

OFFICE OF THE DISTRICT JUDGE, JHARSUGUDA
AT- NEW DISTRICT COURT COMPLEX,
P.O./DIST.- JHARSUGUDA, ODISHA – 768204
e-Mail ID: dj.jharsuguda-od@gov.in /
sa.od-jharsuguda@gov.in

INVITATION FOR BIDS

RFP Identification No. 02 (RFP) OF 2024-25

Dated 24.07.2024

REQUEST FOR PROPOSAL (RFP)

The District Judge, Jharsuguda (“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 (CFMS) FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES’ at New District Court Complex, Jharsuguda, Old District Court Complex, Jharsuguda, Transit House, Jharsuguda and Court Complex of Nyayadhikari-cum-J.M.F.C., Lakhanpur.

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. Horticulture & Plantation
4. Pest control
5. Waste Management

B. Contract Period: 02 years

C. Bid Processing Fee (INR): 10,000/- (In Shape of Demand Draft in favour of District Judge, Jharsuguda, Payable at Jharsuguda)

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.

E. The RFP document can be download from <https://jharsuguda.dcourts.gov.in>. The interested bidders are requested to follow the guidelines issued by the **Government of Odisha, Finance Department, Office Memorandum No. 37323/F Dated 30.11.2018** regarding engagement of consultant and outsourcing of services which is to be read as a part of this Request For Proposal (RFP). To clarify the queries of the Bidder(s), a pre-bid meeting is scheduled to be held on 31.07.2024 at 4.30 P.M. in the Video Conference Hall, New District Court Complex,

Jharsuguda. 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/by hand** so as to reach on or before **05.08.2024 by 05.00 P.M. on the address "The District Judge, New District Court Complex, Jharsuguda, Odisha- 768204"**. For details please refer the **Critical Date Sheet** of RFP Documents.

F. Critical Date Sheet:

1	RFP Issue Date	24.07.2024
2	Last Date and Time for Submission of Pre-Bid queries through email- sa.od-jharsuguda@gov.in	30.07.2024 4.00 P.M
3	Upload of Pre Bid Clarification Date and Time https://jharsuguda.dcourts.gov.in	31.07.2024 4.00 P.M
4	Pre Bid Meeting Date and Time	31.07.2024 4.30 P.M.
5	Bid Due Date and Time	05.08.2024 by 05.00 P.M.
6	Technical Bid Opening Date and Time	07.08.2024 4.00 P.M.
7	Financial Bid Opening Date and Time	07.08.2024 6.00 P.M.

G. Contact Person : Deputy Administrator, PES, Civil Courts, Jharsuguda
E-mail:- sa.od-jharsuguda@gov.in
Contact No. 9556658304

H. Complete Address for Submission of Bid :

**The District Judge, New District Court Complex,
Jharsuguda, Odisha – 768204**

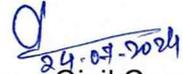
The authority reserves the right to accept/reject any or all RFPs without assigning anyreason thereof.

Sd/-
District Judge,
Jharsuguda.

Memo No. 4085(WE) Dt. 24.07.2024

Copy forwarded to the Director, I&PR Department, Government of Odisha, Bhubaneswar with a request to get it published in largely circulated 01 (One) No. of leading Odia Daily and 01 (One) No. English Daily Newspaper on or before 26.07.2024 for wide circulation. The complimentary copy of the News Papers connecting the Tender Call Notice may be sent to this office for reference and record.

Encl.: Bid Notice


24.07.2024
Registrar, Civil Courts,
Jharsuguda

Memo No. 4086(WE) Dt. 24.07.2024

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

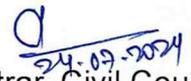
Encl.: RFP Document of Invitation for Bids


24.07.2024
Registrar, Civil Courts,
Jharsuguda

Memo No. 4087(WE) Dt. 24.07.2024

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

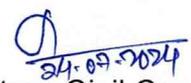
Encl.: RFP Document of Invitation for Bids.


24.07.2024
Registrar, Civil Courts,
Jharsuguda

Memo No. 4088(WE) Dt. 24.07.2024

Copy forwarded to the Collector & District Magistrate, Jharsuguda with a request to display the Bid Notice in the Notice Board for wide circulation.

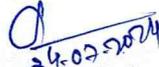
Encl.: Bid Notice.


24.07.2024
Registrar, Civil Courts,
Jharsuguda.

Memo No. 4089 (WE) Dt. 24.07.2024

Copy forwarded to the Notice Board, Civil Courts, Jharsuguda for wide circulation.

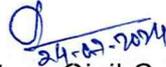
Encl.: Bid Notice.


24.07.2024
Registrar, Civil Courts,
Jharsuguda.

Memo No. 4090 (WE) Dt. 24.07.2024

Copy forwarded to the Registrars of all the judgeships for wider circulation.

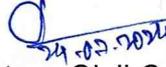
Encl.: Bid Notice and RFP Document of Invitation for Bids.


24.07.2024
Registrar, Civil Courts,
Jharsuguda

Memo No. 4091 (WE) Dt. 24.07.2024

Copy forwarded to the Superintending Engineer, R&B (PWD) Jharsuguda for wider circulation.

Encl.: Bid Notice and RFP Document of Invitation for Bids.


24.07.2024
Registrar, Civil Courts,
Jharsuguda.

Memo No. 4092 (WE) Dt. 24.07.2024

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

Encl.: RFP Document of Invitation for Bids.


24.07.2024
Registrar, Civil Courts,
Jharsuguda.

Memo No. 4093 (WE) Dt. 24.07.2024

Copy forwarded to Superintendent of Police, Jharsuguda for information and to provide security at the time of opening of the Bid documents at New District Court Complex, Jharsuguda on the scheduled date.

Encl.: Bid Notice.


24.07.2024
Registrar, Civil Courts,
Jharsuguda.

DISTRICT COURT, JHARSUGUDA

REQUEST FOR PROPOSAL

SELECTION OF AGENCY TO PROVIDE COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) FOR NEW DISTRICT COURT COMPLEX, JHARSUGUDA, OLD DISTRICT COURT COMPLEX, JHARSUGUDA, TRANSIT HOUSE, JHARSUGUDA AND COURT COMPLEX OF NYAYADHIKARI-CUM-J.M.F.C., LAKHANPUR.

OFFICE OF THE DISTRICT JUDGE,
NEW DISTRICT COURT COMPLEX, DIST.-JHARSUGUDA,
ODISHA-768204

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A. Indicative Scope:

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1. Operation and Maintenance of all Electrical & Mechanical Equipment,
2. Housekeeping and Sanitation services
3. Horticulture & Plantation
4. Pest control
5. Waste Management

B. Contract Period: 02 years

C. Bid Processing Fee (INR): 10,000/- (In Shape of Demand Draft in favour of District Judge, Jharsuguda, Payable at Jharsuguda)

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.

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G. Contact Person : Deputy Administrator, PES, Civil Courts, Jharsuguda
E-mail:- sa.od-jharsuguda@gov.in
Contact No. 9556658304

H. Complete Address for Submission of Bid:

**The District Judge, New District Court Complex,
Jharsuguda, Odisha – 768204**

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

Bidder Data Sheet

Sl. No.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Selection of agency for providing comprehensive facility management services (CFMS) FOR <ol style="list-style-type: none">1. New District Court Complex, Jharsuguda2. Old District Court Complex, Jharsuguda3. Transit House, Jharsuguda4. Court Complex of Nyayadhikari-cum-J.M.F.C., Lakhanpur.
2.	Broad scope of services	The Broad Scope of services required under through this RFP shall be inter alia as briefed below: <ol style="list-style-type: none">1. Operation and Maintenance of all Electrical & Mechanical Equipment,2. Housekeeping and Sanitation services3. Horticulture & Plantation4. Pest control5. Waste Management
3.	Contract Period	For 02 Years (24 Months)
4.	Method of Selection	Least Cost Selection Process (LCS)
5.	Bid Processing Fee	Rs.10,000/- (Ten Thousand Only) in shape of Demand Draft
6.	Submission of Proposal	Bidder/shall be required to submit their Proposal through Registered Post / Speed Post / Courier/by hand as per instructions in the RFP Document on or before 05.08.2024 by 05.00 PM to the following address: The District Judge Court, New District Court Complex, Jharsuguda, Odisha, Pin - 768204 <i>(The Client will not be responsible for any postal delay/any consequences in receiving of the proposal. Any bid received after the deadline of submission, will be out-rightly rejected).</i>
7.	Issue of RFP	24.07.2024
8.	Downloading of RFP Documents	Bidders can download the complete RFP Document from the official website:- https://jharsuguda.dcourts.gov.in
9.	Letter of Award (LoA) to selected Bidder	<i>Within 7 days from the date of issue of award notice.</i>

Sl. No.	DESCRIPTION	
10.	Site Visit	<p>Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of bid preparation. The site visit will be facilitated by the Client from Dt 24.07.2024 to Dt 05.08.2024 for the prospective bidders (on prior request). The details of the authorised person, who is to be contacted, provide guidance for facilitating for the purpose are given below:</p> <p>Name & Designation: Ranajit Kumar Thanapati, Deputy Administrator, PES, Civil Courts, Jharsuguda Contact No.: 9556658304</p>
11.	Scope of work, Obligations of Agency and Client, for the assignment:	As detailed in Schedule of Requirements (Annexure-B)
12.	Earnest Money Deposit (EMD)	"Bid Security Declaration" Form- T6
13.	Performance Security	Selected bidder must submit Performance Security of the amount equivalent to 10%of the Contract Value.
14.	Validity of proposal	Proposals must remain valid for one hundred Twenty (120) days after the submission date
15.	Language(s)of the submitted proposals:	English
16.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
17.	Annual Comprehensive Facility Management Cost	<p>Lowest financial bid for the first year quoted by the bidder.</p> <p>(Payments for the Annual Comprehensive Facility Management Services (CFMS) Cost shall be made by the Client on equal monthly installments basis during contract period).</p>
18.	Signing of Service Agreement (SA)	Within15 (Fifteen) days from the date of issue of LOA
19.	Mobilization Period and Commencement of Service:	15 days from the signing of Service Agreement (SA)

1. 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; <ul style="list-style-type: none"> • Indian Companies Act 2013 • Indian Partnership Act 1932 • The Societies Registration Act 1860. • Limited Liability Partnership Act 2008. 	Copy of Certificates of Incorporation / Registration issued by the competent Authority.
B.	The bidder must have executed Comprehensive Operation, Maintenance and Multi facility Mechanized Services in Court building/Judicial Buildings/Central / State Govt./ IT / ITeS companies, High rise Buildings, Apartments, Business centres and Malls in India during last Five financial years as on dt 31.03.2024 of value specified herein in the relevant area as per the scope of the work:- One project with minimum 1,50,000 Sq. ft. Built-up areas and not less than the contract value of (One Core) Rs.1,00,000,00.00	Copies of supporting work order / work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per format T-4.
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	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.
D.	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 his eligibility and non-blacklisting needs to be furnished

E.	The registered Office / branch office of the Service Provider must be located within the jurisdictional area of India/Odisha.	Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise)
Financial Capability Criteria		
F.	Bidder should have the average financial turnover of not less than Rs. 5.00 crore (Five crore) and should have a positive net worth for last Three financial years, ending [2021-22, 2022-23, 2023-24] 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 turnover during last Three financial years [2021-22, 2022-23, 2023-24] as per the Form provided.
G	Must have its own bank account in any scheduled bank situated in India.	Copy of the pass book/Canceled Cheque along with self-attested up to date Bank Account Statement needs to be furnished.
H.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service Provider	An undertaking to this effect must be submitted on the bidder letter head.

NB:

- i. **Similar works** means undertaken Comprehensive Facility Management Services including operation and electrical maintenance services, housekeeping, Lawn and Garden, horticulture, waste management etc.
- ii. **Eligible Projects** for the purpose of evaluation shall mean following projects: Similar works executed for Court Buildings/ Judicial Buildings/Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes /Luxury Hotels/ Resorts/Institutional Campus/Corporate House/Hospitals etc.

Special Note

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the RFP, even if the total Contract is not completed/ closed. The Bidder shall also be required to submit a part completion certificate, which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the RFP). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is not allowed.

2. Information to Bidder/Preparation of Bids

- a) Bidders should take into account all clarifications/corrigendum/ 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.

Proposal Preparation Cost

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

Project Inspection and Site Visit

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

Only One Proposal

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.

Taxes

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

3. Submission of Bids

The bids shall be submitted through **SPEED POST / REGISTERED POST / COURIER/ By Hand** under two stage bidding system i.e. technical bid submission in the first stage in an envelope mentioning “ technical bid for (CFMS)” and those who qualify the technical bid will be eligible for open financial bid separately in the second stage in an envelope mentioning “ financial bid for (CFMS)” by the stipulated date for evaluation two cover system i.e., viz., Technical Proposal (Cover-I) and Financial Proposal (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission. The proposals submitted through Telegram/Fax/email / any other mode shall

not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

1) Cover–I Technical Proposal:

- Bid Processing Fee and EMD as applicable.
- The documents as specified in clause1 (Eligibility Criteria) of this RFP are to be self-attested and furnished by the Bidder.
- Signed copy of the RFP.
- All required Schedules and documents.

2) Cover–II Financial Bid:

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

4. Modifications/ Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. In the event of withdrawal of the proposal by bidder, the EMD will be forfeited by “CLIENT”.

5. Opening of Proposal

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

Stage1: Opening of Cover 1Technical Proposal

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

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

Client would subsequently examine and evaluate Proposals in accordance with the selection process specified the Eligibility criteria of this RFP.

Stage 2 : Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Client would prepare a list of technically qualified Bidder/they would be asked for present to open Financial Proposals within the stipulated date. Client will not entertain any query or clarification from Bidder/who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.7.2 [Annexure Government of Odisha, Finance Department, Office Memorandum No. 37323/F Dated 30.11.2018 regarding engagement of consultant and outsourcing of services.]

6. Evaluation of Proposal

6.1 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 criteria of the RFP. The technically qualified bidders would only be considered for open of Financial Proposal by the stipulated date to be considered for 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	Criteria Total
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 10 years	20
1.2	Undertaken one project having comprehensive Facilities management services with minimum built up area of 1,50,000 sq.ft.	30	
		i) Minimum of 1 project of similar capacity and contract value	20
	and having the contract value of 2 times the estimated cost of the project during the last Five financial years.	ii) For each additional project of similar capacity and contract value	5 <i>(Maximum = 10 Mark)</i>

2	Financial strength of the bidder: Average Annual financial turnover during the last three financial years, as on 31 st March, 2024 [The financial strength should be twice the estimated cost of the service]	Bidders having a. Prescribed financial turnover as per the RFP = 5 Marks b. 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		20
5	Quality Standards / Certifications for the Service	ISO 9001: 2008 (relating to Facility Management services) & ISO 14001: 2004 Certifications.	5

Bidders who score more than **70%** marks shall be considered for further evaluation. Further, a duly constituted Technical Evaluation Committee (TEC) will evaluate and shortlist the Technical Bids. Only those bidders whose quoted products are recommended by TEC as qualified in Technical Evaluation process; shall be eligible for opening of their financial bids.

6.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders will only be opened and evaluated. Bidders quoting lowest Financial Quote i.e. **L1** for Year 1(as per BOQ), among technically qualified bidders shall be identified as **“Selected Bidder”**.

7. Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Client to the Selected Bidder and the Selected Bidder shall, within 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 it consents to extension of time for submission thereof, the appropriate EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

8. Execution of Service Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall

execute the Service Agreement (SA) within the period prescribed in "Bidder Data Sheet". The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement. The Selected Bidder shall submit Performance Bank Guarantee before signing of Service Agreement.

9. Contract Period

The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period of 02 years (i.e. 24 Months) (annually renewable). The FMS shall provide a consolidated list of equipment's procured by the FMS and update the Client on annual basis for records.

10. Payment Terms and Enhancement

- i. The payment for the entire Annual Comprehensive Facility Management Cost will be done on equal monthly installments basis during contract period.
- ii. During contract period the changes/increase in minimum wages/statutory wages payables to workers, such increase shall be account of Client.

11. Performance Security

11.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 03% of the Annual Contract Value or monthly quoted value before GST as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of "District Judge, Jharsuguda". Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

11.2 The performance security submitted shall be valid for a period of 2 Years and 3 months from the date of effectiveness of the contract. **The authenticity of the PBG will be get properly verified by the Client from the local branch of the issuing bank prior to execution of the contract.**

11.3 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 30 days after completion of Contract.

12. Power of Attorney

The Bidder should submit Power of Attorney in the format specified authorizing the signatory of the Proposal to commit the Bidder.

Key clauses of Service Agreement

1. Standard of Performance

The FMS shall perform the services and carry out their obligation she re under 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.

2. Liability of the FMS

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

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

- a. Any change or addition to the Personnel listed as key professional under the Scope of Work,
- b. Any change in equipment/material I in respect of make, quality or other criteria, which the FMS furnished.

3. Obligation of the Client

3.1 Assistance and exemptions

Client shall assist the FMS and his staff forgetting 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.

3.2 Access to Land

Client warrants that FMS shall have, free of charge unimpeded access to all and at Project Facility in respect of which accesses required for the performance of the Services. The Client will be responsible for any damage to such land or property there on 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.

3.3 Change in Applicable Law related to taxes and duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by FM Sin 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.

3.4 Services, facilities and property of CLIENT

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

3.5 Payment

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

3.6 Space

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

3.7 Miscellaneous Cost

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

3.8 Basic Utilities

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

4. Extension/Renewal of Contract

4.1 The extension or renewal of the contract in terms of increase in duration of contract or addition/deletion in scope of work, if required by the Client may be considered taking in to account the performance of the FMS. However, Client is not bound to consider any such extensions.

4.2 The extension or renewal of the contract shall be as per the terms as approved by the Client.

Form – T1 COVERING LETTER

(On the Bidder's Letter Head)

[Location, Date]

To

**The District Judge,
New Court Building Complex, Jharsuguda
Odisha- 768204**

Sub: Selection of Agency for Providing Comprehensive Facility Management Services (CFMS) at <insert Location>

Dear Sir,

With reference to your Request for Proposal dated I have examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for **Comprehensive Facility Management Services (CFMS)**.

1. All information provided in the Proposal and in the Appendixes 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 inconformity 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 what so ever 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 the 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 Organization

- 1. Title of Project:
- 2. State the status of Bidders Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.
- 3. State the Following:

1	Name of the Firm / Organisation	<input type="checkbox"/>	
2.	Status of the Firm /Organisation (support the documents)	<input type="checkbox"/>	Proprietary/Partnership/Company/ Government / Joint Venture / Other (Specify)
3.	Registration/Licence No. of the Firm / or Organisation	<input type="checkbox"/>	
4.	Postal Address	<input type="checkbox"/>	
5.	Official Address with FAX & Email ID	<input type="checkbox"/>	
6.	Year of Establishment	<input type="checkbox"/>	
7.	Activities/Service Offered	<input type="checkbox"/>	
8.	PAN/TAN	<input type="checkbox"/>	
9.	EPF Registration No.	<input type="checkbox"/>	
10.	ESIC Registration No.	<input type="checkbox"/>	
11.	Good and Service Tax Registration details	<input type="checkbox"/>	
12.	Labour License registration No	<input type="checkbox"/>	

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- ID

5. Details of individual(s) who will serve as the point of contact/communication for CLIENT within the Company

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No.
- e) E-mail address:
- f) Fax No.

6. Bidders shall enclose copies of the valid EPF, ESI and Labour License & PSARA License;

7. Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
Technical Criteria			
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 1,50,000 sft in last 3 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.	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.	
D.	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	
Financial Capability Criteria			
E.	Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. One Crore for last three financial years, as on 31.03.2024.	Duly attested copy from the statutory auditor/chartered accountant has to be provided certifying Organizations turnover during last five financial years.	
Criteria	Description	Required Supporting Document	Submitted (Yes/No)

F.	Bidder, should have a positive net worth during the previous three financial years		
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9. Checklist of Technical Forms

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

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

Authorized 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 03 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 3 FYs)	Financial Turnover from the similar service in INR	Average Turnover from the similar service in INR
1.			
2.			
3.			

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.

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested

Executant

Notes:

1. *To be executed by the sole Bidder.*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (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 are solution/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:

S. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Total area of the Location		Contract Value (in INR)	Description of services provided
						Super Built-Up area in sq. 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, hereby undertake that, our company has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature

[In full and initials]:_____

Name and Designation of the Signatory:

Name of the Bidder and Address:

Form – T 6

Format for Bid Security Declaration

<Letter head of the Bidder>

Letter No. _____, Date: _____

Bid No:

To

The < Tender inviting authority>

We, the undersigned, declare that:

1. We understand that, according to your conditions, a Bid-Security Declaration must support bids.
2. We accept that < Tender inviting authority>shall suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by < Tender inviting authority>or
 - (b) Having been notified of the acceptance of our Bid by < Tender inviting authority>prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by <Tender inviting authority>
 - i. Failure to furnish the Performance Security in accordance with the ITB/Terms of the Bid Document/RFP; or
 - ii. Fail to agree to the decisions of the contract negotiation meeting; or
 - iii. Failure / refusal to execute the Contract.
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder,
 - (i) Upon the notification of the name of the successful Bidder through award of contract or
 - (ii) 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 ----- 2024

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

Annexure- A

Details of Buildings of

DISTRICT COURT COMPLEX, JHARSUGUDA,

OLD DISTRICT COURT COMPLEX, JHARSUGUDA,

TRANSIT HOUSE, JHARSUGUDA

AND

COURT COMPLEX OF NYAYADHIKARI-CUM-

J.M.F.C., LAKHANPUR.

Annexure– A Details of Court Complexes

The details as follows:	
Total Super built up Area	<ul style="list-style-type: none"> • New District Court Complex, Jharsuguda. Basement Area – 25483 Sft G. Floor - 21401 Sft F. Floor – 20920 Sft S. Floor – 20920 Sft • Old District Court Complex, Jharsuguda. G. Floor – 6995 Sft F. Floor – 6496 Sft • Transit House, Jharsuguda G. Floor – 2081 Sft F. Floor – 2090 Sft • Court Complex of Nyayadhikari-cum-J.M.F.C., Lakhanpur G. Floor- 3340.48 Sft
Total Carpet Area	
Common Area	
Basement Parking	New District Court Complex, Jharsuguda- 25483 Sft.
Structural Glazing	Old District Court Complex, Jharsuguda (Aluminum Windows-32 Nos.)
Aluminum Composite Panel	
Aluminum Windows	
Drinking Water Sump	
Over Head Tank for drinking water	8 Nos. in Total
Over Head Tank for fire fighting	Nil
Fire Hydrant Sump	100000 Ltr
<u>Number of Toilets:-</u> <ul style="list-style-type: none"> • Toilets 	<ul style="list-style-type: none"> • New District Court Complex, Jharsuguda- 10 Nos + 11 Toilets of P.O. = 21 • Old District Court Complex, Jharsuguda- 5 Nos. • Transit House, Jharsuguda- 7 nos. • Court Complex of Nyayadhikari-cum-J.M.F.C., Lakhanpur- 3 Nos.
<u>Type of Flooring</u>	<ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Chequered tiles

D.G. Set & other electrical equipments	<p>1. New District Court Complex, Jharsuguda- D.G. equipped with one 125 K.V.A. D.G. & accessories. 50 No. of 2.0 TR Split type Air-conditioner. 04 No. of Lifts</p> <p>2. Old District Court Complex, Jharsuguda- D.G. equipped with one 05 K.V.A. D.G. & accessories. 08 No. of 2.0 TR Split type Air-conditioner</p> <p>3. Court Complex of NGN-Cum-J.M.F.C., Lakhanpur- D.G. equipped with one 10 K.V.A. D.G. & accessories.</p>
	<p>1. New District Court Complex, Jharsuguda- 1 No. submersible pumps of 1.5 H.P located outside & 1 nos. of Jocky pumps 15H.P & 01 nos. of hydrant pumps of capacity with electrical panel and other accessories.</p> <p>2. Old District Court Complex, Jharsuguda- 1 No. submersible pumps of 1.0 H.P with electrical panel and other accessories.</p> <p>3. Transit House, Jharsuguda – 10 Nos. of 1.5 ton AC, 1 No. submersible pump of 1.0 H.P with electrical panel and other accessories.</p> <p>4. Court Complex of NGN-Cum-J.M.F.C., Lakhanpur- 1 No. submersible pumps of 1.0 H.P with electrical panel and other accessories.</p>
Substation yard Area	-
Front Lawn & Plantation	New District Court Complex- 19,500 Sft. Old District Court Complex- 8,200 Sft.
Lawn Area with planter Boxes	
Signage Board	02 Nos.

Note:(i) Area variation is \pm 10%.

(ii) Firms are requested for site visit before submitting the Offer.

Annexure-B

Scope of Work

Annexure - B

Scope of Work

The detailed scope of services that the Firm would be contractually obliged to deliver has been detailed as per the following.

SCOPE OF WORK FOR THE FACILITY

A1 Broad Description of Facility Management

A1.1. This scope of work essentially indicates Operations & Maintenance 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/artifact set c. will be carried out as per benchmarked maintenance practices/OEM (Original Equipment Manufacturer) manuals/O&M Manuals of the equipments deployed/provided by the Contractor/Project Management Service Provider(PMSP).

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

A1.4. This document describes the work to be carried out under the Facility Management Services for and draws attention on 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;

- a. Operation and Maintenance of all Electrical & Mechanical Equipment
- b. Housekeeping services,
- c. Horticulture & Plantation,
- d. Waste Management,
- e. Pest control,

A2 Facility Management Services

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

a. Operation:

- i. Day today 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 Client 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 break down maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

ii. Preventive Maintenance is defined as

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

c. Management

- i. Co-ordination with Contractors for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.
- iii. Supervise, administer and certify works of Main Contractors/PMSP/ Vendors / Suppliers / Manufacturers / AMC agencies for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- iv. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.

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.

A3 Scope of Work

Unless it is explicitly restricted, the scope of work under the Contract for Facility Management Contract or 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 Preventive and breakdown maintenance. 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:

- i. Preserving the project, its equipment's and assets as per the satisfaction of the client
- ii. Day to day repairs/service of the facilities
- iii. AMC of all equipment's procured by the Client from time to time.
- iv. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- v. Prepare list of probable spare parts, Electrical and Mechanical items etc., coordinate and supervise for availability of these spares for items under AMC.
- vi. Annual Building Survey and prepare program for Repairs and submit action plan

- vii. In project facility area, replacement of required (including fixtures), light fixtures, chokes, capacitor, switch, regulator starters, ballasts etc. for common area and service, service rooms, sub-station and external lights.
- viii. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- ix. Ensure availability of Specialized Tools/Tackles required for operation and maintenance.

II. House-Keeping 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 house-keeping 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 safe keeping 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 amphitheatres, 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. Serve Room, Control Room etc. must be free from dust, static electricity and be left clinically clean. (to be done in presence of the officials concerned).
- 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 (1) 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.

II (2) Waste Management

- i. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- ii. FMS shall Collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Client.
- iii. FMS shall be responsible for arranging the transport and in consultation with Client, shall identify the area/frequency or garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- iv. Waste management methodology shall comply with the guidelines as laid down in applicable Waste Management Rules of Central / State Government and Local Authorities.
- v. Renovation Debris is to be stored at designated space at designated area
- vi. The FMS undertaking the renovation work would remove the debris when it a masses to a volume equivalent to a tempo load.

II. (2.4) General Pest Control

The FMS shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

i. Disinfestations Treatment

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc.

The FMS shall take the following control measures :

- a. Intensive /extensive spray with oil/water based chemicals.
 - b. Frequency :Fortnightly as per client schedule and need base
- ii. The treatment will be carried out all over the premises and surrounding areas inside and outside. The FMS shall take the following control measures:
 - a. Residual Spot Spraying
 - b. Fogging Operations
 - c. Mist Blowing
 - d. Frequency: Fortnightly as per client schedule and need base

II (2.9) Horticulture & Plantation

The FMS shall be responsible for ensuring proper maintenance and up keep of all horticulture works. Adequate equipment shall be maintained by FMS including grass cutting machine and other tools required or maintenance of horticulture areas. FMS shall grow seasonal plants and seasonal flowers as deemed fit by the Client to maintain the horticulture/landscape as per the satisfaction of client/end user. FMS shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Manures etc.

- Required seasonal plants, pots, insecticides, Pesticides, Fertilizers, Manures etc. procured by the Client from time to time.

The broad scope of work will be as follows:

The Agency has to perform the following activities :

- a) Daily watering
- b) Weed removing
- c) Trimming and pruning
- d) Soil mulching
- e) Lawn mowing
- f) Hedges and Shrubs cutting etc.
- g) Cleaning Garden areas
- h) Applying fertilizer or compost manure/vermin culture manure alternate month or as and when required.
- i) Applying pesticides and fungicide alternate month or as and when required.
- j) Maintenance of vermin compost pits
- k) Disposal of dry/fallen leaves.
- l) Seed collection and sowing.
- m) Rising of Nursery.
- n) Preparation and maintenance of Planting Materials.
- o) Operation of Tools, Machinery as required for the Garden.
- p) General maintenance of existing plants, Tools implements etc.

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 stake holders 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/Interior Contractor for rectifying of defects under the DLP period.
- viii. Assist the Client in payment of all utility bills,
- ix. Calculation of common area maintenance charges.
- x. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance.
- xi.FMS shall co-ordinate for 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.
- xii.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 up time 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

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

The FMS Daily services should be as follows:

(The premise must be ready for use by 09.00 A.M. every day in Day Court timings & by 07.00 AM every day in case of Morning Court Timings)

Sl. No	Service Level Requirement	Min Requirement	Non-Compliance 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 instrument 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, Exhibits & 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

1. 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

SW DRAIN AND SEWAGE SYSTEM				
1	Cleaning of Drain properly including removing of mud, soil etc.	1 Time /Week	1 Day	10,000 / Day
D- OTHERS				
1	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.
2	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, hanger lamps etc.	On alternate days	4 Days	300 / Day
3	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.
4	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
DRINKING WATER AREA /WATER PURIFIER INSTALLED AREA: (Twice a day, Penalty- 500 per day)				
HORTICULTURE WORK				
1	Manual watering	Whenever Required	Compulsory	1000 / Day
2	Replacement of damaged grass, trees and shrubs.	Whenever Required (to be done immediately)	Compulsory	1000 / Day

GARDEN UTILITY				
Sl. No.	Service Level Requirement	Schedule / Timing	Non-Compliance Limit	Penalty Rate (INR)
1	Dusting of each and every bench and dust bin.	2 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	Removal of water by manually-stacked rain water.	Every day before opening time	1 Day	5000/Day

2	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
BOUNDARY WALL				
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 (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 for facilitating complaint raising by end-users and enabling easy monitoring by the Client. Such facility shall be easily approachable and adequate signage should be provided to guide end-user so the complaint kiosk.

Annexure- C

Terms & Conditions

Annexure – C

Terms and Conditions

1. Nature of Services & Scope of Works

The Service Provider shall engage punctual, efficient and trust worthy personnel to render “Comprehensive operation and maintenance services of DISTRICT COURT COMPLEX, JHARSUGUDA, OLD DISTRICT COURT COMPLEX, JHARSUGUDA, TRANSIT HOUSE, JHARSUGUDA AND COURT COMPLEX OF NYAYADHIKARI-CUM-J.M.F.C., LAKHANPUR on day to day basis as described in Annexure- “A” & “B”.

2. Agreement Period

- 2.1 The Service Provider shall carry out the Scope of Work as per Annexure – B of Contract for a period of 2 (Two) years (“Contract Period”), on year-to-year basis at the sole discretion of authority District Judge, Jharsuguda, subject to annual assessment of the performance. This may be extended by another (1 year + 1 Year) = 2 (two) years on the same terms as above.
- 2.2 The Contract Period shall commence from the date of signing of the Agreement (the “Commencement Date”).
- 2.3 District Court, Jharsuguda shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, the Client will issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by the Client, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.

3. Payment

- 3.1 Services Bills shall be prepared & submitted by the Contractor/ Service Provider in 1st week of subsequent month for the service rendered for the previous month quantity of works / service shall be taken continuously & need not be connected with billing stage. System of 3 copies of bill & signed by both Contractor & employer shall be followed. The bill will be submitted by the Contractor on periodical basis, as the case may be.
- 3.2 Items of the work for which no rate or price has been entered in bill not be paid for by the employer & shall be deemed covered by other rates & prices in the contract
- 3.3 The Service Provider will submit the invoice to the Client in every month. The submission of the invoices shall be along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
 - a. Attendance record of the employees for the relevant month
 - b. The wages sheet of the employees for the relevant month
 - c. Bank statement for crediting the net wages amount to the individual bank account of the employees
 - d. EPF Deposit Challan copy of the month preceding the relevant month.
 - e. ESI Deposit Challan copy of the month preceding the relevant month

- f. GST deposit Challan of the month preceding the relevant month
- g. Any other documents required by the statutory authorities (Welfare/ Personnel and Finance)
- h. In addition to the above, GST as applicable will be paid to the Service Provider on gross monthly invoice amount subject to submission of required proof as per rule. The Service Provider shall raise the invoice as per GST Act and Rules.
- i. TDS at applicable rate under GST Act shall be deducted at the time of release of payment.
- j. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider mentioning the documentary evidence of such exemption is to be submitted for availing the exemption.

4. Place of work & Deployment of Personnel:

- (a) The place of work would be DISTRICT COURT COMPLEX, JHARSUGUDA, OLD DISTRICT COURT COMPLEX, JHARSUGUDA, TRANSIT HOUSE, JHARSUGUDA AND COURT COMPLEX OF NYAYADHIKARI-CUM-J.M.F.C., LAKHANPUR. The Firm shall deploy personnel for carrying out the services.
- (b) The personnel employed by the Firm shall be morally good and physically healthy to carry out the assignments to the utmost satisfaction and shall not be suffering from any chronic and contagious diseases.
- (c) The Firm shall ensure the personnel engaged for different services would be polite to each occupant and on event of any on towards situation; the matter would be brought to the knowledge of Officer-in-Charge.
- (d) The Firm shall provide the qualified uniformed staff to perform the services. The employees of the Firm entering the premises of DISTRICT COURT COMPLEX, JHARSUGUDA, OLD DISTRICT COURT COMPLEX, JHARSUGUDA, TRANSIT HOUSE, JHARSUGUDA AND COURT COMPLEX OF NYAYADHIKARI-CUM-J.M.F.C., LAKHANPUR shall have proper uniform & badges for **Identification**.
- (e) The Firm shall conduct periodic general medical check-up of its employees at its cost. In the event that any of the staff is found to be suffering from any communicable diseases, The Firm shall replace such staff immediately.
- (f) The Firm shall deploy its authorized representatives and adequate supervisors to be present at the place of work during all working hours to ensure satisfactory rendering services under this scope of works. The Firm shall further exercise due and adequate controls 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.
- (g) The Firm shall ensure that its employees while carrying out their obligations under this agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline.

(h) "Right man to for right job" shall be followed to avoid accidents at work. It shall be the duty of the facility manager and supervisor of the Firm to get the critical job done by employees competent enough to perform the particular task.

5. Authorized Representatives:

- a) Any notice or intimation by either to the other pursuant to this agreement shall be signed by authorized representatives of the party giving such notice/ termination.
- b) The Firm shall carry out instructions and act upon any guidelines in pursuance of the Agreement. If and only if they are given/ signed by an Officer-in-Charge/ Authorized representative of District COURT, whose names will be intimated from time to time.

6. Risk& Responsibility:

All risk or loss of or damage to physical property & of personal injury & death which arise during & in consequence of the performance of the contract other than the expected risk are the responsibility of the contractor. The contractor/ firm shall comply all the provision of prevailing labour laws during execution of work.

7. Statutory Compliance:

- a) The Firm 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 & obligation) act and all other applicable to labour enactment the Firm shall produce them as and when required.
- b) The Firm shall alone be responsible for complying with statutory and prescribed rules and regulation to obtain license, permissions, certificates, registrations for maintenance services. The Firm shall furnish with copies of all such license, certificates etc. as and when demanded.
- c) The Firm shall alone be responsible for the payments of wages and all other statutory payments /legal dues to its employees deployed under this Agreement. The Firm producing PF & ESI challan deposits of the payment receipt for the preceding month.
- d) In case of increase in minimum wages of labour by State Government, the basic differential cost of minimum wages for all categories skilled, unskilled, Semi-Skill and High Skill labour with considering other implication like DA, EPF, ESI, Bonus, Gratuity and Leave etc. only employer part will be reimburse to service provider by the authority on submission of categories labour deployment details and labour escalation financial break-up for the effective period to the client.
- e) In the event of the Firm fails to comply with any of the provisions of the statutes applicable to them and happens to incur any expenditure including but not limited to deferred any litigation or in compounding the default or in the part of the Firm in complying with the said provisions, the Firm shall indemnify to the extent of such expenditure and all other damages, losses as may estimated by Officer-in-Charge to the Firm or may take appropriate action to recover the same from the Firm such as

expenditure / expenses / claims as assessed by Officer-in-Charge will be realised from the bills payment to the contractor.

- f) The Firm shall provide First Aid facilities at the work place according to the contract labour (Regulation & Abolition) act 1970 and ESI Act 1948.

8. Confidentiality/Secrecy:

- c. The Firm, its supervisors, its employees and any one acting under it for the purpose of this agreement shall maintain strict confidentiality of the information's belonging to the Client that may have come into its / their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be diverted or disclosed to any third party under any circumstances whatsoever without obtaining prior written permission from the Client.
- d. The Firm shall not hold it out as associated with COURT in any manner other than for the purpose of rendering the services under this agreement.

9. Liability and Indemnity:

The Firm shall be responsible & liable for any or all indemnity and safe and harmless at all times against.

- (a) Any and all claims, liabilities, damages, losses, costs, charges, Expenses, proceeding & actions of any nature whatsoever made or institute against or caused to suffered 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 hereunder service act or omission by the Firm and / 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. Sub Contracting:

The Firm shall itself perform its obligation 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 authority.

11. Loss/ Theft/ Damage

The Firm shall be responsible for any and all losses, theft, damages, caused to any equipment installation, in premises, fitting and fixtures, good there in and any other properties belonging to Court because of any act of negligence, commission or omission of its employees while discharging their duties.

12. Breach of Agreement:

In case of breach of agreement by the Firm, authority shall have a right of lien over all the properties of the Firm lying in its premises in addition to other remedies like forfeiture of security deposit, legal action for recovery of money & authority shall be at liberty to terminate this Agreement.

13. Liquidated Damage:

- (a)** That in case of mishap due to wrong operation or manual error, which results disruption of services, the total cost of down time along with equipment repair cost shall be borne by the Firm to maximum of 50% of the monthly bill against the services not provided by them.
- (b)** A quality check procedure shall be developed by authority against each services and feedback from the Occupants/ beneficiary shall be obtained for assessment of performance of the services rendered by the Firm at Court.
- (c)** Where there in non-performance of satisfactory performance of its obligation in the part of the Firm, authority shall give a written notice of the default and the Firm shall make rectify within 3 (three) days from the date of such notice.
- (d)** For quality check and for Operation and Maintenance, the formats, Check list are to be maintained as prescribed by authority. In addition to it further formats shall be included against each service for improvement of Scope of work at any time.
- (e)** It is agreed that authority shall have the right to deduct from the monthly bill of the Firm on non-performance of services an amount of 100% of individual services listed in Annexure "E" for each instant of non performance without implementing corrective action even after intimation from authority subject to limiting to 30% of total monthly bill. Where in spite of these efforts there is continuance of non-performance or improper performance of obligation, authority shall have the right to terminate the contract henceforth without any notice to the Firm & Forfeiture of EMD.
- (f)** Without prejudice to the above, authority shall at its sole and absolute discretion, be entitled to terminate this agreement by written notice and without any payment or compensation whatsoever if.

14. Security Deposit:

- a) The selected firm will be required to deposit PBG Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 03% of the Annual Contract Value or monthly quoted value before GST asper the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of "District Judge, Jharsuguda".
- b) The performance security submitted shall be valid for a period of 2 Years and 3 months from the date of effectiveness of the contract. The authenticity of the PBG will be get properly verified by the Client from the local branch of the issuing bank prior to execution of the contract.
- c) **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 30 days after completion of Contract.

15. Force Measure:

Authority shall not be responsible for any damage caused to the Firm by natural calamities like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc.

• **Post Termination Responsibility of the Firm:**

Upon termination of this agreement, the firm shall immediately deliver all the documents and any/ all data, plant, machineries & equipment held by it and which are in possession / custody / control of its facility Staff, to the authority. The firm shall also forthwith remove all its facility Staff together with its machines / equipment whatsoever from the premises of the Court Complexes.

16. Agreement Authority:

Agreement shall be drawn by the Authorized person of District Court, Jharsuguda.

17. Paying Officer :

Payment will be made by the Authorized person of District Court, Jharsuguda.

18. Limitation of Liability: - In any case the liability of the Service provider shall not exceed Rs. 5 million or monthly billing value before GST per occurrence.

19. Exclusion of Consequential Loss:- Shall include the Loss of business, profit & Good will, either party will not be liable for any consequential loss that may arise out of the performance of this (CFMS).

20. Jurisdiction:

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

Draft Contract

CONTRACT

[NAME OF THE SERVICE]

BETWEEN

[CLIENT]

AND

[AGENCY FOR UP-KEEPING, CLEANING AND MAINTENANCE AND ELECTRICAL SERVICES PROVIDER]

1. DT.

[On Stamp Paper]

FORM OF AGREEMENT

This **CONTRACT** is made on the _____ between, _____ (Hereinafter called as the “**Client**”) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part**

2. **AND**

_____, **registered** under _____ with its principal place of business at _____ (Hereinafter called the “**Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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**

_____ (The principal) issued RFP vide Letter No. _____ Dated _____ to **Agency For Up-Keeping, Cleaning And Maintenance and Electrical Services Provider** for execution of [Name of the Service] and the **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No. _____ Dated _____

• **AND**

WHEREAS above stated offer and willingness conveyed under Letter dated _____ by the **Agency For Up-Keeping, Cleaning & Maintenance And electrical Services Provider** has been duly accepted by the Client vide its Letter No. _____

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for execution

and completion of facility related services subject to the fulfillment of the terms and conditions.

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

• **Scope of Work:**

The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Annexure-A**.

• **Agreement Period:**

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

• **Contract Value:**

- The total contract value is _____ [in words] only per Year for the period of contract except GST (as applicable) etc. pertaining to the [Name of the Service] as per the approved scope of work at Annexure-A. The list of Equipment to be used to render the service is at Annexure-B. In case of increase in minimum wages of labour by Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi-skilled and high skilled labour together with ancillary implication like EPF, ESI etc., will be paid extra.
- No other terms and conditions put forth by **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 2.14.1 along with A 5.1 stipulations of the RFP and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

• **Terms of Payment:**

- [Name of the Department/Heads of Department/Other Office] will make payment on the basis of monthly bills furnished' by the **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 10 days from the date of submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the RFP and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

• **Security Deposit:**

The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall have to deposit an amount of @10% of the Annual contract value in shape of Performance Bank Guarantee in favour of [_____]. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

Schedule for the Service:

The schedule for the service will be provided by the **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** as per the agreed terms and conditions

between the parties. The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall deploy number of personnel for carrying out the services as described in **Annexure-C**.

- **Authorized Representative:**

- Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- The **Agency For Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

- **Risk & Responsibility:**

- The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall without limiting to its obligations and responsibilities will ensure and keep insured its personnel so deployed at [Insert Name of the Location] against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider**. In the event the client is made liable to pay any damage or compensation in respect of such employees the **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall reimburse such damages or compensation on demand.
- 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.
- The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider** shall provide qualified uniformed staff to perform the services. The employees of **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.
- The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.
- The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.

- The **Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.
- “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 Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- The Service Provider should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorized officer from time to time.
- **Statutory Compliances:**
 - The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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 Agency For Up-Keeping, Cleaning & Maintenance And Electrical Services Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
 - The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.
 - The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the client only upon the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
 - The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider shall provide First Aid facilities at the work place according to applicable laws.

- In the event of the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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 Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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 Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

- **Liability and Indemnity:**

The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider shall be responsible and liable for and shall indemnify the client and keep [Insert Name of the Location], safe and harmless at all time against:

- 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.

21. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider or its facility staff.

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

- **Limitation of Liability:**

In any case the liability of the service provider shall not exceed _____per occurrence.

- **Sub-Contracting:**

The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.

- **Loss/ Theft / Damage:**

The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.

- **Exclusion of Consequential Loss:**

The Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

- **Breach of Agreement, Penalty & Termination of Agreement:**

- **Breach** **of** **Agreement:**

In case of breach of Agreement or default by the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider, the client shall have a right of lien and first charge over all the properties of the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.

- **Penalty:**

- c) The in case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider.
- d) 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 Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider.
- e) Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider, the client shall give a written notice of the default and or omission or commission and the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider shall submit its response within 7 (seven) days from the date of issue of such notice.
- f) 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 Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

- **Termination of Agreement:**

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the client shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly, the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services 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.

- **Force Majeure:**

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

- **Post Termination Responsibility of the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider:** Upon termination of this agreement, the Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider shall immediately deliver all the documents and any/all data, plant, machineries & equipment held by it and which are in possession/ custody/control of its facility staff to the client. Agency For Up-Keeping, Cleaning

& Maintenance and Electrical Services 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.

- **Jurisdiction:**

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

- 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 utilized for the purpose

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

Annexure- D: Payment Term

Signature of Authorized Representative

(Client) (Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider)

Witnesses:

On behalf of Client

- 1.
- 2.

On behalf of Agency for Up-Keeping, Cleaning & Maintenance and Electrical Services Provider

- 1.
- 2.

Annexure- D

Details of Manpower Engagement

Annexure- D

MANPOWER TO BE ENGAGED FOR NEW DISTRICT COURT COMPLEX, JHARSUGUDA, OLD DISTRICT COURT COMPLEX, JHARSUGUDA, TRANSIT HOUSE, JHARSUGUDA AND COURT COMPLEX OF NYAYADHIKARI-CUM-J.M.F.C., LAKHANPUR					
Category of staff	Category	Morning 06.00 – 14.00	Afternoon 14.00- 22.00	Night 22.00-06.00	General 09-17.00
Managerial Staff	Above Labour Categories				
Supervisory Staff	High-Skilled				
Garden Staff	Un-Skilled				

House Keeping Staff	Un-Skilled				
Electrical / Mechanical operation & maintenance support for lifts, generators, air conditioning, pump sets, fire fighting systems, EPABX,CCTV,UPS& Audio & Video System etc.	Skilled				
Carpentry, painting & polishing etc.	Skilled				
Water Management, Plumbing & Sewerage system	Skilled				
Other (Please Specify)	-	-	-	-	-
Sub-Total					

Note:

- i. Basic wages indicated above are as per the rates published vide Notification – 2278/ dt.13.03.2024 by Office of the Labour & ESI Department, Govt. of Odisha and Resolution No.2348/LESI Dtd.14.03.2024 w.e.f. 15.03.2024.
 - ii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
 - iii. The strength of services personnel may vary (i.e., increase / decrease) and subject to requirement of the client.
 - iv. Applicable Income Tax and GST shall be deducted at source.
 - v. The Client shall pay consolidated monthly payments. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.
- 1.2 The Service Provider shall maintain proper records of his employees' attendance. EPF deposit proof, ESI deposit proof shall be submitted along with invoice.
 - 1.3 The salary of all employees deployed at the Court Complexes, Jharsuguda shall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to District Court, Jharsuguda. No cash payment is allowed.
 - 1.4 The Service Provider will keep the Client indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.

- 1.5 The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 1.6 The Service Provider shall ensure that the CFMS of Court at Jharsuguda rendered uninterruptedly. The same shall not be affected by any kind of strike, rally, bandh or dharana or protest staged by any stakeholder during the contract period.
- 1.7 The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the Service Provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF and ESI contribution (wherever applicable) should be in individual name of facility management personnel.
- 1.8 The Service Provider will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the personnel have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 1.9 The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.
- 1.10 Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable), etc. shall be to the account of District Court Jharsuguda.

Annexure- E

Financial Proposal Submission Form & Detail Break Up for the Financial Offer

**Financial Proposal
Financial Proposal Submission Form**

(On the letter head of the Bidder)

[Location,Date]

[To be Inserted]

**Name of the Designated Officer
Complete Address of the Tender Inviting Client**

Sub: Selection of Agency for Providing Comprehensive Facility Management Service at [Insert Location]

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for **providing Comprehensive Facility Management Services at [Insert Location]**, 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. GST will be paid as per prevailing applicable rates.*
- 2. All payments to the service provider will be subjected to deduction of taxes at source as per applicable laws.*

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

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of Signatory :

Name of Bidder :

Complete Address :

Form F2: Financial Bid

Sl. No.	Item	Description	Unit	Financial Bid (INR) for first year of the contract
1	Outsourcing Agency at [Insert Name of the Office / Location]	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 Management Cost for 1st year (as provided by the bidder in S.No: 1 in the above table) payable to Outsourcing Agency Service Provider. Conditional price bid will be outrightly rejected.

1 This RFP is for providing outsourcing services as per the Service Level Requirements. The manpower indicated by the Client in this RFP is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except fuel) etc. required for providing the services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid.

2 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:

Detail Break Up for the Financial Offer

Sl. No.	Description of Item	Quantity	For One Year		
			Unit Price (Per month) (INR)	Total Price (Per Month) (INR)	Total Price (Per Year) (INR)
1.	Support Manpower Resources in different service areas				
(a)	Managerial Staff				
(b)	Supervisory Staff				
(c)	Landscaping				
(d)	House Keeping Staff				
(e)	Toilet Cleaning Staff				
(f)	Electrical / Mechanical operation & maintenance support for lifts, generators, air conditioning, pump sets, fire fighting systems, EPABX, CCTV, UPS & Audio & Video System etc.				
(g)	Carpentry, painting & polishing etc.				
(h)	Water Management, Plumbing & Sewerage system				
2.	Facade Cleaning	Lump sum			
3.	House keeping minor tools and consumables like Soap / Detergents / Cleaning materials etc.	Lump sum			
4.	Pesticides/ Termite sides/ Garden manures/Seeds/supplying plants etc.	Lump sum			
5.	Pest Control	Lump sum			
6.	Hiring Charges of Technical Tools	Lump sum			
7.	Hiring Charges of Garden Tools	Lump sum			
8.	Hiring Charges of Cleaning Machineries like floor Scrubbing machine, Vacuum Machine and water jet etc.	Lump sum			
9.	Service Charges (----%) sl. no # 1 to 8	(--%)			
10.	Others(Please Specify)				
Total Costs for 1 (One Year)					
In Words :-					

4. The bidder is requested to quote any unforeseen item, which has not been included in the above list.
5. The rates quoted shall be inclusive of all taxes excluding GST as applicable.

Form of Bid-Security Declaration

<Letter head of the bidder>

<Date> Bid No.:

To

The District Judge, Jharsuguda

We, the undersigned, declare that:

- g)** We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
- h)** 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 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
- Have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
 - 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,
- e.** Failure of use to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
- f.** Fail to agree to the decisions of the contract negotiation meeting or
- g.** Failure, refuse to execute the Contract.
- i)** 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 (ii) 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 _____

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

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

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

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

1. Technical Tools

Sr. No.	Name of Tools	Sr. No.	Name of Tools
1	Megger (0-500volts)	2	Gloves (Electrical)(HT/LT.)
3	Multi-Meter(digital)–Texas Instruments/Fluke	4	Grease gun (heavy Duty)
5	Tong tester/Clamp Meter(Digital)	6	Chisel Small & Big (heavy duty)
7	Thermometer Digital	8	Safety Goggles
9	Air Blower(Hot)	10	NosePliers9"
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic
13	Crimping Tools	14	ParrotWrench10"
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-5mtrs
23	Screw Driver Set	24	Pipewrench18"
25	Screw Driver Set	26	Bearing Puller
27	Screw Driver8"/12"	28	Box Spanner Set
29	PipeWrench12"/10"/8"(set1ofeach)	30	Bench Wise 6"
31	Line Tester	32	Hack saw Frame
33	D-Spanner Set	34	Tool Bag
35	Ring Spanner Set	36	Screw wrench
37	Hammer1/2lbs.,1 lbs,11/2lbs	38	All Electrical/ Carpentry/ Plumbing works related Tools

2. House Keeping Tools/Equipments

Sr. No.	Name of Tools
1	Commercial vacuum cleaner
2	High pressure water jet cleaning machine
3	Floor scrubber/polishing machine
4	Motorized Grass cutter

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

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 are as follows:

Sl. No.	Name of the items	Brand No.	Approximate quantity
1	Cleaning powder	Vim ultra	
2	White phenyl	Cleanzo	
3	Liquid soap (hand wash)	Dettol	
4	Sanitary cube (400gm/packet)	Homacol	
5	Naphthalene balls	Premium quality	
6	Floor duster	Premium quality	
7	White duster	Premium quality	
8	Yellow duster	Premium quality	
9	Phool jhadu	Sagar/ Premium quality	
10	Coconut jhadu	Premium quality	
11	Glass cleaner (500/bottle)	Colin	
12	Disinfectant toilet cleaner	Harpic/ Domex	
13	Toilet roll	Wintex/ Premium quality	
14	Air freshener for toilet	Odonil	
15	Scotch brite	Premium quality	
16	Garbage bag-small	Premium quality	
17	Garbage bag-big	Premium quality	
18	Detergent powder	Fena	
19	Brasso (big bottle)	Premium quality	
20	Wiper	Premium quality	
21	Toilet brush	Premium quality	
22	Nylon hand brush	Premium quality	
23	Dust collecting pan	Premium quality	
24	Bleaching powder	-----	
25	Hand gloves	Premium quality	
26	Choke remover	-----	
27	Dry mop	Premium quality	
28	Fur brush	Premium quality	
29	Liquid soap (floor cleaner)	R-7	
30	Cockroach repellent	Baygon/Hit	
31	Room freshener	Air wick/ Premium quality	
32	Bucket (for use by staff for floor cleaning)	Premium quality	
33	Toilet soap (around 10 gm)	Medimix/mysore sandal/ Premium quality	
34	Floor Cleaner	Taski R7	
35	Fena	Detergent Powder	

N.B. The materials on arrival at Court in each month must be presented before any authorised officer before those are stored by the sanitary supervisor/worker.

List of machines to be provided by the contractor round the clock.

SI No.	Equipment	As per requirement
1	Single disc scrubbing machine with buffing pad	
2	Wet and dry vacuum cleaner	
3	Wet and cry garbage trolley with cover	
4	Floor polishing machine	
5	Ladder Small & Large	
6	Any other equipment necessary	

Authorized Signature
[In full and initials]

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

Sd/-

District Judge, Jharsuguda.