REQUEST FOR PROPOSAL (RFP)

"RFP FOR ENGAGEMENT OF AGENCY FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES IN DISTRICT COURT COMPLEX, BALANGIR AND TALUK COURT COMPLEXES AT TITILAGARH, PATNAGARH, KANTABANJI, LOISINGHA, SAINTALA, BONGOMUNDA & MURIBAHAL"

FOR THE YEAR 2022-23

SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES

OFFICE OF THE DISTRICT JUDGE, BALANGIR
AT/P.O./DIST.-BALANGIR, ODISHA - 767001

TABLE OF CONTENTS

Sl. No.	Content	Page No.
1	Disclaimer	3-4
2	Invitation for Bids	5-8
3	Bidder Data Sheet	9-12
4	**Section: 1**- Instructions to the Bidders	13-40
5	**Section: 2** - Key Clauses of Service Level Agreement	41-52
6	**Section: 3** – Schedule of Requirement	53
7	**Section: 4** – Specification and Allied Technical Details	53
8	**Section: 5** – Technical Proposal Submission Forms	54-95
9	**Section: 6** – Financial Proposal Submission Forms	96-99
10	**Section: 7** – Draft Contract	100-109

Disclaimer and Confidentiality

This RFP Document has been prepared by the **District Judge, Balangir** herein after mentioned as "**CLIENT** "solely for the purpose of providing information to potential bidders. It is provided on ac confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Client.

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 conditionssetout inthis RFP and such otherterms and conditionssubjectto which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by " The District Judge, Balangir" (herein after reffered as CLIENT) to prospective Bidder/s. The purpose of this RFP is to provide interested bidders within formation that may be useful to themin 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 arrivedat by **CLIENT**" or their advisors in relation to the Project.

Such assumptions, assessments and statements donot 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 imitation, investmentor 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 oruses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate orcorrect.

Each Bidder should, therefore, conduct itsown investigations andanalysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures / attachments / amendments and obtainin dependent advice from appropriate sources. "**CLIENT**"and its advisors assume that any person who read soruses 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.

Information provided in this RFP to the Bidder/s is on a wider anlge of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statementof law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to **"CLIENT"** by third parties have not been independently verified by **"CLIENT"**. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a

reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify Page 4 of 72 and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits.

While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. **"CLIENT"**, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

"CLIENT" accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. **"CLIENT"**, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

"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, BALANGIR

AT/P.O./DIST.- BALANGIR, ODISHA – 767001
e-Mail ID: dj.balangir-od@gov.in Tel. No.(06652-232105)

INVITATION FOR BIDS

RFP Identification No. **01(RFP)** OF 2022-23 of Dated 01.06.2022

REQUEST FOR PROPOSAL (RFP)

The **District Judge, BALANGIR("CLIENT")**, invites sealed proposal from interested Bidders under Single Stage Two Cover/Envelope System (Technical Bid & Financial Bid) for **'SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES'at District Court Complex, BALANGIR and Taluk Court Complexes - TITILAGARH, PATNAGARH, KANTABANJI, LOISINGHA, SAINTALA, BONGOMUNDA & MURIBAHAL**.

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 Equipment,
2. Housekeeping and Sanitation services,
3. Reporting and Complaint Management

B. Contract Period : 02 years

C. Bid Processing Fee (INR) : 10,000/-

D. Earnest Money Deposit (INR): The Bidder shall have to furnish "Bid Security Declaration" as per the office memorandum Finance Department, Govt. of Odisha, vide FDOM No. 8943 Dt. 18.03.2021 and FDOM No. 8475 Dt. 05.04.2022, in lieu of earnest money deposit in the prescribed format along with the bid.Bid Security Declaration in **Form–T11**

E. The Request for Proosal (RFP) document can be downloaded from **https://districts.ecourts.gov.in/india/odisha/balangir/tender** . To clarify the queries of the Bidder(s), a pre-bid meeting is scheduled to be held on

10.06.2022 at 11.30 AM in the **District Court Complex, Balangir.** Duly completed proposal along with other prerequisites documents in support of eligibility criteria and the required information as per formats must be submitted through **Registered Post/Speed Post/Courier** latest by **30.06.2022 by 5 P.M** as specified in the critical date sheet below. For details, please refer the RFP Documents.

F. Critical Date Sheet:

1	RFP Issue Date	**01.06.2022(1.00 Hours)**
2	Last Date and Time for Submission of Pre-Bid queries through e-Mail	**07.06.2022(17.00 Hours)**
3	Pre-Bid Meeting Date and Time	**10.06.2022(11.30 Hours)**
4	Upload of Pre-Bid Clarification Date and Time	**17.06.2022(17.00 Hours)**
5	Bid Due Date and Time	**30.06.2022(17.00 Hours)**
6	Technical Bid OpeningDate andTime	**02.07.2022(16.00 Hours)**
7	Financial Bid Opening Date and Time	**08.07.2022(16.00 Hours)**

G. Contact Person :

Sri Amit Kumar Barik,
Registrar, District Court, Balangir,
Mobile No.:7008959901.

Smt. Priti Rani Nag,
Court Manager, District Court, Balangir,
Mobile No.: 9437708106.

H. Complete Address for Submission of Bid :

The District Judge, Balangir
At - District Court Complex
P.O./Dist.- Balangir
Odisha – 767001

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

Sd/-
District Judge, Balangir

By e-Mail

Memo No. 3890 / Dt. 01.06.2022

Copy forwarded to the Deputy Director, I&PR Department, Government of Odisha, Bhubaneswar with a request to get it published in Odia Daily 'The Samaj' and English Daily 'The Times of India' News Papers at an early date in Odisha editions for wide circulation. The complimentary copy of the News Papers connecting the Invitation for Bids may be sent to this office for reference and record.

Encl.: Soft copy of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3891 / Dt. 01.06.2022

Copy forwarded to the System Officer, Balangir to upload in the District Court, Balangir website for wide circulation.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3892 / Dt. 01.06.2022

Copy forwarded to the District Informatic Officer, NIC, Balangir with a request to to upload in the District Office, NIC website for wide circulation.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3893(30) / Dt. 01.06.2022

Copy forwarded to the Registrar, Civil Courts of the State with a request to publish in their respective notice board for wide circulation.

Encl.: Copy of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3894(30) / Dt. 01.06.2022

Copy forwarded to District Magistrates & Collectors of the State with a request to publish in their respective notice board for wide circulation.

Encl.: Copy of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3895 / Dt. 01.06.2022

Copy forwarded to S.P., Balangir for information and to provide security during the period of opening of the tender at the District Court Complex.

Encl.: Copy of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3896 (8) / Dt. 01.06.2022

Copy forwarded to the Judge-in-Charge, Nizarats of Balangir Judgeship to publish in their respective notice board for wide circulation and to accommodate prospective bidders during pre-bid visit to the respective sites from **01.06.2022 to 10.06.2022** for necessary assessment.

Encl.: Copy of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3897 / Dt. 01.06.2022

Copy forwarded to the Chief Engineer (Buildings), Odisha at Nirmansoudh, Unit-V, Bhubaneswar for information.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3898 / Dt. 01.06.2022

Copy forwarded to the Superintending Engineer, Balangir, R & B Division, Balangir to publish in their respective notice board for wide circulation.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3899 / Dt. 01.06.2022

Copy forwarded to the Director, Printing Stationery and Publication, Odisha, Madhu Patna, Cuttack-10 and with request to publish this notice in the next issue of the Odisha Gazette.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3900 / Dt. 01.06.2022

Copy forwarded to the Head, State Portal Group I.T. Centre Department, of Information & Technology Department Bhubaneswar for exhibiting the advertisement in the website of the Government.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Memo No. 3901 / Dt. 01.06.2022

Copy forwarded to the Chief Accounts Officer, Hon'ble High Court of Orissa, Cuttack for information.

Encl.: RFP Document of Invitation for Bids

Sd/-
Registrar, Civil Courts, Balangir

Bidder Data Sheet

Sl. No.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Selection of agency for providing comprehensive facility management services at: 1. District Court Complex, Balangir [Project 1] 2. Civil Court Complex, Titilagarh [Project 2] 3. Civil Court Complex, Patnagarh [Project3] 4. Civil Court Complex, Kantabanji [Project 4] 5. Civil Court Complex, Muribahal [Project 5] 6. Civil Court Complex, Saintala [Project 6] 7. Civil Court Complex, Bongomunda [Project 7] 8. Civil Court Complex, Loisingha [Project 8]
2.	Broad scope of services	The Broad Scope of services required under through this RFP shall be interalia as briefed below: 1. Operation and Maintenance of all Electrical & Mechanical Equipment, 2. Housekeeping and Sanitation services, 3. Reporting and Complaint Management
3.	Contract Period	The Contract shall be for a period of **02 years** (i.e. 24 Months).
4.	Method of Selection	Least Cost Selection Process
5.	Bid Processing Fee	**Rs.10,000/-** (Ten Thousand Only) in shape of Demand Draft
6.	Submission of Proposal	Bidders shall be required to submit their Proposal through **Registered Post / Speed Post / Courier** as per instructions in the RFP Document superscribing the **"RFP for Engagement of Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services in District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bangomunda & Muribahal"** on or before the end date and time for proposal submission i.e. **30.06.2022 by 17.00 hours** to the following address: **The District Judge, Balangir** **At/P.O./Dist.- Balangir, Odisha – 767001** The Client will not be responsible for any postal delay/any

Sl. No.	DESCRIPTION	
		consequences in receiving of the proposal. Any bid received after the deadline of submission, will be out-rightly rejected.
7.	Issue of RFP	**01.06.2022**
8.	Downloading of RFP Documents	Bidders can download the complete RFP Document from the website of https://districts.ecourts.gov.in/india/odisha/balangir/tender
9.	Pre-Bid Meeting	**Date**:**10.06.2022** **Time**: 11.30 A.M **Venue**: Conference Hall (1st Floor), District Court Complex, Balangir **Contact Person**: Priti Rani Nag **Designation**: Court Manager **Contact Number**: 9437708106 *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 id:* **dj.balangir-od@gov.in**
10.	Last date and time of sending queries	**Date**: 07.06.2022 **Time**: 17.00 Hours
11.	Client's response to queries	**Date**:17.06.2022 Response to all the queries shall be uploaded on the website https://districts.ecourts.gov.in/india/odisha/balangir/tender without reference to the name of the bidder.
12.	Last date and time of Submission of Bid (Bid Due Date)	**Date**:30.06.2022 **Time**:17.00 Hours *Bidders are requested to refer Clause 1.4 for details.*

Sl. No.	DESCRIPTION	
13.	Date of opening of Technical Bid	**Date**:02.07.2022 **Time**:16.00 Hours The Technical Bids shall be opened in presence of the authorised representatives of the bidder who wish to be present at the venue at that time. *Bidders are requested to refer Clause 1.6 for details.*
14.	Date of opening of Financial Proposal	**Date**:08.07.2022 **Time**:16.00 Hours 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 7 days from the date of issue of award notice.
16.	Site Visit	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 **01.06.22 to 10.06.22** 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**:** Smt. Priti Rani Nag Court Manager Mobile Nos.: 9437708106
17.	Scope of work, Obligations of Agency and Client, for the assignment:	As detailed in Schedule of Requirements **(Section 3 and Form T8)**
18.	Selection process	As detailed in clause1.3.1
19.	Earnest Money Deposit (EMD)	Bidder must submit Bid Security Declaration *Bidders are requested to refer clause 1.12*

Sl. No.	DESCRIPTION	
20.	Performance Security	**Selected bidder must submit Performance Security of the amount equivalent to 3% of the 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 no1.2.9
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 Cost	Lowest financial bid for the first year quoted by the bidder. Payments for the Annual Comprehensive Facility Management Cost shall be made by the Client onequal 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)	Within15 (Fifteen) days from the date of issue of LoA
29.	Mobilization Period and Commencement of Service:	15 days from the signing of Service Agreement (SA)

Section-1 : Instruction to bidders

1.1. Project Introduction

1.1.1 Location- District Court Complex, **Balangir**	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	126139 sft
Total Super built-up Area	51591 Sft
Total Carpet Area	74428 Sft
Common Area	-
Basement Parking	-
UPVC Ventilators	20 Nos.
UPVC Windows	72 Nos.
Drinking Water Sump (Capacity)	10000 Litrs.
Over Head Tank for drinking water (Capacity)	13000 Litrs
Fire Hydrant Sump (Capacity)	2000 Litrs.
Number of Toilets: - Toilets	33 Nos.(Office chamber and court), public toile-3 Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	
Other Ancillary Building Areas if any	
D.G. Room with details of Machineries	1 Nos. room (10'0"x 8'0")
Pump House with details of Machineries	2 Nos. (8'0"x 6'0")
Front Lawn & Plantation	Plantation-10,820 Sft Lawn-843 Sft
Signage Board	30Nos.
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.2 Location- Civil Court Complex, Titilagarh	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	41382 sft.
Total Super built-up Area	16553 sft
Total Carpet Area	7841 Sft.
Common Area	16989 Sft
Basement Parking	
UPVC Ventilators	
UPVC Windows	38
Drinking Water Sump (Capacity)	1 nos. 30000 ltrs.
Over Head Tank for drinking water (Capacity)	3 nos. 3000 Litrs
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	7Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	
Pump House with details of Machineries	01 Nos.
Front Lawn & Plantation	
Signage Board	10 Nos.
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.3 Location- Civil Court Complex, Patnagarh	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	13939 sft
Total Super built-up Area	
Total Carpet Area	
Common Area	
Basement Parking	
UPVC Ventilators	
UPVC Windows	
Drinking Water Sump (Capacity)	
Over Head Tank for drinking water (Capacity)	2000 Litrs
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	12Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	Tile
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	02 Nos. room
Pump House with details of Machineries	01 Nos.
Front Lawn & Plantation	One lawn in the middle of building
Signage Board	Nil
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.4 Location- Civil Court Complex, Kantabanji	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	11000 Sft
Total Super built-up Area	6754 sft
Total Carpet Area	4247 Sft
Common Area	2640 Sft
Basement Parking	
UPVC Ventilators	
UPVC Windows	
Drinking Water Sump (Capacity)	
Over Head Tank for drinking water (Capacity)	3000 Litrs
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	10Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	
Pump House with details of Machineries	
Front Lawn & Plantation	
Signage Board	02 nos.
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.5 Location- Civil Court Complex, Loisingha	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	60113 Sft
Total Super built-up Area	6346 sft
Total Carpet Area	5705 Sft
Common Area	221 Sft
Basement Parking	
UPVC Ventilators	11 Nos.
UPVC Windows	9 Nos.
Drinking Water Sump (Capacity)	1 Nos.
Over Head Tank for drinking water (Capacity)	20000 Litrs (10 tank of 2000ltr.)
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	13Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	Tiles
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	
Pump House with details of Machineries	
Front Lawn & Plantation	
Signage Board	.
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.6 Location- Civil Court Complex, Saintala	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	105851 sq. ft
Total Super built-up Area	
Total Carpet Area	
Common Area	
Basement Parking	
UPVC Ventilators	8 Nos.
UPVC Windows	.
Drinking Water Sump (Capacity)	
Over Head Tank for drinking water (Capacity)	10nos.
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	8Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	Tiles
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	
Pump House with details of Machineries	
Front Lawn & Plantation	
Signage Board	06nos.
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.7 Location- Civil Court Complex, Bongomunda (BNRGSK Buinding)	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	8070 Sft
Total Super built-up Area	5552 sft
Total Carpet Area	2518 sft
Common Area	
Basement Parking	
UPVC Ventilators	
UPVC Windows	
Drinking Water Sump (Capacity)	
Over Head Tank for drinking water (Capacity)	
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	2 Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	Tiles
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	
Pump House with details of Machineries	
Front Lawn & Plantation	
Signage Board	
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.1.8 Location- Civil Court Complex, Muribahal	
Project Specification	
Description	**Quantity (Unit)**
Total Plot Area	5800 Sft
Total Super built-up Area	3400 sft
Total Carpet Area	5800 sft
Common Area	2400 sft
Basement Parking	
UPVC Ventilators	
UPVC Windows	
Drinking Water Sump (Capacity)	04 nos.
Over Head Tank for drinking water (Capacity)	1 nos.-1000litrs.
Fire Hydrant Sump (Capacity)	
Number of Toilets : - Toilets	3 Nos.
Type of Flooring *[Please provide detail information regarding flooring texture and coverage]*	Tiles
Other Ancillary Building Areas if any	
D.G.Room with details of Machineries	
Pump House with details of Machineries	
Front Lawn & Plantation	
Signage Board	01 nos.
A/C Systems with detail specification	Anexxure-III
Lift, D.G System, CCTV, Fire-fighting system, LAN, Bio-metric, EPBAX, Inverter, Online-UPS etc..	Anexxure-III

Note:

(i) **Area variation is ± 10 %.**

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

1.2 General

1.2.1 Scope of Tender

1.2.1.2 The **District Judge, BALANGIR** ("**CLIENT**") (here in after referred to as "**The Client**") invites sealed bids from the eligible bidders for providing Comprehensive Facility Management Services at **District Court Complex – Balangir and Taluk Court Complexes - Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal**

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, Balangir** for proposed service.

1.2.3 Reporting Officer

1.2.3.1 Court Manager, District Court, Balangir,

1.2.4 Eligibility Criteria

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

Criteria	Description	Required Supporting Document
	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.	Copy of Certificates of Incorporation / Registration issuedby the competent Client
B.	The bidder must have **executed** Comprehensive Facility Management Service in Court Complexes / Law Universities / Colleges / Judicial Academy and similar Central / State Govt./ IT / ITeS companies, High rise Buildings, Apartments, Business centres and Malls in India during last Five financial years as on **30.04.2022** of value specified herein in the relevant area as per the scope of the work: [One project with minimum 1,00,000 Sq. ft. Built-up areas and not less than the contract value of 70% of the Estimated Cost of the Project]	Copies of supporting work order / work completion certificate issued by respective authorities as applicable alongwithduly filled information sheet asper **Format T4**.
C.	The bidder should have engaged man power with Valid & Proper License from Electricity License Board, Odisha, Bhubaneswar. For carrying out maintenance in LIFT, DG, CCTV, AC, Water Purifier, LAN, Biometric, EPBAX, Fire Fighting Equipment, etc., Bidder should have valid authorisation certificate issued by Original Equipment Manufacturer (OEM).	Copies of ELBO License and OEM Authorisation Certificate.

D.	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.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate and Valid License under PSARA (Private Security Agencies Regulation Act. 2005) to be-submitted along with the technical proposal.
E.	Bidder must not be under any declaration of Ineligibility by any Client and should not beblacklisted with any of the government project as on date of proposal.	Undertaking as per FormT5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and non blacklisting needs to be furnished
F.	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 Capability Criteria		
G.	Bidder should have the average financial turn over o fnot less than Rs. 2,00,00,000/-(Two Crores Rupees Only) and should have a positive net worth for last Five financial years, ending 31st March, 2021, for providing similar type of services as per the scope of the work.	Duly certified copy from the auditor /chartered accountant has to be provided certifying Organizations turn over during last five financial years ending 31st March, 2021,as per **FormT2 (part B)** of Section 5.
H.	Must have its own bank account in any scheduled bank situated in Odisha.	Copy of the pass book along with self attested Bank Account Statement for the last six months period needs to be furnished.
I.	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:

Similar works means undertaken Comprehensive Facility Management Services including operation and

maintenance services, cleaning & maintenance, housekeeping, lawn & gardening, wastemanagement, electrical services, etc.

Eligible Projects for the purpose of evaluation shall mean following projects: Similar works executed for Court Complexes / Law Universities / Colleges / Judicial Academy, Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes / 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. No.	Criteria	Weightage	
	Sub-Criteria	**Sub-Criteria**	**CriteriaTotal**
1	**Past experience of the Bidder**		**50**
1.1	Experience of Bidder (in Number of years in business from the date of incorporation):	**20**	
		i) 5 to 7 years	*10*
		ii)7 to 9 years	*15*
		iii)More than 10years	*20*
1.2	Undertaken one project having comprehensive facilities management services with minimum builtuparea of 1,00,000 sq. ft. and having the contract value of *2 times the estimated cost of the project* during the last Five financial years	**30**	
		i) Minimum of 1project of similar capacity and contract value	*20*
		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, 2021 ***[The financial strength should be twice the estimated cost of the service]***	**Bidders having** **(i)** Prescribed financial turnover as per the RFP = 5 Marks **(ii)** For each additional turnover of Rs. 10 Lakh = 1 Mark	**10**
3	Proposed Manpower, Standard 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	**15**

4	**Technical Presentation**	The bidders should submit their presentation in hardcopy as well as soft copy for the proposed work.	**20**
5	**Quality Standards / Certifications for the Service**	ISO 9001 : 2008 (relating to Facility Management Services), ISO 14001 : 2004 & ISO 45001 : 2018 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 cost sand 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 conductor 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 thatmay 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, regardlessofthe outcome of the biddingprocess.

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, asmay be applicable on the amount sreceived by the FMS from Client shall besolely borne by the FMS.The FMS alone shall be responsible in all respects for the payment of all taxes including IncomeTaxetc.inatimely mannerand filing there turns in respect there of as per the applicable laws. Client shall not bear any responsibility in this regard**.**

1.2.9.4 However, towards compliance with the applicable Taxlaws, Clientshall deduct TDS as applicable from the payments tobe made by Clientto 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 valuation conditions shall be considered as technically qualified.These technically qualified bidders would only be considered for Financial Proposal evalua-

tion.

- 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 shallbe selected as successful bidder.
- Bidders are requested to refer Clauses *1.3.7 & 1.7.2*

B. Proposal validity shall be as perduration specifiedin Clause 1.14

1.3.1.2 During the Bidding Process, the bidder will be requested to submit their Proposal spursuantto 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 timeto time by Client. All Proposals shallbe 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 spelltout 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 other wise 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 accordancewith the guidelines set forth in this RFP.Inorder to promote consistency among proposal sand minimize potential misunderstandings regarding inter pretation of proposals by Client, the format in which bidders have to specify the fund amental 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 Bidders. Any such corrections, interlineations or overwriting must be initialled by the authorised representative of the bidder. There should not be any overwriting in the financial bid. Client's decisions in this regard will be final.

v. Inpreparing their Proposal, bidders are expected to examinein detail all the documents comprising the RFP.Material deficiencies inproviding the information requested may result in rejection of a Proposal.While preparing theTechnical 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 provide sall 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 andstamp of the entity there of 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 theright to seek additional information from the Bidders,if found necessary, during the course of evaluation of the Proposal. Incase 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 orerror 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. Not withstanding any thing 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 suchcosts, regardless of the conductor 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	: Court Manager, District Court, Balangir
ContactNumber	: 9437708106
Email for communication	: dj.balangir-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 offirm 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

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 Clientmay 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, Clientmay, for any reason, whether at its own initiative or inresponse 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/ssubmissionin support of Eligibility :

Bidder shall submit the signed checklist for eligibility criteria as perForm-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. Submissionof wrong form of technical proposal will result in the rejection of the bid. TheTechnical 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
FORM-T11	Bid Security Declaration

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
FORMF1:	Financial Proposal Submission Form
FORMF2:	Financial Bid
FORMF3:	Detail Break Up of Financial Offer (Location wise as well as consolidated)

ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shallbe rejected summarily.

iii. All information provided should be legible, and wherever the informationis given in figures, the same should also b ementioned inwords. Incase of conflict between amounts stated in figures and words, the lower amount willbe 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 anytaxes/GST that may be applicable. Detail break-up of the lump-sum amount location wise & consolidated 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** under two cover system i.e., viz.,Technical Proposal (Cover-I) and Financial Proposal (Cover-II) superscribing the "RFP for Engagement of Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services in District Court Complex, **Balangir and Taluk Court Complexes - Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal**". 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 outrightly rejected .No correspondence will be entertained in this matter.

1) Cover–I Technical Proposal:

- Bid Processing Fee and Bid Security Declaration
- The documents as specified in clause1.3.6 of this RFP are to beself-attested and furnishedbythe Bidder (i.e. checklist and Form T1 to T11).
- Signed copy of the RFP.
- All required documents

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

The formats as specified inclause1.3.7 of this RFP are to beself-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 closingdate and time of proposal submission due date. In the even to withdrawal of the proposal by bidder, action will be taken as per relevant clauses.

1.6 Opening of Proposal

Client reserves the rightt or eject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP.

Stage1: 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 evaluationof Proposals,Client will determine whether reach 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 asspecified in Form T3, as applicable.
- accompanied by Bid Processing Fee and Bid Security Declaration as applicable

- contains all the information as requested in the RFP;
- all pages of the Proposal are signed byA uthorized representative ofBidder.
- 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 examineand evaluate Proposals in accordance with the selection processspecified at Clause1.7.1 and the criteria & bid evaluation parameters as set out in Clause1.2.4 and 1.2.5 of this RFP.

Stage2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation,Client would prepare a list of technically qualified Bidder/s interms of Clause1.7.2 for opening of their Financial Proposals. Client will not entertain any query or clarification fromBidder/s who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out interms of Clause1.7.2.

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorised representative of the bidders and evaluated for compliance with the qualification criteriaas defined in clause1.2.5 of the RFP. The technically qualified bidders as per clause1.2.5 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 clause1.7.1) will only be opened and evaluated. Bidders quoting lowest Financial Quote i.e., **L1** for Year1(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 Biddershall,within 7(seven) 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 itconsents to extension of time for submission thereof,take appropriate action as per Bid Security Declaration for the pre- estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, and then exteligible Bidder may be considered.

1.9 Execution of Service Agreement

After acknowledgement of the LOA as aforesaidby the Selected Bidder, it shall execute the Service Agreement (SA)within the period prescribed in "Bidder DataSheet".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'CommencementDate';

1.10.1 Mobilisation Period

The Agency will be granted 15 calendar days from the date of signing the Service Agreement to mobilize there sources 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 definedabove, and shall be valid for a period of 02 years (i.e., 24 Months). 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.

ii. Overall cost enhancement of 3% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost. Following example is for clarity:

1st Year	No enhancement
2nd Year	3% enhancement on Annual Comprehensive Facility Management Cost paid in 1st 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 over all limit of 3% per annum on the initial value of contract).

1.11 Performance Security

1.11.1 Within10days 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 3% of the ContractValue as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of the **Registrar, Civil Courts, Balangir**.Failure of the successful Bidder to comply with the requirements of Sub-clause1.11.1shall constitute sufficientgrounds for cancellation of the award and suspension for two years as per Government of Odisha in FDOM No. 8943 dtd. 18.03.2021.

1.11.2 The performance security submitted shall be valid for a period of 2

Years and 3months 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 Declaration

1.12.1 Proposal should necessarily be accompanied by a Bid Security Declaration addressed to the Registrar, Civil Courts, Sonepur as per Government of Odisha in FDOM No. 8484 dated 05.04.2022.

1.12.2 Bidder should prepare the Bid Security Declaration in view of FDOM No. 8943 dated 18.03.2021 as per the proper form.

1.12.3 Bid Security Declaration should be enclosed along with Technical Bid. Tenders without Bid Security Declaration are liable to be rejected.

1.12.4 The Client shall cancel empanelment and/or suspend/ prohibit/debar/ blacklist the contractor/agency from participating in bidding in any contract of the state for a minimum period of two years in the following events:

a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.

b) If a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;

c) If the Proposal is varied or modified in a manner not acceptable to Client after opening of proposal during the validity period or any extension thereof.

d) If the bidder tries to influence the Client during the evaluation process.

e) In the case of Selected Bidder, fails within the specified time limit –

- to accept the LoA; and / or
- to sign the Service Agreement; and / or
- to furnish the Performance Security; and
- in case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

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 :

- **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.
- **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-contract any portionof 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, Publicauthorities 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.

The Contractor shall provide adequately trained and experienced staff & Labours to ensure correct performance of the services in accordance with the prevailing requirements All staff and labours should have minimum two years of experience.

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.

2.4.3 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor has no right to remove any personnel without prior approval of the client, emergencies, exempted.

2.4.4 The Contractor shall be responsible for the efficient performance of the Contract and for the good conduct of his employees whenever they carry out cleaning works in the Building. The contractor shall maintain a sufficient number of cleaners at all specific times to properly fulfill his obligations under the Contract. The contractor's employees shall be properly supervised at all times by a supervisor employed for this purpose by the Contractor. The contractor shall provide clean and tidy uniforms for all his employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.

2.4.5 The Contractor shall not deploy any person below the age of 18 years old and more than 55 years old. Manpower engaged for the purpose shall be pretrained and experienced in requisite field.

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 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. 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) Radioactive 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 constituents, the FMS shall not change its legal constitution in any manner during the subsistence of contract. The share holding, 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. Not paid by the Client to the FMS within90days 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. 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 protect-

ing and securing the works and less advance payment received upto 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 39 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 onlypayment 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 conflictwith the activities assigned to them under this Contract.

B. 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.

C. 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.

- Any change or addition to the Personnel listed as key professionals under the Scope of Work,
- Any change in equipment/material in respect of make, quality or other criteria, whichthe 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.

2.15.1 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.

2.15.2 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.

2.15.3 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 ofWork, Form – T8.

2.15.4 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.

2.15.5 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.

2.15.6 Miscellaneous Cost

Miscellaneous Cost, if any, will be paid subject to prior approval of the Client.

2.15.7 Basic Utilities

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

2.15.8 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:s

i. ***"Client"*** means the **District Judge, Balangir** ("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 which includes Air Conditioning, AC Main Panels and Starter Panels, Generators, LT Panels, UPS, Fire Alarm Panel, CCTV system, Lifts, Pumps (Fire, Water, Sewage and Air Conditioning), Water Purifiers, LAN, EPABX, Biometric Device, Audio Visual System, Video Conferencing System, Computers, Printers, Online UPS, Furniture & Fixtures, Retractable Seating, etc.

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 Comprehensive Facility Management Services at **in District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal** 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 selection of agency for providing 'Comprehensive Facility Management Services at **in District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal** 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 Balangir Judgeship has got its territorial jurisdiction co-extensive with the local limits of jurisdiction of Balangir Revenue District. The district of Balangir has got a rich heritage of culture, marvellous bio-diversity and unique social structure. The Judgeship of Balangir has its headquarters at Balangir Town. It situates at a distance of 327 kilometres from the State Capital at Bhubaneswar. The district of Balangir is a land-locked territory sharing its boundaries with the contiguous districts such as Bargarh on North, Nuapara on West, Kalahandi on South and Sonepur on East.

The District Court Complex, Balangir is situated by the side of SH-42. To cater the needs of the residents of the district and with an aim to provide justice at door step Civil Courts at Taluk Levels have been established at Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal.

The detail about the office premises along with the surrounding areas / location / Coverage / Built up area, Carpet Area is given at Section-I of Bidding Document. The site map of the building of the above premises will be provided to the interested bidders on request.

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 Section-I 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 The **District Judge, Balangir** invites sealed proposals from all eligible bidder / service provider for providing comprehensive facility managementservices within the **District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal** .The broad scope of services required as below;

1. Operation and Maintenance of all Electrical & Mechanical Equipment,,
2. Housekeeping and Sanitation services,
3. Reporting and Complaint Management

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

SECTION – 4 : 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 T11 and asperinstructions 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.

FORM-T1:COVERING LETTER

(OntheBidder's Letter Head)

[Location,
Date]

To
The District Judge, Balangir
At/PO/PS/Dist.- Balangir,
Odisha-767001

Sub: Selection of Agency for Providing Comprehensive Facility Management Services at District Court Complex, Balangir and Taluk Court Complexes - Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal.

DearSir,

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 the **'Selection of Agency for Providing Comprehensive Facility Management Services' at District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal.**

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,

Authorized Signature
[In full and initials]:_____

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

FORM-T2 : INFORMATION ABOUT THE BIDDER

A. BIDDER'S ORGANISATION

1. Title of Project:

2. State the Status of the Bidder's Organization :

(Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, 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 :
i) Brief description about the Organisation including 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.:
f) Fax No. :
g) E-mail address:

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. Check list of Eligibility

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
	TechnicalCriteria		
A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm	
B.	Bidder should have undertaken similar work for minimum one year on at least one eligible project with minimum built up area of one lakh sq. feet in last 5 years.	Attach true copy of supporting work order, completion certificate as applicable along with duly filled Data Sheet as per Form t4 of Section 4 Certified from Statutory Auditor/Chartered Accountant.	
C.	The bidder should have engaged man power with Valid & Proper Licensefrom Electricity License Board, Odisha, Bhubaneswar. For carrying out maintenance in LIFT, DG, CCTV, AC, Water Purifier, LAN, Fire Fighting Equipment, etc., Bidder should have valid authorisation certificate issued by Original Equipment Manufacturer (OEM).	Copies of ELBO License and OEM Authorisation Certificate.	

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
D.	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.	Attested copies of PAN, GSTIN, Labour Registration, EPFO Registration and ESIC Registration shall be acceptable.	
E.	Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any 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 Ineligibility and non-blacklist	
	FinancialCapability Criteria		
F.	Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. 2,00,00,000/- (Two Crores) for last five financial years, as on 31.03.2021.	Duly attested copy from the statutory auditor/chartered accountant has to be provided certifying Organizations turnover during last five financial years.	
G.	Bidder, should have a Positive net worth during the previous five financial years		

9. Check list of Technical Forms

Formsno.	Title	Submitted(Yes/No)
FORM-T1	COVERING LETTER	
FORM-T2	A. INFORMATION ABOUT THE BIDDER	
	B. 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	
FORMT9	QUALITY CONTROL MECHANISM	
FORM T10	ANTI COLLUSION CERTIFICATE	
FORM T11	BID SECURITY DECLARATION	

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 Signature

[In full and initials]:_____

Name and Designation of Signatory:

Name of the Bidder:

B. FINANCIAL CAPACITY OF BIDDER

Bidders are required to provide the information about the annual turnover from the similar service during the last 5 years as per the following prescribed format:

[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 service in INR	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 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 of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **'Selection Of Agency For Providing Comprehensive Facility Management Services' at District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongo-munda & Muribahal.**

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 Addressof 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 authorised 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:

Sl. No.	Name of Project	Name of Client with address and contact numbers	Dateof Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Total area of the Location		Contract Value (inINR)	Description of services provided
						Super Built Up area insq. ft.	Total Area (Sq ft)		
(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.

Authorized Signature
[In full and initials]:_____

Name and Designation of Signatory:
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, herebyundertake that, our company has not been blacklisted / de-barred 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 Signature
[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 maintenances services pertaining to upkeep& smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the facility as per the satisfaction of client / end user.

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

A1.3. The scope of work broadly includes the 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 metas per terms and conditions defined in this document. Facility Management Contractor (FMS) will be directly reporting to the officer authorised by the Client. The FMS shall deploy the adequately trained and experienced 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,
3. Reporting and Complaint Management

Please refer Section – I 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. Co-ordination for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

However, the services as defined above is not limited to or exclude any

item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the client / end user. The FMS shall maintain the service levels and also maintain minimum manpower as per scope in Form T-8.

A3 Scope of Work

Unless it is explicitly restricted, the scope of work under the Contract for Facility Management Contractor for providing facility management services including operation and maintenance of facilities constructed by the Client as implementation agency is as below:

I. Maintenance Services.

The FMS shall be responsible for breakdown maintenance as defined above at A2b(i). The FMS for preventive maintenance shall coordinate, administer and certify works of Main Contractor, Interiors Contractor, Vendors, Suppliers and Manufacturers, AMC service providers for rendering the services as per the terms and conditions stipulated in this document.

i. The FMS shall be liable to perform / undertake following services:

a. Preserving the project, its equipment's and assets as per the satisfaction of the client

b. Day to day repairs/service of the facilities

c. AMC of all equipment's e procured by the Client from time to time.

For all other equipment's in the project for which AMC shall be required, as deemed necessary by the FMS, the same shall be procured by the FMS at their own cost for preservation of all project equipment's. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.

d. Prepare list of probable spare parts, Electrical and Mechanical items, plumbing, AC spares including Chillers, split units etc. and DG spares and will coordinate and supervise for availability of these spares for items under AMC.

e. Annual Building Survey and prepare program for Repairs and submit action plan.

g. In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, starters, ballasts for common area and service, service rooms, sub-station and external lights including the landscaping, amphitheaters/OAT.

h. Operation of all equipments in the project facility, including their minor repairs and replacement.

i. Repair & rewinding of AHU, Ventilation Fans, Pumps, Motors etc., (After Defect Liability Period/Warranty Period).

j. Operation and maintainence of Telephone system of the Buildings.

II. Operation Services

The operation services under the scope of work are subdivided into two categories namely

i. Operation of Equipment and Fixtures.

ii. Housekeeping.

II(1) Operation of Equipment and Fixtures

i. The FMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client / end user.

ii. FMS shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.

iii. The FMS shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMSP / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.

iv. The FMS shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.

v. The FMS will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.

vi. The FMS shall operate all equipment's, fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.

vii. The FMS shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.

viii. The FMS shall be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner. The FMS shall ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.

ix. The FMS shall operate and maintain the complete Access Control system, CCTV System, PA system and any other system as installed in the said premises.

xi. The FMS shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artifacts as specified in the O&M manual carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artifacts / equipment's due to non-maintenance of required ambient room parameters will be the responsibility of FMS and shall make good the damaged exhibit / artifacts / equipment's at his own cost.

xii.

II. (2). Housekeeping

II (2.1) Cleaning Services

The FMS shall

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

ii. 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)

v. Additional housekeeping services as and when required by Client.

vi. Deploy equipment's 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 FMS.

vii. Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, FMS shall arrange to provide alternate equipment for the Project Facility.

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

ix. 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. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.

xi. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, 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. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.

xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.

xiii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.

xiv. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.

xv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean

xvi. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing

gum remover.

xvii. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.

xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

xix. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

II(2.2) Cleaning of Toilets

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

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

iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.

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

v. 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.

III. Management Services

The FMS shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

i. Provide required assistance to the Client during transition period of handover – takeover of the Project Facility from the Main Contractor including but not limited to providing assistance in snagging, de-snagging, testing and

commissioning of equipment's etc.

ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.

iii. Co-ordination with all the stakeholders of the Client, Contractors, Consultants and other agencies.

iv. Maintain a record of all the Equipments/ assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.

v. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance
Reports,

vi. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,

vii. Co-ordinate with Main Contractor/PMSP/ Interior Contractor for rectifying of defects under the DLP period.

viii. Assist the Client in payment of all utility bills,

ix. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges on behalf of the Client and deposit the same with the Client.

x. Calculation of common area maintenance charges.

xi. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.

xii. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. FMS shall co-ordinate for:

- Repair technician for doors, blinds and floor springs etc.
- Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E&M systems, Plumbing Works (auto flush system, other sanitary fixtures), IT Installations (Computers, monitors, CPU's), AV Installations and related items covered under the scope of Main Contractor / Interior Contractor.

- Works like painting, polishing, tiling, ceiling works etc.

xiii. Co-ordinate administer and certify works of Vendors/Manufacturers /Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.

xiv. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.

xv. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.

xvi. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Client.

xvii. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.

xviii. It is the responsibility of the FMS to ensure highest level of uptime and reliability of all equipment is maintained at site.

xix. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.

xx. Brief the representative on maintenance and operational proceedings on day to day basis.

xxi. Liaison with local, state authorities, and/or private agencies related to the Facility.

xxii. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.

xxiii. Provide support and guidance to the Client in all matters as requested

xxiv. The FMS, within its staff shall provide persons who are trained in first-aid/ paramedics to coordinate with Wellness Centre/ First Aid Room in case of emergency.

The FMS shall report to a Nodal Officer appointed by Client for the management services as and when required.

III(1). Complaint management

FMS shall create complaint kiosk with designated senior official of FMS managing the same with adequate infrastructure for time bound complaint management. FMS shall develop an online software based application for facilitating complaint raising by end-users where an acknowledgement number shall be issued automatically to the complainant and enabling easy monitoring by the Client. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

The following are defined SLA times for responding and closure of complaints by FMS and based on standards these present guidelines and may be changed by Client from time to time.

<table>
<tr><th>Description of Complaints</th><th>Service required</th><th>Report</th><th>Complaint Closure time</th></tr>
<tr><td>For Minor Defects</td><td>Replacement without any replacement by FMS</td><td>Immediately</td><td>2 hrs</td></tr>
<tr><td>For Major Defects</td><td></td><td></td><td></td></tr>
<tr><td>Item available locally</td><td rowspan="2">Rectification /Replacement by external agencies (Main Contractor/ Interior Contractor /Vendors/ Manufacturer/Supplier</td><td>Immediately</td><td>1 week</td></tr>
<tr><td>Item available domestically</td><td>24hrs</td><td>2 weeks</td></tr>
</table>

To the extent possible, FMS shall make ensure that Vendor/ Manufacturer performs their obligations as per Contract. Even after FMS making all the efforts, Vendor / manufacturer fails to perform its obligations, the FMS shall notify the Client and ask for necessary action

Table: Service Level Agreement (Operations)

A. Daily services:

(First shift should be completed before 8:30 Am every day)

Sl. No	Service Level Requirement	Min Requirement	Non Compli-ance Limit	Penalty Rate (INR)
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/exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized.	4 Times/Day	1 Day	500/ Day
3	Cleaning of Toilets as per defined scope of work	4 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.	2 Times / Day	Compulsory	1000 / 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.**	Once / Day	Compulsory	1000 / Day
6	Dusting / cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc, telephone instru-ment etc.	2 Times/Day	1 Day	500/ Day
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	1000 / Day
8	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhib-its & Artifacts, Drive way and compound area.	Once / Day	Compulsory	1000 / Day

9	Cleaning and upkeep of all parking , service, basement and maintenance area	Once / Day	1 day	1000 / Day

B. Regular Maintenance Services

Sl. No.	Service Level Requirement	Minimum Requirement	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	Shampoo Cleaning of all carpets, sofas, chairs.	As per Manufacturer recommended methods and intervals	Compulsory	500/Day
3	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	20000/15 Days
3	Painting and erection of MS Ladder or replacement if required and if found theft or damaged.	Once a Month	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
4	Chemical treatment of water for purification.	In Alternate Days	4 Days	500/Day
5	Maintenance of manhole cover including replacement if found damaged of theft	Once/15 Days	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
SW DRAIN AND SEWAGE SYSTEM				
1	Cleaning of bed properly including removing of mud, soil etc.	1 Time /Week	1 Day	10,000 / Day

2	Regular maintenance of drain covers including re-placement if found damaged.	1 Time / Week	1 Day	10,000/ Day
D- OTHERS				
1	Repair and maintenance of sanitary fixtures, lavatories	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Maxican hanger lamps 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 2000/ 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	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day
PUMP ROOM				
1	Regular maintenance of VFD pump for irrigation with all connections and attachments, damaged part should be repaired or replace at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / Theft fixture or 15000/ Day whichever is higher.
DRINKING WATER FOUNTAIN				

1	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	1 Time / Day	1 Day	40000 / Day
2	Painting inside outside as per approved paints on railings and outer concrete face.	1 Time /6 Months	1 Month	10000 / 15 Days
GARDEN UTILITY				
Sl. No.	**Service Level Requirement**	**Schedule / Timing**	**Non Compliance Limit**	**Penalty Rate (INR)**
1	Dusting of each and every benches and dust bin.	3 Times / Day	1 Day	1000 / Day
2	Wiping the chairs	1 Time / Day	1 Day	500 / Day
3	Cleaning, Repairing work for benches & dust bin.	On alternate days	1 week	22000 / Day
PATHWAY				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	15000/Day
2	Removal of water by manually-stacked rain water.	Every day before park opening time	1 Day	5000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and refixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	20000/Week
4	cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	on Alternate Days	2 Days	20000/Week
5	Removal and making of damaged kerb stone including plaster to provide wheep holes for water drainage to lawn areas.	on Alternate Days	2 Days	10000/Week
6	Painting work of kerb stone of approved shades.	1 Times/ 6Months	1 Month	10000/Week
BOUNDARY WALL				

1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	20000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
3	Cleaning of all lamps, street light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

III(2.) 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
b. Compliance of preventive maintenance plan
c. Resource deployment report (manpower, equipment)
d. Expense report (committed and invoiced amounts)
e. Energy consumption – by utility, by premise
f. Status of periodic activities as described under scope of work for Operation, Maintenance.
g. 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.
h. Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives,

cost, time schedules, etc.

i. Prepare a foot fall report for the visitors.

j. Customer Feedback Analysis

k. Report on Audits/ drills etc.

l. Complaint Management reporting.

m. MIS on procurement, statutory payments & on any other invoices processed by Client.

n. Any other reports as needed from time to time.

o. IT assets, stationaries and operating cost required to prepare report is in the scope of FMS

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

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

r. **Statutory compliance intimation report :** FMS shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. FMS shall monitor and intimate the Client minimum 30 days in advance before expiry of any such statutory or regulatory compliances.

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

t. Co-ordinate with the local bodies if required.

A4 MANPOWER

A4.1 The FMS shall have the following minimum manpower to efficiently and effectively manage at the project location:

OPERATION ANDMAINTENANCE

A) HOUSEKEEPING SERVICE

Sl. No.	Description	District Court, Balangir (including old Dist.Court Building)	Civil Court, Titilagarh	Civil Court, Patnagarh	Civil Court, Kantabanji	Civil Court, Loisingha	Civil Court, Saintala	Civil Court, Bongomunda	Civil Court, Muribahal	**Total Qty**
1	FMS Manager	1								1
2	Supervisor	1	1	1	1	1	1	1	1	9
3	Toilet sweeper	5	1	1	1	1	1	1	1	12
4	Floor Cleaner/sweeper	10	2	2	2	2	2	1	1	22
5	Sewer-man	2								2
6	Plumber/Fitter	3								3
			D) ELECTRICAL MAINTENANCE							
1)	Electrician or Wireman	3								3
2)	Supervisor	1								1
3)	DG Technician	1								1
5)	Helper/Khalasi	2	1	1	1	1	1	1	1	9

A4.2 Above is the minimum manpower requirement by the Client:

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 it's own cost.

ii. Manpower related to following services are also required to be deployed for 24X7 shift.

a. Technical Services requiring following technician: Electrician, Plumber, Control room supervisor, BMS supervisor, Fire mechanic, Security personnel and any other personnel required for smooth functioning of the project.

b. Housekeeping manpower

iii. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.

iv. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.

v. 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.

vi. 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.

vii. State minimum wages will be applicable for manpower deployment.

viii. Disbursing Client will verify a specific percent (at least 2%) about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.

A5 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	Expectedfor upkeep	Minimum Obligation	Deduction recoveryto be affected inthe monthly bill
Power– Substation/ DGset	100 (Ability to be online in case of powerfailuretobe not-lessthan20 second.)	98%	1%of the monthly bill
UPS	100%	99.95%	0.5%ofthe monthly bill
HVACsystems for entirecomplex	100%	99.5%	2%of the monthly bill
Elevators	100%	98% (each liftshall nothave more than 2	0.5%ofthe monthly bill

Description	Expectedfor upkeep	Minimum Obligation	Deduction recoveryto be affected inthe monthly bill
		timesBreak Downa year)	
ACBs /Panels/Cables	100%	CriticalACBs:100% Non critical:99.5%	1%of the monthly bill
Fire Hydrantsystem& Sprinklersystem	100%	100%	2%of the monthly bill
ControlRoom/BMS	100%	98%	2%of the monthly bill
CCTV	100%	98%	1%of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	3%of the monthly bill
Shortfall in deployment of minimummachinery / tools described in the agreement	100%	100%	3%of the monthly bill
Minor Defects as per the prescribed standard	100%	98%	1%of the monthly bill
Major defects as per the prescribed standard	100%	95%	2%of the monthly bill
House keeping works as per Agreement	100%	95%	1%of the monthly bill

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

FORM-T7: COMMITTMENT FOR PROPOSED EQUIPMENTS ANDMATERIALS

1. List of Proposed Equipments:

SL . No.	Equipment	Requirement	Specification	Capacity	Present Condition	Re-marks
1	2	3	4	5	6	7

2. Proposed list of Materials/Consumables to be used

SL. No.	Name ofconsumable proposed (withdetailsand make)		Utilisation		
	Consumable	Make /Brand	Perday	Perweek	Permonth

Note:

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

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

3. The Bidder shall procure all related consumables like toiletries, spares, fasten-ers / fixtures required

(if any), housekeeping consumables etc. and the cost of the same shall be borne by the Bidder.

Yours sincerely,

Authorized Signature
[In fullandinitials]

Name and Designation of the Signatory :
Name ofthe 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 workplan and standard operating procedure for the required services within 3 -4 pages]

Yours sincerely,

Authorized Signature
[In full and initials]

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

FORM-T9: QUALITY CONTROL MECHANISM

[In this format, the bidder shall provide a brief write up on the proposed quality control mechanism for the required services within 1-2 pages]

Authorized Signature
[In fullandinitials]

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

FORM-T10: ANTI COLLUSION CERTIFICATE

(on letter head 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 any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this…… Days of……2018

Name of the Bidder ……

Signature of the designated person……

Name of the designated person……

Date of receipt of RFP ……

FORM-T-11 Form of Bid Security Declaration

Name of the Work :
Date :
Bid Identification No :

To

The District Judge, Balangir
District Court Complex,
AT/PO/PS/Dist.- Balangir
Odisha-767001

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

2. We accept that the Authority/ Employer/ Tender inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist/ from participating in bidding in any contract of the state for a minimum period of 2 years, if we are in breach of our obligation(s) under the bid conditions because we:

a) Have withdrawn out Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us; or

b) Having been notified of the acceptance of our Bid by the employer prior to the expiry date the Bid validity in the letter of Bid or any extended date provided by us.

i) Failure of use to furnish the performance Security and Additional Performance Security, if required in accordance ITB/ Terms of the Bid Document, or

ii) Fail to agree to the decisions of the contract negotiation meeting or

iii) Failure refuse to execute the contract.

3. We understand this Bid Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or after the expiry date of the Bid validity.

Name of the Bidder_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

Person signing the Bid shall have the power of attorney given by the Bidder to the Bid.

Authorised Signatory

Name & Designation of Signatory

Name of the Firm:_____.

Annexure I:

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

1. EngineeringTools

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.HouseKeepingTools/Equipment

Sr. No.	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

. *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

Sl. No.	Description	District Court Complex, Balangir	Civil Court Complex, Titilagarh	Civil Court Complex, Patnagarh	Civil Court Complex, Kantabanji	Civil Court Complex, Loisingha	Civil Court Complex , Saintala	Civil Court Complex, Bangomunda	Civil Court Complex, Muribahal	Total
1	Air Conditioner (Split Type) 2Ton (Make: Carrier/ Voltas/ Hitachi /Bluestar (Nos.) with stabilizer	99		1		11				111
2	Air Conditioner (Split Type) 1.5Ton (Make: Carrier /Voltas /Hitachi /Bluestar (Nos) with stabilizer	12	28	23	19	22	6	1	0	111
3	CC TV	45	14	21	14	11	8	0	0	113
4	VC System	1	1	1	1	1				5
5	People Link iCom HD 1080	2	0	0	0	0	0	0	0	2
6	10 KVA DG Set	2	1	1	1					5
7	5 KVA DG Set	1	1	1	1					4
8	1 KVA UPS		2	1	1					4
9	2 KVA UPS	3								3
10	6 KVA UPS	1								1
11	LCD TV	Samsung – 1, LG - 1	Samsung -1							3

12	Bluettooth enabled speaker		1							1
13	9 U rack		1	1	1					3
14	12 U rack	8 nos	1							9
15	Inveter		4	6	3		2	2	2	19
16	(ABC dry chemical powder & CO2) type FE of capacity 4 KG	13 nos.								13
17	Water purifier	2	1	1	1	1	1	1	1	9

Section 6 : Financial Proposal

1. House Keeping Services

S.N	Description of items	Quantity	Unit price per month (INR)	Total Price (per Year) INR
1	FMS Manager			
2	Supervisor			
3	Plumber/ Fitter			
4	Toilet Sweeper			
5	Floor Cleaner/ Sweeper			
6	Sewer Man			
7	Tools (Detailed list)			
8	Consumables (Detailed list)			

2. Pest Control

S.N	Description of items	Quantity	Unit price per month (INR)	Total Price (per Year) INR
1	Pest Control Technician			
2	Helper			
3	Tools (Detailed list)			
4	Consumables (Detailed list)			

3. Lawn & Gardening

S.N	Description of items	Quantity	Unit price per month (INR)	Total Price (per Year) INR
1	Gardener/Mali			
2	Tools (Detailed list)			
3	Consumables (Detailed list)			

4.Electrical Services

S.N	Description of items	Quantity	Unit price per month (INR)	Total Price (per Year) INR
1	Supervisor (Electrical Maintenance)			
2	DG Technician			
3	Lift Technician			
4	Electrician or wireman			
5	Helper or Khalasi			
6	Tools (Detailed list)			
7	Consumables (Detailed list)			

Form F1 : Financial Proposal Submission Form

(Onthe letter head of the Bidder)

[Location,
Date]

The District Judge, Balangir
At/PO/PS/Dist.- Balangir
Odisha-767001

Sub: Selection of Agency for Providing Comprehensive Facility Management Service at District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal.

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for **Comprehensive Facility Management Services at District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal,** in accordance to your Request for Proposal No. _____ Dated _____ 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]

Namea and Designation of Signatory :
Nameof Bidder :
Complete Address :

Form F2: Financial Bid

Sl. No.	Item	Description	Unit	Financial Bid (INR) for first year of the contract
1	Comprehensive Facility Management Services at District Court Complex, balangir and taluk court complexes – Titil-agarh, Patnagarh , Kantabanji, Loisingha, Saintala, Muribahal and bangomunda	Services to be provided as per the defined scope and terms and conditions of the RFP	Lump sum	
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 ervices 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

(Location wise as well as consolidated)

Sl. No.	Description of Item	Qty. (No.)	For 1 Year		
			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 Manpower**				
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 Equip-ments and Consumables**	Lump sum			
3.	**Other Expenses (Pl. Specify)**				
Total Cost (Rs.)					
In Words					

Authorized Signature
[In full and initials]

Name and Designation of Signatory:

Name of the Bidder:

Address

Section –7 Draft Contract

CONTRACT

ENGAGEMENT OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FORUP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES IN DISTRICT COURT COMPLEX, BALANGIR AND TALUK COURT COMPLEXES-TITILAGARH, PATNAGARH, KANTABANJI,LOISINGHA,SAINTALA,BONGOMUNDA & MURIBAHAL

BETWEEN

THE DISTRICT JUDGE, BALANGIR,
AT/PO/PS/DIST- BALANGIR, ODISHA- 767001

AND

_____

[COMPREHENSIVE FACILITY MANAGEMENT SERVICE PROVIDER]

Dt.

[On Stamp Paper]

FORM OF AGREEMENT

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

AND

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

WHEREAS

_____ issued RFP vide Letter No._____ Dated_____ to the Comprehensive Facilities Management Service Provider for execution of "Comprehensive Facility Management Services for Up-Keeping, Cleaning & Maintenance and Electrical Services in District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal"and the Comprehensive Facilities Management Service Provider offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No._____ Dated _____

AND

WHEREAS abovestatedofferand willingnessconveyed underLetter _____ dated _____ by theComprehensive Facilities Management Service Provider has been dulyaccepted bytheClientvideitsLetterNo. _____ dated _____for executionand completionoffacilityrelated services subject to thefulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The Comprehensive Facilities Management Service Provider shall engage efficient and experienced personnel torender the required service of"Comprehensive Facility Management Services for Up-Keeping, Cleaning & Maintenance and Electrical Services in District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal" as described in **Annexure-A.**

2. <u>Agreement Period</u>:

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

3. <u>Contract Value:</u>

a) The total contract value is _____ [in words] only per Year forthe period of contract except GST(as applicable] etc. pertainingto the"Comprehensive Facility Management Services for Up-Keeping, Cleaning & Maintenance and Electrical Services in District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal"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 GovernmentofOdisha, the basicdifferential cost of minimum wages for Unskilled, Semi-skilled, Skilled and High Skilledlabour together with ancillary implication like EPF, ESI etc., will be paid extra.

b) No other terms and conditions put forth by Comprehensive Facilities Management Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 2.14.1 along with A5 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) The District Judge, Balangir will make payment on the basis of monthly bills furnished' by the Comprehensive FacilitiesManagementService Provider duly certified by Designated Officer for the purpose byfirst week of subsequent month for the servicesrendered forthe previous monthand payments willbe madeby theClient within 15 days from the date of submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the 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 @3%of the Annual contract value in shape of Performance Bank Guarantee in favour of Registrar, Civil Courts, Balangir. 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 thisAgreement shall be signed byan Authorized Representative ofthe partygiving such notice.

b) The Comprehensive Facilities Management Service Provider shall carryout instructions and act uponany guidelines issued in pursuance ofthe Agreement, if and only if they aregiven / signedby an AuthorizedRepresentative 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, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal against all liabilities for death and injury whatsoever on account ofany accident in the course of performing the Operation & Maintenance services. The client will not be responsible and be held liable for any such death injury or accident to the employees' and any other personnel deployed by the Comprehensive Facilities Management Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Comprehensive Facilities Management Service Provider shall reimburse such damages or compensation on demand.

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

c) The Comprehensive Facilities Management Service Provider shall provide qualified uniformed staff to perform the services. The employees of Comprehensive Facilities Management Service Provider entering the premises

of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.

d) The Comprehensive Facilities Management Service Provider shall conduct periodic general medical checkup of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.

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

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

g) "Right man 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 authorised officer from time to time.

8. Statutory Compliances :

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

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

c) The Comprehensive Facilities Management Service Provider shall alone beresponsible forthe payments ofwages and all other statutory payments/legal dues toits employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released bythe client only upon the Comprehensive Facilities Management Service Provider producing online PF &ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

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

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

9. Liability and Indemnity:

The Comprehensive Facilities Management Service Provider shall be responsible and liable for and shall indemnify the client and keep "District Court Complex, Balangir and Taluk Court Complexes-Titilagarh, Patnagarh, Kantabanji, Loisingha, Saintala, Bongomunda & Muribahal",safe and harmless at all time against:

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

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

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

10. Limitation of Liability:

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

11. Sub-Contracting:

The Comprehensive Facilities Management Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent Client in case of emergency requirements.

12. Loss/ Theft / Damage:

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

13. Exclusion of Consequential Loss:

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

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

a) Breach of Agreement:

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

b) Penalty:

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

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

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

iv. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the client shall have the right to deduct the following amount from the monthly bill of the Comprehensive Facilities Management Service Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c) <u>Termination of Agreement:</u>

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the clientshall 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 can not be questioned in any court of law.

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

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

17. Jurisdiction:

Thecourt situated at Balangir intheState of Odisha shall have jurisdiction to decide any disputes or litigations between the parties hereto.

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

Annexure- A : Scope of Work
Annexure- B : List of Equipment and Consumables to be utilised for the purpose
Annexure- C : List of Manpower to be deployed at the project location
Annexure- D : Payment Term

Signature of Authorised Representative

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

Witnesses:

On behalf of Client

1.
2.

On behalf of Comprehensive Facilities Management Service Provider

1.
2.