 1.7.1

b. Part 2: Financial Proposal

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and evaluated.
- Bidders quoting Lowest Bid Value i.e. **L1** for first year of service among technically qualified bidders shall be selected as successful bidder.
- Bidders are requested to refer Clauses 1.3.7 & 1.7.2

B. Proposal validity shall be as per duration specified in Clause 1.14

- **1.3.1.2** During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by "**CLIENT**" as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Client. All Proposals shall be prepared and submitted in accordance with such terms. There should not be any overwriting allowed in the Financial Bid.
- **1.3.1.3** Client reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidder. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.3.2 Special Instructions for Preparation of Proposal

- **i. Language**: The proposal and supporting documents shall be in English language unless otherwise specified.
- **ii. Currency**: Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the

guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Client, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.

- **iv.** The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections, interlineations or overwriting must be initialed by the authorized representative of the bidder. There should not be any overwriting in the financial bid. Client's decisions in this regard will be final.
- **v.** In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
 - While making the proposal, the bidder must ensure that they provides all the information as sought by Tender Inviting Authority, failing which the proposal shall be considered as non-responsive.
 - Detail working of the lump sum price must be submitted along with the Financial Proposal.
 - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- **vi.** It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - **a)** Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - **b)** Received all such relevant information as it has been requested from Client; and c) made a complete and careful examination of the various aspects of the Project.
- **vii.** No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the

Proposal would be evaluated solely on the basis of available information.

- **viii.** Client shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
- **ix.** Client reserves the right to reject any or all proposals without assigning any reason whatsoever.
- **x.** Client also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- **xi.** Client reserves the right to verify any or all information furnished by the Bidder.
- **xii.** Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- **xiii.** The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Client shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3.3 Submission of queries

Any queries or request for additional information concerning this RFP shall be submitted by email within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

Contact Person: Sri Bibhu Ranjan Dash, Deputy Administrator, O/o the District Judge, Jajpur

Contact Number: 7978052947

Email for communication: dj.jajpur-od@gov.in

The email subject / communication shall clearly bear the following identification/ title:

"Queries / Request for Clarification: Name of the Assignment"

The Bidder shall mention the name of firm and contact details of their representative on the envelope/email while sending queries:

The queries should necessarily be submitted in the following format:-

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

Any requests for clarifications after the bid submission date shall not be entertained.

1.3.4 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which Client may hold at its own discretion; Client may amend the RFP document. The clarifications to the list of queries along with addendums if any, will be uploaded on the websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of bid, Client may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum".

1.3.5 Bidder/s submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the clause 1.2.4 (Eligibility Criteria)

1.3.6 Submission for Technical Proposal

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-4 of the RFP Document. Submission of wrong form of technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section 5.

The following Forms needs to be submitted along with the technical proposal:

Forms no.	Format Details			
FORM-T1	Covering Letter			
FORM-T2	A: Bidder's Organisation			
	B: Financial Capacity of the Bidder			
FORM-T3	Power of Attorney			
FORM-T4	Past Experience in Similar Sector			
FORM-T5	Undertaking			
FORM-T6	Scope of the Work			

FORM-T7	Commitment for proposed Equipment and Materials			
FORM-T8	Proposed manpower deployment plan and standard operating procedure			
FORM-T9	Quality control mechanism			
FORM -T10	Anti-Collusion Certificate			

1.3.7 Submission for Financial Proposal

i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 6).

Forms No.	Enclosures to Financial Proposal			
FORM F1:	Financial Proposal Submission Form			
FORM F2:	Financial Bid			
FORM F3:	Detail Break Up of Financial Offer			

- **ii.** The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- **iii.** All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.
- **iv.** The financial proposal shall be in the form of lump-sum amount (in the form of Annual Comprehensive Facility Management Cost quoted in INR for First Year) and shall be exclusive of any taxes/GST that may be applicable. Detail break-up of the lump-sum amount must also be worked out and to be submitted along with the financial proposal.

1.4. Preparation and Submission of Bids

1.4.1 Preparation of Bids

- **a)** Bidders should take into account all clarifications / corrigendums / addendums to the RFP document published before preparation and submission of their proposals.
- **b)** Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

1.4.2 Submission of Bids

The bids shall be submitted through **SPEED POST / REGISTERED POST** / **COURIER/ DROP BOX** (available in the office of the Registrar Civil Courts, Jajpur), under two cover system i.e., viz., **Technical Proposal (Cover-I) and Financial Proposal (Cover-II).** All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The proposals submitted through Telegram/Fax/email/any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

1) Cover - I Technical Proposal:

- Bid Processing Fee and EMD as applicable.
- The documents as specified in clause 1.3.6 of this RFP are to be self-attested and furnished by the Bidder (i.e. checklist and Form T1 to T10).
- Signed copy of the RFP.
- All required documents

2) Cover - II Financial Bid (Check list):

• The formats as specified in clause 1.3.7 of this RFP are to be self-attested and to be furnished by the Bidder.

1.5 Modifications/ Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date.

1.6 Opening of Proposal

Client reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal)

The documents in Cover-I submitted by respective bidders will be opened on the date and time stipulated in the "Bidder Data Sheet", processed & scrutinized to determine Non- Responsive Proposals. Prior to evaluation of Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- is received by the proposal due date pursuant to point 12 of the Bidder Data Sheet
- is submitted pursuant to Clause 1.3

- is accompanied by the Power of Attorney as specified in Form T3, as applicable.
- accompanied by Bid Processing Fee and EMD as applicable
- contains all the information as requested in the RFP;
- all pages of the Proposal are signed by Authorized representative of Bidder.
- contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any financial information
- Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by Client in respect of such Proposals.

Client would subsequently examine and evaluate Proposals in accordance with the selection process specified at Clause 1.7.1 and the criteria & bid evaluation parameters as set out in Clause 1.2.4 and 1.2.5 of this RFP.

Stage 2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Client would prepare a list of technically qualified Bidder/s in terms of Clause 1.7.2 for opening of their Financial Proposals. Client will not entertain any query or clarification from Bidder/s who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.7.2.

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorized representative of the bidders and evaluated for compliance with the qualification criteria as defined in clause 1.2.5 of the RFP. The technically qualified bidders as per clause 1.2.5 would only be considered for Financial Proposal evaluation.

1.7.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (as indicated in clause 1.7.1) will only be opened and evaluated. Bidders quoting lowest Financial Quote i.e **L1** for Year 1 (as per Form T2), among technically qualified bidders shall be identified as **"Selected Bidder"**.

1.8 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Client to the Selected Bidder and the Selected Bidder shall, within such period as the client requires (which shall ordinarily be less than 5 (five) days) of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, the next eligible Bidder may be considered.

1.9 Execution of Service Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement (SA) within the period as the client requires, which under no circumstances shall be more than the period prescribed in "Bidder Data Sheet". The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement. The Selected Bidder shall submit Performance Bank Guarantee before signing of Service Agreement.

1.10 Implementation Process and Contract Period

The date on which the Service Agreement will be signed between "CLIENT" and "Selected Bidder" will be identified as the 'Commencement Date';

1.10.1 Mobilisation Period

The Agency will be granted **05 calendar days** from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the 'Effective Date';

The Client may request to mobilize part team on priority (if need be) during mobilization period, FMS shall extend required assistance to the Client if such request is raised.

1.10.2 Contract Period

The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period of **O1 year which may be extended for one more year on satisfactory service.** The FMS shall provide a consolidated list of equipment's procured by the FMS and update the Client on annual basis for records.

1.10.3 Payment Terms and Enhancement

- i. The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal **monthly** instalments basis during contract period.
- i. Overall cost enhancement of 3% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost. Following example is for clarity:

1 st Year	No enhancement				
2 nd Year	3%	enhancement	on	Annual Comprehensive	
	Facility Management Cost paid in 1 st Year				

iii. However, if after taking into account the changes/ increase in minimum wages/ statutory wages payables to workers, such increase may be considered (even if, with that increased contract value will escalate more than the overall limit of 10% per annum on the initial value of contract).

1.11 Performance Security

- 1.11.1 Within 3 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 10% of the Annual Contract Value as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of Registrar, Civil Courts, Jajpur. Failure of the successful Bidder to comply with the requirements of Sub- clause 1.11.1 shall constitute sufficient grounds for cancellation of the award.
- 1.11.2 The performance security submitted shall be valid for a period of 1 Year and 3 months from the date of effectiveness of the contract. The authenticity of the PBG will be get properly verified by the Client from the local branch of the issuing bank prior to execution of the contract.
- **1.11.3** It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- **1.11.4** Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Client before the expiry date of the Bank Guarantee originally furnished.

1.11.5 Appropriation of Performance Security

Performance Security submitted by the FMS shall be forfeited if the FMS fails to commence operations as per the requirements of this RFP.

In the event the FMS fails to perform any or all its obligations under the Service Agreement and damages are imposed for such failure, the Client shall have right to appropriate such amount as damages from the Performance Security submitted by the FMS.

Upon occurrence of a FMS Default or failure to meet any condition as per the Service Agreement, the Client shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such FMS Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the FMS shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Client shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the FMS shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the FMS Default or to meet any Condition Precedent, and in the event of the FMS not curing its default or meeting such Condition Precedent within such Cure Period, the Client shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

1.11.6 Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the Client's right to receive or recover amounts, if any, due without any interest within 90 days after completion of Contract.

1.12 Bid Security/EMD

1.12.1 The proposal complete in all respect as specified must be accompanied with a Non- refundable amount of **Rs.** 10,000.00/- towards Bid Processing Fee in form of Demand Draft in favour of "The Registrar, Civil Courts, Jajpur", drawn in any scheduled commercial bank and payable at Jajpur failing which the bid will be out rightly rejected. The proposal should also be accompanied by a "Bid Security Declaration" in accordance with the FDOM No. 37323/F/ dtd. 30.11.2018 and its Annexures, in lieu of EMD. The bid should be sent through Speed Post/Registered Post/Courier/ Drop Box (available in the

office of the Registrar Civil Courts, Jajpur), so as to reach the authority by 08.08.2024.

1.12.2 Bidder should prepare the 'Bid Security Declaration' as per the instructions specified in the RFP document **(Format-A)**.

1.13 Power of Attorney

1.13.1 The Bidder should submit a Power of Attorney in the format specified at **Form T3** of Section 5 authorizing the signatory of the Proposal to commit the Bidder.

1.14 Proposal Validity

- 1.14.1 The Bidder Data Sheet Sl. No 21 indicates that the proposal will remain valid for a period of 120 days after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. Client will make its best effort to complete the selection process within this period. If required, the Client may request the bidders to extend the validity period of their proposals. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance Client shall not consider such proposal for further evaluation.
- **1.14.2** Bidders are requested to refer "Bidder Data Sheet" for applicable duration of validity.

1.15 Conflict of Interest

- **1.15.1** Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (FMS) under any of the circumstances set forth below:
- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Client/Ministry's staff who is directly or indirectly involved in any part of
- i. the preparation of the Terms of Reference of the Assignment/job,
- ii. the selection process for such Assignment/job, or
- **iii.** Supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a

manner acceptable to the Client.

1.15.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.16 Corrupt or Fraudulent Practices

- **1.16.1** Client desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Client:
- **a)** will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- **b)** if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Client defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

1.17 Prohibition against collusion amongst bidder(s)

1.17.1 Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Client's sole discretion. **The format for Anti-Collusion Certificate has been provided in Form T-10 under Section 4 of the RFP document.**

1.18 Confidentiality

1.18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the

proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.19 Interpretation of Documents:

- **i.** Client will have the sole discretion in relation to:
 - a) The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - b) All decisions relating to the evaluation of Proposals.

Client will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

- **ii.** In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:
 - a) Service Agreement,
 - b) Information and Instructions to Bidder.
- **iii.** Client reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion.

SECTION - 2: Key clauses of Service Agreement

2.1 Sub-contracting

2.1.1 The selected service provider is not allowed to sub-contact any portion of work to any entity under this contract.

2.2 Other contractors

- **2.2.1** The facility management service provider (FMS) shall cooperate and share the service areas with other contractors, Occupants, Operators, Public authorities associated with the Client as and when required.
- **2.2.2** The facility Management service provider shall as referred to in the contract, also provide facilities and services for them as described in the schedule. The Client's representative may modify the schedule of other contractors and shall notify the FMS of any such modification.

2.3 Materials, Machinery & Equipment

- **2.3.1** The FMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Client as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.
- **2.3.2** The FMS shall bear all the costs including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- **2.3.3** All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Client. The Client may summon the complete record of the procurement of materials from the service provider at any time if needed. At site, the material shall be accounted in a manner prescribed by Client in writing.
- **2.3.4** The material procured by the service provider shall be strictly according to the specification of that material conforming to ISI standard or any other approving Client as applicable.

2.3.5 Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in Charge to remove the material.

2.4 Labour

- **2.4.1** The FMS shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- **2.4.2** The FMS shall, if required by the Client, deliver to the Client a return in detail, in such form and at such intervals as the authorised officer of Client may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

2.5 Compliance with Labour Regulations

- **2.5.1** During continuance of the contract, the FMS shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local Client and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local Client.
- **2.5.2** The FMS shall keep the Client indemnified in case any action is taken by the Client on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Client is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Client shall have the right to deduct any money due to FMS, including his amount of performance security. The Client shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by the Client.
- **2.5.3** The employees of the FMS in no case shall be treated as the employees of the Client at any point of time.

2.6 Insurance

- **2.6.1** The FMS shall provide, in the joint names of the Employer and the FMS, insurance cover from the Start Date to the end of the Maintenance Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risk:
- a. loss of or damage to the Works, Plant and Materials;

- b. loss of or damage to Equipment:
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
- d. Personal injury or death.
- **2.6.2** Policies and certificates for insurance shall be delivered by the FMS to the Client for the Client's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- **2.6.3** If the FMS does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- **2.6.4** Alterations to the terms of insurance shall not be made without the approval of the Client.
- **2.6.5** Both parties shall comply with any conditions of the insurance policies.

2.7 Safety

- **2.7.1** The FMS shall be responsible for maintaining the safety of all activities on the site.
- **2.7.2** In respect of all labour directly or indirectly employed in the work for the performance of the FMS's part of this contract, the FMS shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- **2.7.3** FMS is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, FMS is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

2.8 Liquidated Damages

- **2.8.1** The FMS shall pay liquidated damages to the Client at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Client may deduct liquidated damages from payments due to the FMS. Payment of liquidated damages does not affect the FMS's.
- **2.8.2** In case of continued default or repetitive non-performance at regular intervals, Client may go on enhancing the levy of liquidated damages, each time limited to 1% of contract price per month of further default subject to maximum limit of 10%.

2.9 Cost of Repairs

2.9.1 Loss of damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the duration of Contract shall be remedied by the FMS at FMS's cost if the loss or damage arises from the FMS's acts or omissions or damage to main FMS's work.

2.10 Manuals & Registers

- **2.10.1** The FMS shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.
- **2.10.2** If the FMS does not submit the asset register at the end of the contract period or they do not receive the Client's approval, the Client reserves the right to withhold the final bill payable to the FMS.

2.11 Force majeure

Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

(A) Non-Political Events

- (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- (b) Radio active contamination, ionizing radiation
- (c) Epidemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- (e) Strikes or boycotts or industrial action or any public agitation of any kind;
- (f) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Event

- (a) Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied;
- (b) Expropriation or compulsory acquisition by any Competent Client of the Project or part thereof or any material assets or rights of the FMS; provided the

same has not resulted from an act or default of the FMS or such person;

The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if facts justify.

2.12 Termination

- **2.12.1** The authorized officer on behalf of the Client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, **60 days' notice** in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.
- **2.12.2** Fundamental breaches of Contract include, but shall not be limited to the following:

a) Breach of contract by FMS

- i. the FMS stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
- ii. the FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. the authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMS fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
- iv. the FMS does not maintain a Performance Security which is required;
- v. the FMS has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- vi. If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the FMS is a partnership firm or any other such legal entity having more than one constituent, the FMS shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/extent of partnership or other interest of the original constituents of the FMS shall not be diluted or varied during the subsistence of Contract.
- viii. The FMS shall not engage the services of any Sub-FMS for the purposes of

discharging entire obligation under the Contract without approval of the Client.

- ix. If the FMS, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the FMS commits any acts of defaults with respect to conditions of contract.

b) Breach of contract by Client

- i. the authorized representative of the Client instructs the FMS to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
- ii. the Client is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. A payment certified by the authorized representative of the Client is not paid by the Client to the FMS within 60 days of the date of certification by the Authorized representative of the Client.
- **2.12.3** If the Contract is terminated the FMS shall stop work immediately, make the Site secure and hand over all the assets of the Client under its control and leave the Site as per the provision of the contract.
- **2.12.4** After the termination of the contract under this clause, the Client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The FMS shall have no claim against the Client in this regard.
- **2.12.5** The FMS shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within Ten (10) days from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The Client shall verify the facts and grant such extension, if circumstance justify.

2.13 Payment upon Termination

2.13.1 If the Contract is terminated because of a fundamental breach of Contract by the FMS, the authorized representative of the Client shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less

the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the FMS the difference shall be a debt payable to the Client.

2.13.2 If the Contract is terminated because of a fundamental breach of Contract by the Client, the Client shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the FMS and available at site, the reasonable cost of removal of Equipment, repatriation of the FMS's personnel employed solely on the Works, and the FMS's costs of protecting and securing the works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.

2.13.3 No Compensation for Alteration in or Restriction in Works

2.13.4 If at any time, after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the authorized representative of the Client shall give notice in writing of the fact to the FMS, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive inconsequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

2.14 Obligations of Facility Management Contractor

2.14.1 General

A. Standard of Performance

The FMS shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The FMS shall at all the times support and safeguard the Client's legitimate interest in any dealings with the other parties.

B. Law governing Services

The FMS shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of FMS, comply with the Applicable Law. The Client shall notify FMS in writing of the relevant local customs, and the FMS after such notification, respect such customs.

C. Conflict of Interest

The FMS shall hold the Client's interests paramount, without any consideration for future works, and strictly avoid conflict with other assignments or their own corporate interests.

a. FMS not to benefit from commissions, discounts, etc.

- i. The payment of the FMS pursuant to clause 1.10.3, hereof shall constitute the FMS's only payment in connection with this Contract and, the FMS shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the FMS shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
- ii. Furthermore, the FMS shall comply with the CLIENT's applicable procurement guidelines for procurement of goods, works or services.

b. FMS and affiliates not to be otherwise interested in Project

The FMS agrees that, during the term of this Contract and after its termination, the FMS and any entity affiliated with FMS, shall be disqualified from providing goods, works or services resulting from or directly related to the FMS for the implementation of the project.

c. Prohibition of conflicting activities

The FMS shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

D. Confidentiality

Except with the prior written consent of the Client, the FMS and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the FMS and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the FMS

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected FMS arising out of or relating to this agreement will be to the extent of the agreed final total fee as quoted by the FMS. FMS's actions requiring Client's prior approval.

The FMS shall obtain Client's prior approval in writing before taking any of the following actions.

a. Any change or addition to the Personnel listed as key professionals under

the Scope of Work,

b. Any change in equipment/material in respect of make, quality or other criteria, which the FMS furnished.

2.15 Obligation of the Client

2.15.1 Assistance and exemptions

Client shall assist the FMS and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work. Such assistance shall not be considered as Client's obligation.

2.15.2 Access to Land

Client warrants that FMS shall have, free of charge unimpeded access to all land at Project Facility in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or property thereon resulting from such access and will indemnify FMS and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of FMS or Personnel or any affiliate of them.

2.15.3 Change in Applicable Law related to taxes and duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by FMS in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the FMS under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

2.15.4 Services, facilities and property of CLIENT

Client shall make available to the FMS and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in the Scope of Work, Form – T6.

2.15.5 Payment

The certificate on the satisfactory performance of the service by FMS shall be issued by an Officer authorized by the Client and in consideration of the services performed by the FMS under this Contract. The Client shall make to the FMS such payments and in such a manner as is provided in the Agreement. The payment will be made by the Client directly to the Bank Account of the FMS towards the service performed for the concerned period. The FMS is liable to pay the remunerations of its deployed manpower / beneficiaries in their respective bank account and submit the duly certified transaction statement to the Client for necessary records

2.15.6 Office Space

Client will only provide the office space. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by FMS.

2.15.7 Miscellaneous Cost

Miscellaneous Cost like AMC of equipment's, Insurance (project related), Utility Bills, Liaising Fee etc. will be paid by the Client. FMS shall assist and facilitate in selection of venders/suppliers for the rendering the services.

2.15.8 Basic Utilities

Basic Utilities like Water and Power Supply will be provided by the Client to FMS, however the infrastructure required for use of water and power supply shall be the responsibility of FMS.

2.15.9 Statutory and regulatory compliances

Procurement or renewal of statutory and regulatory compliances related to Client's assets shall be done by the Client. Client may seek advice from FMS for such procurement or renewals.

2.16 Extension/Renewal of Contract

- **2.16.1** The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the Client may be considered taking into account the performance of the FMS. However, Client is not bound to consider any such extensions.
- **2.16.2** The extension or renewal of the contract shall be as per the terms as approved by the Client.

2.17 Definitions

Terms which are defined herein may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms:

- i. "Client" means the **District Judge, Jajpur** . ("CLIENT") with whom the Selected Bidder signs the Agreement for the Services as per Scope of the Work.
- ii. "**Affiliate**" means any corporation, firm, or other entity that directly or indirectly is controlled by or is under common control of another firm.
- iii. "Assignment" means the work that the FMS shall perform pursuant to the Service Agreement.
- iv. "AMC" means Annual Maintenance Contract.

- v. "CAM" Common Area Maintenance
- vi. "Capital Asset" are core assets installed by the Client limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT< Panels, UPS, Fire Alarm Panel, BMS Controller, CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating.
- vii. "Commencement Date" means the date on which the Service Agreement will be signed between Client and Selected Bidder;
- viii. "Contract Period" is the period granted for undertaking Facility Management Services in the Project Facility, commencing from the Effective Date for the duration as defined in RFP;
- ix. "Effective Date" means date as defined in the RFP.
- x. "Facility Management Service provider (FMS)" means the selected entity who has completed the agreement signing formalities with the Client for out sourcing agency for Up-keeping, Cleaning, Maintenance and Electrical services (Comprehensive Facility Management Services) in District Court Complex, Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda in accordance with the terms & conditions of the Service Agreement.
- xi. "Facility Management Services" means the providing comprehensive facility management services as per scope of work defined in Form T6.
- xii. "Mobilisation Period" means period as defined in the RFP.
- xiii. "**Project Facility**" or "Project Facility Area" or "Facility Area" means the premises as defined in the RFP.
- xiv. "Request for Proposal" / "RFP" means Request for Proposal for out sourcing agency for Up-keeping, Cleaning, Maintenance and Electrical services (Comprehensive Facility Management Services) in District Court Complex, Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda including all related attachment(s), amendment(s) and corrigendum(s).
- xv. "Service Agreement" or "Contract" or "SA" means agreement signed between Client and Selected Bidder. (Key clauses of Draft Service Agreement are mentioned in Section 2 of RFP)
- xvi. "Selected Bidder" shall be as defined in clause 1.7.2 of RFP.

SECTION - 3: Schedule of Requirements.

3.1 About the facility

The project site of District Court Complex, Jajpur, which situates near Gandhi Chowk, Jajpur Town and Taluk Court Complexes- Jajpur Road, which situates near V.N (Auto.) College, Jajpur Road, Chandikhole situates near Govt. Bus Stop, Chandikhole and Sukinda situates in front of the Block Office, Sukinda. Details regarding the site and the nature and scope of services have been elaborated under different headings in the "RFP' and the same are therefore not being reiterated here to avoid repetition.

3.2 Facility Area

3.2.1 The Facility Area where services of FMS are required shall include all areas with-in boundary of the office premises including but not limited to all built-up areas, basements, landscape and open spaces. Refer Annexure III for details of various spaces. 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.

3.3 Purpose

3.3.1 District Judge, Jajpur invites sealed proposals from all eligible bidder(s) / service provider(s) for out sourcing agency for Up-keeping, Cleaning, Maintenance and Electrical services (Comprehensive Facility Management Services) in District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda

The broad scope of services required as below;

- 1 Operation and 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
- 5. Reporting and Complaint Management, and
- 6. Coordination with other service providers

Please refer **Form T6** for detailed scope of work and Annexure III for Specification and Location of Assets.

<u>SECTION - 4</u>: Specifications and Allied Technical Details.

Please refer **Annexure III** for details.

Section 5: Technical Proposal

- i. Bidders need to submit all required information with supporting documents as per Form T1 to T10 and as per instructions provided in this RFP.
- ii. If necessary, additional sheets can be added by the Bidder.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Client.
- v. Incomplete bids shall be summarily rejected.
- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.

x. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

SECTION- 5:

FORM-T1: COVERING LETTER

(On the Bidder's Letter Head) [Location, Date]

To

The District Judge, Jajpur,
Near Gandhi Chowk, Jajpur Town,
At/P.O./Dist.- Jajpur,
Pin-755001,
Odisha.

Sub: "Out sourcing agency for Up-keeping, Cleaning, Maintenance and Electrical Services (Comprehensive Facility Management Services) in District Court Complex, Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda."

Dear Sir,

With reference to your Request for Proposal dated ________, I have examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for "Out sourcing agency for Upkeeping, Cleaning, Maintenance and Electrical services (Comprehensive Facility Management Services) in District Court Complex, Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda."

- 1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.
- 2. I shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating of the Proposal.
- 3. I acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4. I certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public Client nor have had any contract terminated by any public Client for breach on our part.

- 5. I declare that:
- a. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;
- b. I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
- c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
- d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
- 7. I agree to keep this offer valid for 120 (One hundred and Twenty Days) days from the Proposal Due Date specified in the RFP Document.
- 8. In the event of my firm being selected as the Service Provider, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 9. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours sincerely,

Author	ized Signature
[In full and initials]	:

Name and Title of Signatory: Name of Firm: Address:

FORM-T2: INFORMATION ABOUT THE BIDDER

A	BIDDER'S	ORGAI	VISATION
л.	ט אטעענע	OICOLL	11111111

1.	Title	of	Proj	ect
----	-------	----	------	-----

f)

g)

Fax No.:

E-mail address:

2.	State	the	Status	s of	the	Bidder's	Organization	on r	namely	Public	Limited
Company/	Private	Lim	ited C	omj	pany	/ Partnei	rship Firm/	Pro	prietar	y Firm,	etc.

Comp	company, Trivate Emitted Company, Tarthersing Tim, Trophetary Tim, etc.					
3.	State the following:					
a)	Name of Company or Firm:					
b)	Country of incorporation:					
c)	Registered address:					
d)	Year of Incorporation:					
e)	Year of commencement of business:					
f)	Principal place of business:					
g)	GSTIN:					
h)	PAN:					
	ief description about the Organisation ding details of its main lines of business :					
4.	Details of authorized signatory of the Bidder:					
a)	Name:					
b)	Designation:					
c)	Company:					
d)	Address:					
e)	Phone No.:					

- **5.** Details of individual (s) who will serve as the point of contact / communication for CLIENT within the Company
- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No.
- e) E-mail address:
- f) Fax No.
- **6.** Bidders shall enclose copies of the valid EPF, ESI and Labour License & PSARA License;

7. Checklist of Eligibility

Crite ria	Description	Required Supporting Document	Submitted Yes/No
	Technical Criteria		
A.	The bidder should be registered under appropriate Client; Indian Companies Act 2013 Indian Partnership Act 1932 The Societies Registration Act 1860. Limited Liability Partnership Act 2008.	Certificates of Incorporation / Registration issued by the competent	
B.	The bidder must have executed Comprehensive Operation, Maintenance and Multi facility Mechanised Services in Central/ State Govt./ IT/ ITeS Companies/ Business Centers In India during last five financial years as on 31.03.2024 of value specified herein in the relevant area as per the scope of the work.	work order / work completion certificate issued by respective authorities as applicable along with duly filled	
	One project with minimum 100000 (One Lakh) Sq ft. Built-up areas and not less than the contract value of [RS. 20000000.00] NB:- Previous Satisfactory / successful working experience of the intending bidder agencies in Courts, Law Universities/		

Colleges, Judicial Academy and similar	
other Govt. Offices/ Establishments shall	
be taken into consideration for evaluation	
of technical bid.	
C. Bidder should be registered with the	
Income Tax, Goods and Services Tax	GSTIN, IT Returns
and also registered under the labour	for the last 3
laws, Employees Provident Fund Organization, Employees State	
Insurance Corporation.	Labour Registration,
	EPF Registration
	Certificate, ESI
	Registration
	Certificate to be
	submitted along with
	the technical
	proposal.
D. Bidder must not be under any	Undertaking as per
declaration of Ineligibility by any Client	Form T5 on stamp
and should not be blacklisted with any	paper of appropriate
of the government project as on date of proposal.	value in shape of
proposari	affidavit from the
	Notary regarding his
	eligibility and non
	blacklisting needs to
	be furnished.
E. The registered Office / branch office of	Valid address proof
the Service Provider must be located	of the office (Copy of
within the jurisdictional area of Odisha.	the Land Line
	Telephone Bill /
	Electricity Bill /
	GSTIN of the Office
	Premise)
Financial Capabilit	
F. Bidder should have the average financial	1 2 1
turnover of not less than Rs.20000000	, l
(Rupees Two Core) and should have a	
positive net worth for last Five financial	
years, ending 31st March, 2024, for	
providing similar type of services as per	_
the scope of the work.	turnover during last
	five financial years
	[FY. 2019-20 to FY.]
	2023-24] as per
	Form T2 (part B) of Section 5.
	Section 5.

G	Must have its own bank account in any	Copy of the pass book
	scheduled bank situated in Odisha.	along with self
		attested Bank
		Account Statement
		for the last six
		months period needs
		to be furnished.
H.	Must not have any pending judicial	An undertaking to
	proceedings for any criminal offence	this effect must be
	against the proprietor /Director /	submitted on the
	Persons to be deployed by the Service	bidder letter head.
	Provider	

9. Checklist of Technical Forms

Forms no.	Title	Submitted (Yes/No)
FORM-T1	COVERING LETTER	
FORM-T2	INFORMATION ABOUT THE BIDDER	
	FINANCIAL CAPACITY OF THE BIDDER	
FORM-T3	POWER OF ATTORNEY	
FORM-T4	PAST EXPERIENCE OF THE BIDDER	
FORM-T5	UNDERTAKING	
FORM-T6	SCOPE OF WORK	
FORM-T7	COMMITEMENT FOR PROPOSED EQUIPMENT/S AND MATERIALS	
FORM-T8	PROPOSED MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE	
FORM T9	QUALITY CONTROL MECHANISM	
FORM T10	ANTI COLLUSION CERTIFICATE	

I understand that in case we do not submit required information in given formats along with the supporting documents, Client may treat our proposal as non-responsive.

Authorized S	Signature
[In full and initials]: _	

Name and Designation of Signatory:

Name of the Bidder:

B. FINANCIAL CAPACITY OF BIDDER

	Bic	lders aı	re requir	ed to p	rovide	e the	inform	ation	ı about	the ar	nnual	turnov	er
from	the	similar	service	during	the l	ast 5	years	as p	per the	follow	ing p	rescribe	ed
forme	at:												

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

S. No.	Period (Last 5 FYs)	Financial Turnover from the similar	Average Turnover from the similar service in INR
1.			
2.			
3.			
4.			
5.			

Certificate from the Statutory Auditor

This is to certify that [Insert name of the bidder with detail address] has the annual turnover against the respective FY on account of providing similar service.

Seal and Signature of the Auditor

Authorized	l Signature
[In full and initials]:	

Name and Designation of Signatory: Name of the Bidder:

FORM-T3: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

Know all men by these presents, we(name and
address of the registered office) do hereby constitute, appoint and authorize Mr
/Ms (name and address of residence) who is presently
employed with us and holding the position ofas our attorney, to do ir
our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our proposal for "Out sourcing agency for Up
keeping, Cleaning, Maintenance and Electrical services (Comprehensive
Facility Management Services) in District Court Complex, Jajpur and Taluk
Court Complexes-Jajpur Road, Chandikhole, Sukinda."

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested

Executant

Notes:

- 1. To be executed by the sole Bidder.
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- 3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such Client may be enclosed in lieu of the Power of Attorney.

FORM-T4: PAST EXPERIENCE OF THE BIDDER

Name of Bidder

Details of the similar assignments undertaken $\ / \$ completed during the last Five years:

S. No.	Name of Project		Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Total a of th Locati Super Built Up area in sq. ft.	e on	Contr act Value (in INR)	Descripti on of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)	(9)
		-							

N.B.: Copies of the Work Orders / Completion Certificates from the respective authorities needs to be furnished by the Bidder along with the technical proposal as proof of evidence.

[I]	Authorized Signature 1 full and initials]:
Name and Designation of Signator	y:
Name of the Bidder:	

FORM-T5: UNDERTAKING

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

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

Yours sincerely,

	Authorized Si	gnature
In full	and initials]:	

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

FORM-T6: SCOPE OF WORK FOR THE FACILITY

A1 Broad Description of Facility Management

- **A1.1.** This scope of work essentially indicates Operations & Maintenances 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 / artifacts 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 the adequate manpower and equipments as per the requirement.
- **A1.4.** 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-6.

A3 SCOPE OF THE 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 on daily basis.
 - To ensure cleaning of towels and napkins once in every week on demand or on Sunday.
- 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 artifacts, 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 façade 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. a dopt 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 & 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 on daily basis.

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. on daily basis.

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. clean all water tanks and disinfects specially before start of rainy season and as instructed by Client and preferably once every two months.

xv. periodically clean drinking water sump & overhead tanks preferably once every two months.

xvi. ensure regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages preferably on weekly basis on each Sunday.

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 on daily basis;

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 on each Monday before Court hour,

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 with branded hand wash, 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 on weekly basis.
- vi. Odour quality shall be checked and air-fresheners and deodorizers shall be used and separate deodorizers shall be provided in each chamber of the Officer and refill to be provided on demand or if found finished by the user/ service provider.
- 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. A separate chart shall be displayed in each bathroom/toilet which shall indicate the cleaning by the agency at the above toilet and the staff deployed by the agency shall sign the same.

- 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 be 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 on weekly basis.

- 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 premises to the common garbage dump.
- 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 it shall be done everyday before the Court hours.
- **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) Agency shall ensure that the ACs installed in different offices, chambers and halls are kept clean and dust free once in every quarter. Shall make regular visual inspection of all such ACs so as to rectify minor defects, and to report about unhealthy systems, abnormalities in performance or

malfunctioning, if any, requiring change of major/valuable parts for trouble free operation shall be reported to the Judge-in-Charge, Nizarat, of the Court without any delay, for taking of necessary action by him. The report of such servicing of ACs shall be maintained in register and shall be verified by the Deputy Administrator and report shall be submitted alongwith the Bill. The servicing shall be done by the certifying AC Mechanic whose visit is to be made every quarter as and when basis if required.

2) 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) regular use of insecticide and pesticide to control infection of plants,
- viii) keeping the entire garden premises neat and clean, free from all unwanted shrubs, grass, creepers and plants,

ix) Providing indoor Plants in the premises for butification.

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 6 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, Jajpur, 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).

S1. No	Service Level Requirement	Min Requirement	Non Compliance	Penalty Rate (INR)
		-	Limit	, ,
1	Routine housekeeping (inc. 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	1 Time/Day	1 Day	500/ Day

S1. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
	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 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	1000 / Day

II. Regular Maintenance Services

S1. No.	Service Level Requirement	Minimum Requireme nt	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, 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 damaged CFL's and fixtures if required.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 500/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day

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/ Week	1 week	5000/Day
9	DG Maintenance	1 Time/ Week	1 week	5000/Day
10	AC Maintenance	1 Time/ Week	1 week	5000/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
- d. Attendance Reports
- e. Statutory compliance intimation report

The MIS report shall cover the following aspects:

- a. Consumption and stock of consumables, register to be maintained.
- b. Compliance of preventive maintenance plan
- c. Resource deployment report (manpower, equipment), register to be maintained.
- d. Expense report (committed and invoiced amounts) GST Bill to be submitted.
- 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.
- 1. The Client has the right to include any report or certificate and to verify any register or equipment.

A5 MANPOWER

A5.1 The FMS shall have the following minimum manpower to efficiently and effectively manage at the project location:

A5.2 Above is the minimum manpower requirement by the Client:

OPE	RATION AND MA	AINTENANC	E			
A) H	OUSE KEEPING	SERVICE				
S1. No.	Description	District Court Complex, Jajpur	Taluk Court Complex, Jajpur Road	Taluk Court Taluk Complex, Court x, Chandikhole Comp Sukir		Total Quantity
1	FMS Manager	1				1
2	Supervisor	1	1	1		3
3	Toilet Sweeper	4	1	3	1	9
4	Floor Cleaner/ Sweeper	7	3	2	1	13

5	Sewer man			2		2		
6	Plumber/ Fitter			2		2		
		B) F	Pest Cont	rol		I		
1	Pest Control Technician			1		1		
2	Helper			1		1		
C) (Gardening Work							
1	Gardener/ Mali 3 1							
		D) Electr	ical Main	tenance				
1	Electrician/ Wireman			2		2		
2	AC Technician			1		1		
3	Lift Technician							
4	Helper/ Khalasi	2	1	1	1	5		

- i. FMS shall provide the above minimum manpower to efficiently and effectively manage the facility However, FMS shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the FMS services at its own cost.
- ii. The tentative duration of working hours/operational hours of memorial will be 8 hours, subject to finalization of timings by the client to be conveyed at the time of signing of agreement.
- iii. Police verification of the manpower deployed by the FMS contractor should be complete and client can ask to share the information with them any time, if required.
- iv. State minimum wages will be applicable for manpower deployment.
- v. Disbursing Client will verify about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.

vi. The staff shall be provided with separate uniform and ID Card by the service provider.

vii. Trained Staff to be deployed and Client shall have the right to direct the service provider to remove any staff on any ground which if found justified.

A 6 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	Minimum	Deduction
	for	Obligation	recovery to be
	upkeep		affected in the
ACBs / Panels/ Cables	100%	Critical ACBs:	1% of the
ACDS / Tallels/ Cables	10076	100%	monthly bill
Shortfall in deployment of			3% of the
minimum manpower	100%	100%	monthly bill
described in the agreement			
Minor Defects as per	100%	98%	1% of the
the prescribed standard	10070	9070	monthly bill
Housekeeping works as per	100%	95%	1% of the
Agreement	100%	9376	monthly bill
AC	100%	98%	1% of the
AC .	100%	9070	monthly bill

In case of 02 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.	Name of consumable (with details and	Utilisation							
	Consumable	Consumable Make / Brand							
					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 / 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:

FORM-T8: PROPOSED TECHNICAL MANPOWER DEPLOYMENT PLAN AND STANDARD OPERATING PROCEDURE FOR THE REQUIRED SERVICE

[In	this	format	the	bidder	shall	submit	their	proposed	work	plan	and	standard
ope	eratin	ig proce	dure	e for the	requi	red serv	ices u	vithin 3 -4	pages	1		

Yours sincerely,

Authorized Signature
[In full and initials]__

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

FORM-T9: QUALITY CONTROL MECHANISM

[In	this	format,	the	bidder	shall	provide	a	brief	write	ир	on	the	proposed	quality
cor	itrol	mechan	ism į	for the 1	equire	ed servic	es	with	in 1-2	pac	ges]			

Authorized Signature [In full and initials]

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

FORM-T10: ANTI COLLUSION CERTIFICATE

(on letterhead of Bidder)

- 1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:
- (i) (a) Communicate to any person other than the Client /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal
- (b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
- (ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.
- 2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.
- 3. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels,
- 4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement"

inclu	ıdes	any t	transacti	on,	formal	or	informal	and	wheth	ıer	legally	binding	or	not
and	"the	work'	" means	the	work in	ı re	lation to	whic:	h this	Pro	posal i	s made.		

Dated this
Name of the Bidder
Signature of the designated person
Name of the designated person
Date of receipt of RFP

Annexure I : Indicative list of Key Plant & Equipment to be deployed by the FMS

1. Engineering Tools

Sr. No.	Name of Tools	Sr. No.	Name of Tools
1	Megger (0-500volts)	2	Gloves (Electrical) (HT/ LT.)
3	Multi-Meter (digital) – Texas Instruments/Fluke	4	Grease gun (heavy Duty)
5	Tong tester/Clamp Meter (Digital)	6	Chisel Small & Big (heavy duty)
7	Thermometer Digital	8	Safety Goggles
9	Air Blower (Hot)	10	Nose Pliers 9"
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic
13	Crimping Tools	14	Parrot Wrench 10"
15	Crimping Tool for Electrical	16	Safety helmet
17	Electric Drill M/C	18	Safety belt (with complete specifications)
19	Torch with cells	20	Cartridge fuses puller (HT / LT.)
21	Pliers	22	Measuring tape - 5 mtrs
23	Screw Driver Set	24	Pipe wrench 18"
25	Screw Driver Set	26	Bearing Puller
27	Screw Driver 8"/12"	28	Digital Anemometer
29	Pipe Wrench 12"/10"/8" (set 1 of each)	30	Water Testing Kit
31	Line Tester	32	Digital LUX Meter
33	D-Spanner Set	34	Db meter for noise level monitoring
35	Ring Spanner Set	36	IR GUN
37	Screw wrench	38	Torque spanner
39	Box Spanner Set	40	Ear Muffler
41	Bench Wise 6"	42	SAW
43	Hacksaw Frame	44	All Electrical /Carpentry / Plumbing works related Tools
45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs

2. House Keeping Tools / Equipment

Sr.	Name of Tools
1	Commercial vacuum cleaner
2	High pressure jet cleaning machine
3	Puzzy machine to clean chairs and sofas
4	Floor scrubber / polishing machine
5	Wringer Mop Trolley
6	Motorized Grass cutter
7	Road sweeping machine
8	Telescoping ladder
9	Fork Lift
10	Equipment for cleaning facades of high rise buildings
11	Equipment for AC cleaning

Note: The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work in FORM T8.

Annexure II: List of Consumables to be used

1. List of Consumables

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 FMS in his proposal. The FMS shall use consumables of the reputed brands as per the requirement and direction of the Client. The tentative list of consumables areas 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. Binliners
- 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

Authorized Signature [In full and initials]

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

Annexure III: Details of Availability of the Assets at the Location

< Details furnished by the Client at page No. 14>

S1. No.	Name of the Asset (Machinery / Equipment)	Specification	Available Quantity	Remarks if any
1				
2				
3				
4				
5				

Authorized Signature [In full and initials]

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

SECTION 6 : Financial Proposal

Form F1: Financial Proposal Submission Form

[Location, Date]

Sub: Out sourcing agency for Up-keeping, Cleaning, Maintenance and Electrical services in District Court Complex, Jajpur and Taluk Court Complexes-Jajpur Road, Chandikhole & Sukinda.

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for Up	p-
keeping, Cleaning, Maintenance and Electrical services (Comprehensive	7e
Facility Management Services) in District Court Complex, Jajpur an	ıd
Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda, i	in
accordance to your Request for Proposal No Date	ed
and our Technical Proposal.	

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following lump sum fees (exclusive of applicable taxes) for the proposed service for the 1st year as:

In Figures	
In Words	

Note:

- 1. Tax will be paid as per prevailing applicable rates.
- 2. All payments to the service provider will be subjected to deduction of taxes at source as per applicable laws.

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

I/ We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of Signatory : Name of Bidder :

Complete Address:

Form F2: Financial Bid

S1. No.	Item	Item Description Unit					
1	Up-keeping, Cleaning, Maintenance and Electrical services (Comprehensive Facility Management Services) in District Court Complex, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda	provided as per	Lump sum				
2	2 Goods & Services Tax (GST) as applicable						
	TOTAL (1 + 2)						

- **Note:** 1. Financial bid would mean Annual Comprehensive Facility Management Cost for 1st year (as provided by the bidder in S.No: 1 in the above table) payable to Facility Management Service Provider (FMS). Conditional price bid will be outrightly rejected.
 - 2. Escalation on Annual Comprehensive Facility Management Cost would be applicable as per clause 1.10.3 of RFP.
 - 3. FMS would not be paid any other costs apart from above service.
 - 4. This RFP is for providing comprehensive facility management services as per the Service Level Requirements. The manpower indicated by the Client in this RFP is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except fuel) etc. required for providing the services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid.
 - 5. Bidder will be shortlisted as per criteria mentioned in Clause 1.7.1. Bidder shall read the conditions very carefully. The financial bids would be ranked/compared as per the quoted amount exclusive of GST.

Authorized Signature [In full and initials]

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

Form F3: Detail Break Up for the Financial Offer (to be provided separately for separate projects.

			For 1 Year					
S1. No.	Description of Item	Qty. (No.)	Unit Price (per month inclusive of all statutory dues) (IN INR)	Total Price (per year) (in INR)	Total cost (in INR) (for 1 years)			
1.	Remuneration of Manpowe	r		Γ	T			
a.	Supervisory Staff							
b.	Staff for Façade and Floor Cleaning							
c.	Garbage Collection & Disposal Staff							
d	Garden & Lawn Maintenance Staff							
e.	House Keeping Staff							
f.	Toilet Cleaning Staff							
g.	Electrical/ Mechanical operation & maintenance support Staff for lifts, generators, air conditioning, pump sets, firefighting systems etc.							
h.	Any other staff (please specify)							
2.	Charges towards hiring of Equipments and Consumables	Lump	sum					
3.	Other Expenses (Pl. Specify)							
	1 Cost (Rs.)							
In W	/ords							

Authorized Signature [In full and initials]

Name and Designation of Signatory
Name of the Bidder:

Address:

SECTION -7: Draft Contract

CONTRACT

[NAME OF THE SERVICE]
BETWEEN
[CLIENT]
AND
[COMPREHENSIVE FACILITY MANAGEMENT COMPREHENSIVE FACILITIES MANAGEMENT SERVICE PROVIDER]
Dated
[On Stamp Paper]
FORM OF AGREEMENT
This CONTRACT is made on the between (hereinafter called as the "Client") which expression
shall where the context so requires or admits shall also include its successors o assigns of the one part AND
, registered under witl
its principal place of business at (hereinafte
called the "Comprehensive Facilities Management Service Provider") of the 2 ⁿ Part represented by, which expression where the
context so requires or admits shall also include its successors o
assigns of the other part
WHEREAS
(the Principal) issued RFP vide Lette No Dated to the Comprehensive
Facilities Management Service Provider for execution of [Name of the Service
and the Comprehensive Facilities Management Service Provider offered it
willingness to execute the work as per terms and condition of
agreement vide it's Letter No Dated

AND

WHEREAS a	bove	stated	offer	and	willingness	s conv	reyed u	ınder	Letter
dated		by	the	Compre	hensive Fa	acilities	Manag	ement	Service
Provider has	been	duly	accep	ted by	the Client	vide	its	Letter	No.
		dated	l _			fo	r exe	ecution	and
completion	of faci	lity rela	ted s	services	subject	to the	fulfil	lment	of the
terms and co	ndition	ıs.							

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work:

The Comprehensive Facilities Management Service Provider shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Annexure-A.**

2.	Agreement Pe	riod	:
----	--------------	------	---

This Agreement shall	remain	valid for a per	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 [Name of the Service]as per the approved scope of work at Annexure-A. The list of Equipment to be used to render the service is at Annexure-B. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi skilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.
- 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 2.14.1 along with A 5.1 stipulations of the RFP 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) [Name of the Department/Heads of Department/Other Office] 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 10 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 RFP 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 [_______]. 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 as described in **Annexure-C.**

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, Jajpur and Taluk Court Complexes- Jajpur Road, Chandikhole & Sukinda 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 bv the Comprehensive Facilities Management Service Provider. 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 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 check up 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 to 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 authorized officer from time to time.

8. Statutory Compliances:

- a) The Comprehensive Facilities Management Service Provider be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes as Employees State Insurance (ESI), Provident applicable such Minimum Wages Fund(PF), Workman Compensation 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 Client 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 [Insert Name of the Location], 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.
- I. 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.
- II. 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 hot 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 its 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:

- The 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. <u>Post Termination Responsibility of the Comprehensive Facilities</u> <u>Management Service Provider:</u>

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. 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 of 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 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 at Jajpur.
- **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.

18. Jurisdiction:

The court situated at Jajpur shall have jurisdiction to decide any disputes or litigations between the parties hereto.

19. The following documents attached here to shall be deemed to be form an integral part of this Contract :

Annexure- A : Scope of Work

Annexure- B: List of Equipment and Consumables to be utilized for

the purpose

Annexure- C: List of Manpower to be deployed at the project location

Annexure- D: Payment Term

Signature of Authorized Representative

(Client) (Comprehensive Facilities Management Service Provider)

Witnesses:

On behalf of Client

1.

2.

On behalf of Comprehensive Facilities Management Service Provider

- 1.
- 2.

Format:-A

Form of Bid-Security Declaration

roim of bia-secu	ity Deciaration	
bidder>	<da< th=""><th>te> Bid No.:</th></da<>	te> Bid No.:
e, Jajpur,		
wk, Jajpur Town,		
our		
sha		
ed, declare that:		
· · · · · · · · · · · · · · · · · · ·	-	ions, bids must be
ncel our e hibit/debar/blacklist he State for a minim	mpanelment from participating rum period of 180	and / on g in bidding in any days, if we are in
y specified in the Le led by us; or g been notified of th oyer prior to the expiry	tter of Bid or any e acceptance of date the bid valid	y extended date our Bid by the
and, Additional Perfor accordance with th	rmance Security, i	f required in
0		the contract
Failure refuse to exec	ute the Contract.	
ıl Bidder, upon the ea ıl Bidder through aw	rlier of your notific	cation of the name of
duly authorized to sign	n the Bid on behal	f of the Bidder**
	e, Jajpur, wk, Jajpur Town, pur sha ed, declare that: stand that, according a Bid-Security Declar that the Authority/ incel our echibit/debar/blacklist he State for a minimer obligation(s) under the withdrawn our Bid present the Led by us; or g been notified of the over prior to the expiry or any extended date Failure of use to furr and, Additional Perforance with the Document/RFP, or Fail to agree to the negotiation meeting of Failure refuse to execute the Bid-Security of Bidder, upon the ear all Bidder through away and validity.	e, Jajpur, wk, Jajpur Town, pur sha ed, declare that: stand that, according to your conditions a Bid-Security Declaration. that the Authority/ Employer/ Tenderencel our empanelment hibit/debar/blacklist from participating the State for a minimum period of 186 to obligation(s) under the bid conditions, withdrawn our Bid prior to the expiry the specified in the Letter of Bid or any extended of the acceptance of over prior to the expiry date the bid valid or any extended date provided by us, Failure of use to furnish the Performal and, Additional Performance Security, if accordance with the ITB/ Terms Document/RFP, or Fail to agree to the decisions of the negotiation meeting or Failure refuse to execute the Contract. Ind this Bid-Security Declaration shall all Bidder, upon the earlier of your notifical Bidder through award of contract; or

Title of the person signing the Bid		
Signature of the person named above_		
Date signed	day of	,

[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid.

^{*:}In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

^{**:}Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

Annexure-III: Details of Availability of the Assets at the Location.

S1. No.	Description	District Court complex, Jajpur	Taluk Court Complex, Jajpur Road	Taluk Court Complex, Chandikh ole	Taluk Court Complex, Sukinda	Tot al
1.	Air Conditioner (Split Type) 2 Ton (Make: Carrier Noltas/Hitachi/ Blue star (Nos)	38	1	20	0	59
2.	Air Conditioner (Split Type) 1.5 Ton (Make: Carrier Noltas/ Hitachi/ Bluestar (Nos)	31	22	6	1	60
3.	4 KVA Stabilizer	31	22	6	1	60
4.	5 KVA Stabilizer	38	1	20	0	59
5.	500 KVA plinth mounted S/S	0	0	0	0	0
6.	250 KVA plinth mounted S/S	1	0	0	0	1
7.	100 KVA plinth mounted S/S	0	0	1	0	1
8.	63 KVA pole mounted S/S	0	1	0	0	1
9.	8 Passenger Lift (Make: Johnson) (Nos)	0	0	0	0	0
10.	16 Passenger Lift (Make: Johnson) (Nos)	0	0	0	0	0
11.	250 KVA Three phase DG Set with AMF panel (Make: Jakson Cumins) (Nos)	0	0	0	0	0
12.	125 KVA DG Set Mahindra	0	0	0	0	0
13.	10 KVA DG Set	2	2	0	0	4
14.	5 KVA DG Set	1	1	0	0	2
15.	Fire Fighting System (Locations)	0	0	0	0	0

16	LAN System (Locations)	1	1	1	1	4
i)	6 Core single mode unitube fiber optics Make-D-Link	0	0	0	0	0
ii)	24 Port Loaded LIU with 16 No's SM SC Adapter & 16 no's SMSC Pigtail Make- Digisol	0	0	0	0	0
iii)	Single mode SC-LC Dplx Patch Cable, Make-Digisol	0	0	0	0	0
iv)	1000 Mbps Transceiver for fiber connectivity, Make: Digisol	2	1	1	0	4
v)	24 Port Giga L2 unmanaged switch with 2 SFP slot Make: Digisol	2	1	1	0	4
vi)	08 port Giga L2 unmanaged switch with 2SFP slot Make: Digisol	8	3	3	0	14
vii)	Cisco Router	1	1	1	0	3
viii)	Media Converter	2	1	1	0	4
ix)	NAS	2	2	0	0	4
x)	Optical switch	3	2	0	0	5
17	Biometric System (Locations)	0	0	0	0	0
18	Audio Visual System for Virtual Court (Locations)	1	0	0	0	1
i)	BPL LED TV 43"	0	0	0	0	0
ii)	LED TV 42"	0	0	0	0	0
iii)	LED TV 32"	2	1	1	0	4
iv)	Monitor Lenovo 24" LED	1	0	0	0	1
v)	Monitor 16" LED	32	8	8	0	48
vi)	EPSON Document Camera	0	0	0	0	0

	ELPD C 21					
vii)	Lenovo All in one Desktop C15 (10 th Gen)	3	0	0	0	3
vii i)	Milestone Splitter	1	0	0	0	1
ix)	Focusrite Audio Sound Card scarlet 2i2 3 rd generation	0	0	0	0	0
x)	Brother Printer Laser Jet DCPB7500D	4	2	1	0	7
19	Video Conference System (Locations)	1	1	0	0	2
20	Water Purifiers and Coolers (Make-Usha and Aquaguard)	2	1	1	1	5
21	4K System (Monitor, UPS, Printer, CPU, Mouse, Key Board)	50	18	6	3	77
22	Furniture and Fixtures and other assets	As is where is basis				
23	PH/Sanitary Fittings	As is where is basis				