

BID IDENTIFICATION NO.: CE-Bldg-I-27/2026-27

REQUEST FOR PROPOSAL



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

**COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW
BUILDING OF ORISSA HIGH COURT AT CUTTACK**

**GOVERNMENT OF ODISHA
O/o The Chief Engineer (Buildings)-I
Nirman Soudha, Unit-V, Bhubaneswar
Pin-751001**

Disclaimer and Confidentiality

This Request for Proposal (RFP) Document has been prepared by Office of The Chief Engineer, Buildings , Unit-5, Nirman Soudha, Power House Square, Bhubaneswar (herein referred to as CLIENT) solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Client.

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

suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

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

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to “**CLIENT**” by third parties have not been independently verified by “**CLIENT**”. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. “**CLIENT**”, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

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assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

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

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

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

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

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**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, UNIT-V, BHUBANESWAR**

File No-B-III-Works-31/2021

Lr. No.-24919

Bhubaneswar, the

10th July, 2026

REQUEST FOR PROPOSAL

RFP Identification No.: CE-Bldg-I-27/2026-27

1.	The Chief Engineer, Buildings-I, Odisha invites proposal through online mode for the works, (1)“ COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS) AT NIRMAN SOUDHA (OLD AND NEW BUILDING), BHUBANESWAR ” & (2) “ COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK . The tender document can be downloaded from the website: www.tenderodisha.gov.in		
2.	Nature of work	:	Operation and Maintenance Services
3.	No. of work	:	02 Nos.
4.	Bid Cost. (Online)	:	₹10,000/- (Each)
5.	Availability of Bid Documents in the website	:	From dt.20.07.2026 to 17.00 Hours of dt.10.08.2026 in www.tendersodisha.gov.in (online mode only)
6.	Date of Pre-bid meeting	:	30.07.2026 at 11.30 A.M.
7.	Date of Opening of Bid	:	11.08.2026 at 11.30 A.M.
8.	The Bidders have to participate in ONLINE bidding only. Further details can be seen from the website : www.tendersodisha.gov.in . Any addendum / corrigendum / cancellation of tender can be seen in the said website only.		

Sd/-

**Chief Engineer, Buildings-I, Odisha,
Bhubaneswar**

Memo No. 24920

Dt.10-07-2026

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Govt., I. & P.R. Dept., Odisha, Bhubaneswar, with a request to get the Request for Proposal (RFP) published in one no of leading Odia Daily and one no of National English Daily (All editions) Newspapers at an early date for wide circulation.

Since, the date of receipt of bids starts from Dt.20.07.2026, it is requested that the “Request for Proposal (RFP)” may be published on or before dt.15.07.2026

Complimentary copies of the Newspapers containing Request for Proposal (RFP) may please be sent to this office for reference and record.

Encl :C.D. containing the IFB : 1 no

Sd/-

**Chief Engineer, Buildings-I, Odisha,
Bhubaneswar**



**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, UNIT-V, BHUBANESWAR**

Invitation for Bids

Bid Identification No CE-Bldg-I-27/2026-27

Chief Engineer (Buildings)-I, Odisha, Nirman Soudha, Bhubaneswar, Unit-V, 751001 (**“CLIENT”**), invites sealed proposal from all interested Bidder/s for **“COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK”** at **NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK**.

A. Indicative Scope :

The Broad Scope of services required through this RFP, shall be inter-aliaas indicated briefed below:

- a. House-keeping and cleaning services,
- b. Operation and Maintenance of all Electrical & Mechanical Equipment
- c. Parking Management,
- d. Maintenance of DG sets, water pumps, lifts etc.
- e. Help Desk
- f. Watch and ward services
- g. Co-ordination with other service providers
- h. Water Management, plumbing and sewerage system
- i. Reporting and complaint management

A. Contract Period :03 years

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

C. Earnest Money Deposit (INR): 6,00,000/-

The RFP document can be downloaded from www.tendersodisha.gov.in. To clarify the queries of the Bidder/s, a pre-bid meeting is scheduled to be held on the Conference Hall of Chief Engineer (Buildings)-I, Odisha, Nirman Soudha at **11.30 AM on Dt.30.07.2026**. Duly completed proposal along with other prerequisites documents in support of eligibility criteria and the required information as per formats should be submitted online. For details please refer the RFP Documents.

B.Critical Date Sheet:

1	RFP Issue Date	(20.07.2026)
2	Last Date and Time for Submission of Pre-Bid queries through email	(30.07.2026)
3	Pre-Bid Meeting Date and Time	(30.07.2026)
4	Upload of Pre-Bid Clarification Date and Time	(03.08.2026)
5	Last Date and Time of Submission of Bid	(10.08.2026)
6	Technical Bid Opening Date and Time	(11.08.2026)
7	Financial Bid Opening Date and Time	To be declared

B. Contact Person :

- Employer: Chief Engineer (Buildings-I), Odisha
- O/o. the E.I.C. (Civil-cum-Roads), Odisha, Bhubaneswar
- E-mail- cebuildings_orissa@yahoo.co.in, cebuildings@rediffmail.com
- Contact Person : Additional Chief Engineer (Buildings-I), Odisha
- Contact No.- 8455966949, 9437833778

Bidder Data Sheet

Sl. No.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK
2.	Broad scope of services	The Broad Scope of services required under through this RFP shall be inter-alia as briefed below : • Operation and Maintenance of all Electrical & Mechanical Equipment • Housekeeping and Help Desk Services • Façade Cleaning Services (Inside & Outside) • Housekeeping (Entrance & Corridors, external features, fire exits and stairwells, Basement, D.G.Room, Pump House, security Room, Parking Area, Cable trenches & Catchments drains, Pest Control etc.) • Cleaning of Toilets, bathroom fixtures (Attached to rooms,if any and in lobby/Service area • Cleaning of Fixtures, fittings and furniture (all areas including offices) • Waste Management (Garbage collection / Disposal) • Garden & Lawn Maintenance • Stand by DG, DG sets Associated panel boards & HSD Storage Facilities Maintenance. • HVAC, Air conditioning & its accessories & AHU'S Maintenance. • Control of Fire Hazards: Fire Services. • Lifts (Vertical Movement), Operation and Upkeep of Lifts. • Electrical Works – Minor Repair & Checkup, Electrical Systems (HT & LT), Electrical fixtures and appliances. • Management Services
3.	Contract Period	The Contract shall be for a period of 03 years (i.e 36 Months).
4.	Method of Selection	Quality & Cost Based Selection (QCBS)
5.	Bid Processing Fee	Rs.10,000/- (Ten Thousand Only) Payable online

Sl. No.	DESCRIPTION	
6.	Submission of Proposal	Bidder/s shall be required to submit their Proposal online as per instructions in the RFP Document on or before the end date and time for proposal submission i.e. 10.08.2026, 05.30 PM
7.	Issue of RFP	20.07.2026
8.	Downloading of RFP Documents	Bidders can download the complete RFP Document from the website of www.tendersodisha.gov.in
9.	Pre-Bid Meeting	Date:30.07.2026 Time:11.30 AM Venue: Conference Hall of Chief Engineer (Buildings) Contact Person: Additional Chief Engineer (Buildings-I), Odisha Contact Number: 8455966949 Contact Person: Superintending Engineer (Civil), O/o EIC (Civil-Cum-Roads) Contact Number: 9437833778 <i>Bidders may confirm their participation in the pre-bid meeting by sending their queries in respect to the RFP Document as per the prescribed format to the email at cebuildings_orissa@yahoo.co.in by the deadline as specified in the RFP Document.</i>
10.	Last date and time of sending	Date: 10.08.2026
11.	Client's response to queries	Date: 03.08.2026 Response to all the queries shall be uploaded on the website: www.tendersodisha.gov.in without reference to the name of the bidder.
12.	Last date and time of Submission of Bid (Bid Due Date)	Date: 10.08.2026 Time:05.00 PM <i>Bidders are requested to refer Clause 1.4 for details.</i>

Sl. No.	DESCRIPTION	
13.	Date of opening of Technical Bid	Date: 11.08.2026 Time: 11.30 AM The Technical Bids shall be opened online <i>Bidders are requested to refer Clause 1.6</i>
14.	Date of opening of Financial Proposal	Date: to be communicated later <i>Bidders are requested to refer Clause 1.6</i>
15.	Letter of Award (LoA) to	<i>Within 7 days from the date of issue of award notice.</i>
16.	Site Visit	Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of bid preparation. The details of the authorised person, who is to be contacted, provide guidance for facilitating for the purpose are given below : Contact Person: Additional Chief Engineer (Buildings-I), Odisha Contact Number: 8455966949 Contact Person: Superintending Engineer (Civil), O/o EIC (Civil-Cum-Roads) Contact Number: 9437833778
17.	Scope of work, Obligations of Agency and Client, for the assignment:	As detailed in Schedule of Requirements (Section 3 and Form T8)
18.	Selection	As detailed in clause 1.3.1
19.	Earnest Money Deposit (EMD)	Rs. 6,00,000.00

Sl. No.	DESCRIPTION	
20.	Performance Security	Selected bidder must submit Performance Security of the amount equivalent to 10% of the yearly Contract Value <i>Bidders are requested to refer Clause 1.11 for details</i>
21.	Validity of Proposal	Proposals must remain valid for One Hundred Twenty (120) days after the submission date <i>Bidders are requested to refer Clause 1.14 for details</i>
22.	Language(s) of the submitted	English (Proposals submitted in languages other than English will not be considered as valid)
23.	Bidder to state financial	Indian Rupees (INR)
24.	Taxes	As per Clause no 1.2.9
25.	Selection Criteria for Pre-Qualification (eligibility)	<i>Bidders are requested to refer Clause 1.2.4 for detail</i>
26.	Evaluation Criteria	<i>Bidders are requested to refer Clause 1.7</i>
27.	Annual Comprehensive Facility Management Cost	Cost of the financial bid for the first year quoted by the bidder selected on the basis of Quality & Cost Based Selection (QCBS) Payments for the Annual Comprehensive Facility Management Cost shall be made by the Client on equal monthly installments basis during contract period. Annual enhancement of cost will be applicable as per clause 1.10.3 of this RFP.
28.	Signing of Service Agreement (SA)	Within 15 (Fifteen) days from the date of issue of LOA

Sl. No.	DESCRIPTION	
29.	Mobilization Period and Commencement of Service:	15 days from the signing of Service Agreement (SA)

Section-1

Instruction to bidders

1.1 Project Introduction

Details of New Building of Orissa High Court ,Cuttack

The area break up as follows: -

The details as follows:	
Total Super built-up Area	1,68,000 Sft.
Total Carpet Area	1,08,000 Sft.
Common Area	40,500 Sft.
Basement Parking	19,237 Sft.
Structural Glazing	7000 Sft.
Aluminium Composite Panel	
Aluminium Windows	
Drinking Water Sump	100000 Ltrs. Capacity
Over Head Tank for drinking water	50000 Ltrs. Capacity
Over Head Tank for fire fighting	20000 Ltrs. Capacity
Fire Hydrant Sump	200000 Ltrs. Capacity
<u>Number of Toilets : -</u> Toilets	75Nos. having Nonglazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<u>Type of Flooring</u> - Vitrified - Dado Vitrified - Wall cladding of Judge and Common corridor Granite & wooden cladding - Conference Halls having vitrified flooring & portico flooring anti skid tiles - Pavement cement concrete & blocks	
D.G. equipped with 02 nos	

750 K.V.A.each D.G & accessories	
Pump House with a Mazomanie floor equipped with 2 nos centrifugal pumps 15 H.P each & 2 nos of submersible pumps of 7.5 H.P each located outside & 1 no of Jocky pumps 15 H.P & 1 no of hydrant pump sofcapacity 100 H.P 125 HP Disel engine couple pump with electrical panel and other accessories.	
Substation(2nos 1250 KVA Transformer) yard area	1016 Sft.
Front Lawn & plantation	
Lawn area with planter boxes	
Signage board	04 of GI sheet Box with internal illumination with letter size 1200mm.
Centralized A/C systems of capacity 270 TR 02 nos & 400 TR 1 nos Chiller plants & 16 nos of AHU in different floors & 3 nos of cooling towers (located roof top) and 3.0 TR split type Air conditioner with fan coil unit 60 nos.	940 TRA Chiller plants with accessories.

Note: (i) Area variation is ± 10 %.

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

1.2 General

1.2.1 Scope of Tender

1.2.1.1 Office of The Chief Engineer (Buildings)-I, Odisha, Bhubaneswar-751001 (hereinafter referred to as “**The Client**”) invites sealed bids from the eligible bidders for providing “**COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK**”

1.2.1.2 The successful bidder will be expected to provide the comprehensive facility management services for the intended period specified in the Bidder Data Sheet. **Please refer Form T- 6 for scope of work for the proposed services.**

1.2.1.3 The successful bidder shall become Facility Management Service Provider (FMS) on completion of contract signing formalities.

1.2.1.4 The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.

1.2.2 Client

1.2.2.1 For the purpose of this RFP, Client shall mean **Office of The Chief Engineer (Buildings)-I, Odisha, Bhubaneswar-751001** for proposed service.

1.2.3 Reporting Officer

1.2.3.1

Contact Person: Additional Chief Engineer (Buildings-I), Odisha

Contact Number: 8455966949

Contact Person: Superintending Engineer (Civil), O/o EIC (Civil-Cum-Roads)

Contact Number: 9437833778

1.2.4 Eligibility Criteria

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

Criteria	Description	Required Supporting Document
Technical Criteria		
A.	Bidder must be a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or a Proprietorship firm registered under relevant act / laws.	Copy of Certificates of Incorporation /Registration issued by the competent Client

Criteria	Description	Required Supporting Document
B.	Experience of having successfully completed / executed similar works during last 5 years ending 31.03.2026 should be either of the following. i) Three similar completed works with each contract period not more than 36 months, costing not less than the amount equal to Rs. 3,60,0000- Excluding GST. Or ii) Two similar completed works with each contract period not more than 36 months , costing not less than the amount equal to Rs. 4,50,00000- Excluding GST. Or iii) One similar completed work with contract period not more than 36 months, costing not less than the amount equal to Rs. 9.00,00,000/- Excluding GST. Note: a. Experience in “ Comprehensive Facility Management Services” shall mean services related to following in a single tender: Cleaning & sweeping, garbage collection, waste management , horticulture , pest control, Garden & Parking Maintenance Electrical, mechanical, GPH, Civil maintenance, watch and ward, parking management, Security Services . b. Experience in only supplying manpower will not be considered as “Comprehensive Facility Management Services (CFMS)” c. Eligible Projects for the purpose of	Copies of supporting work order /work completion certificate issued by respective authorities. (Form-T4)

Criteria	Description	Required Supporting Document
	evaluation shall mean following projects : Similar works executed for Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes /Luxury Hotels/ Resorts/Institutional Campus/Corporate House/Hospitals etc. d. The bidder has to produce work order/ contract/ Agreement document in support of his experience in CFMS work	
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and 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 (latest challan return field under GST)
D.	The bidder must not have been blacklisted or debarred in respect of any project by any Central or State Government Ministry, Department, Office, or any Public Sector Undertaking (PSU) as on the date of submission of the proposal.	The bidder shall furnish an undertaking, on its letterhead, regarding non-blacklisting/debarment in the prescribed Form T-5.
E.	The registered Office / branch office of the Service Provider must be located in Odisha.	Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise) or Affidavit to the effect to establish an office in Odisha before signing the agreement, if awarded. (Form-T2)

Criteria	Description	Required Supporting Document
F.	The Bidder should have a minimum strength of 1000 workers under its payroll- EPF return for last 3 months to be furnished.	• Copy of latest Electronic Challan Cum Return of EPF to be enclosed. • Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt
Financial Capability Criteria		
G.	Bidder should have the average financial turnover of not less than Rs. 75,00,00,000.00 (Rupees Seventy-five Crores) and should have a positive net worth for last Five (5) financial years ending 31.03.2026 for providing similar type of service as per the scope of work. Excluding GST	Duly certified copy from the auditor/chartered accountant has to be provided along with Balance Sheet and Profit & Loss Statement certifying Organizations turnover during last Five financial years [2021-22 TO 2025-26]. (Form-T6)
H.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service Provider	The bidder shall furnish an undertaking, on its letterhead to this effect.
I.	Quality Standards / Certifications for the Service	ISO 9001-2015 and 14001 – 2015 (relating to Facility Management Services covering soft facility management services, technical services and waste management)

NB :

- (i) **Similar works Experience in** “ Comprehensive Facility Management Services” shall mean operation and maintenance services taken up in a single tender including housekeeping, Cleaning & sweeping, garbage collection, waste management , horticulture , pest control, Garden & Parking Maintenance Electrical, mechanical, GPH, Civil maintenance, watch and ward, parking management, Security Services
- (ii) Experience in only supplying manpower will not be considered as “Comprehensive Facility Management Services (CFMS
- (iii) Eligible **Projects** for the purpose of evaluation shall mean following projects : Similar works executed for Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes /Luxury Hotels/ Resorts/Institutional Campus/Corporate House/Hospitals etc.
- (iv) The bidder has to produce work order/ contract/ Agreement document in support of his experience in CFMS work

1.2.5 Technical Evaluation

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

Sl. No.	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
1	Past experience of the Bidder		40
1.1	Experience of Bidder (in	20	
	Number of years in business from the date of incorporation):	i) > 5 to <7 years	10
		ii) >7 to < 10 years	15
		iii) > 10 years	20
1.2	Experience of having successfully completed / executed similar works	20	

Sl. No.	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
	during last 5 years ending 31.03.2026 should be either of the following.	i) 60% marks for minimum eligibility	12
	i) Three similar completed works with each contract period not more than 36 months, costing not less than the amount equal to Rs. 3,60,0000- Excluding GST. Or ii) Two similar completed works with each contract period not more than 36 months , costing not less than the amount equal to Rs. 4,50,00000- Excluding GST. Or iii) One similar completed work with contract period not more than 36 months, costing not less than the amount equal to Rs. 9.00,00,000/- Excluding GST. Note: a. Experience in “ Comprehensive Facility Management Services” shall mean services related to following in a single tender: Cleaning & sweeping, garbage collection, waste management , horticulture , pest control, Garden & Parking Maintenance Electrical, mechanical, GPH, Civil maintenance, watch and ward, parking management, Security Services . b. Experience in only supplying manpower will not be considered as “Comprehensive Facility Management	ii) 100% marks for twice the minimum eligibility Criteria or more	(Maximum = 20 Marks)

Sl. No.	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
	Services (CFMS)” c. Eligible Projects for the purpose of evaluation shall mean following projects : Similar works executed for Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes /Luxury Hotels/ Resorts/Institutional Campus/Corporate House/Hospitals etc. d. The bidder has to produce work order/ contract/ Agreement document in support of his experience in CFMS work		
2	Financial strength of the bidder: Average Annual financial turnover should be of Rs.75,00,00,000.00 during the last five financial years, as on [31.03.2026]	Bidders having (i) 60% marks for minimum eligibility (ii) 100% marks for twice the minimum eligibility Criteria or more	10
3	The Bidder should have a minimum strength of 1000 workers under its payroll- EPF return for last 3 months to	60% marks for minimum eligibility	10

Sl. No.	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
	be furnished.	100% marks for twice the minimum eligibility Criteria or more	
4	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, Innovation and proposed technical manpower to be deployed for the purpose	10
5	Quality Standards / Certifications for the Service as mentioned in clause 1.2.4 I	ISO 9001 (relating to Facility Management services) & ISO 45001, 14001-2015 Certifications	10
6	Technical Presentation i. Approach & Methodology, Work plan, quality control mechanism – 10 marks		20

Sl. No.	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
	ii. Use of Technology & Innovation- 5 marks Success story in existing/completed projects- 5 marks		

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

The bidders will be asked to apprise before a High Level Committee (to be notified) about their work program modalities and approach methodology towards the job, on the schedule date and time (to be intimated to the qualified bidders by E-mail).

The Technical presentation as per clause shall be done before a high-level committee headed by Authority. The presentation will award marks out of 20 (twenty). The results of technical presentation would be conveyed to the participated bidders.

1.2.6 Proposal Preparation Cost

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

1.2.7 Project Inspection and Site Visit

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

1.2.8 Only One Proposal

1.2.8.1 Each bidder will submit only one proposal. Alternative bid is not allowed. Consortium /

Joint venture of any form is not allowed under this bidding process

1.2.9 Taxes

1.2.9.1 The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).

1.2.9.2 As a condition, precedent for reimbursement of the GST, the FMS shall provide a valid GSTIN and raise **GST compliant Tax Invoice** to the Client.

1.2.9.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the FMS from Client shall be solely borne by the FMS. The FMS alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws. Client shall not bear any responsibility in this regard.

1.2.9.4 However, towards compliance with the applicable Tax laws, Client shall deduct TDS as applicable from the payments to be made by Client to FMS and a certificate shall be made available to the FMS in support of the evidence.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

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

A. Request for Proposal (RFP) –

RFP comprises of following two parts as briefed below:

a. Part 1: Technical Proposal

- The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as

technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.

- Bidders are requested to refer Clause 1.3.6 & 1.7.1

b. Part 2: Financial Proposal

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and evaluated.
- The successful bidders will be selected as per clause -1.7.
- Bidders are requested to refer Clauses 1.3.7 & 1.7.2

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

1.3.1.2 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by “CLIENT” as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Client. All Proposals shall be prepared and submitted in accordance with such terms. There should not be any overwriting allowed in the Financial Bid.

1.3.1.3 Client reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidder. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.3.2 Special Instructions for Preparation of Proposal

- Language** : - The proposal and supporting documents shall be in English language unless otherwise specified. Proposals submitted in languages other than English will be rejected.
- Currency** : - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii.** All Bidders are required to submit their proposal in accordance with the guidelines set

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

iv. The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections, interlineations or overwriting must be initialled by the authorised representative of the bidder. There should not be any overwriting in the financial bid. Client's decisions in this regard will be final.

v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:

- The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
- While making the proposal, the bidder must ensure that they provides all the information as sought by Tender Inviting Authority, failing which the proposal shall be considered as non-responsive.
- **Detail working of the lump sum price must be submitted along with the Financial Proposal.**
- The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.

vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b) received all such relevant information as it has been requested from Client; and c)
- made a complete and careful examination of the various aspects of the Project.

vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Client reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-

submission, incomplete submission or delayed submission of such additional information or clarifications sought by Client, the Proposal would be evaluated solely on the basis of available information.

viii. Client shall not be liable for any mistake or error or neglect by Bidder in respect of the above.

ix. Client reserves the right to reject any or all proposals without assigning any reason whatsoever.

x. Client also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.

xi. Client reserves the right to verify any or all information furnished by the Bidder.

xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Client, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.

xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Client shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3.3 Submission of queries

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

Contact Person: Additional Chief Engineer (Buildings-I), Odisha

Contact Number: 8455966949

Contact Person: Superintending Engineer (Civil), O/o EIC (Civil-Cum-Roads)

Contact Number: 9437833778

Email for communication: cebuildings_orissa@yahoo.co.in

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

"Queries / Request for Clarification: “COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK”

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

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

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

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

1.3.4 Clarification and Amendment of RFP document

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

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

1.3.5 Bidder/s submission in support of Eligibility

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

1.3.6 Submission for Technical Proposal

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

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

Forms no.	Format Details
FORM-T1	Covering Letter
FORM-T2	A: Bidder's Organization
	B: Financial Capacity of the Bidder
FORM-T3	Power of Attorney
FORM-T4	Past Experience in Similar Sector
FORM-T5	Undertaking
FORM-T6	Scope of the Work
FORM-T7	Commitment for proposed Equipment and Materials
FORM-T8	Proposed manpower deployment plan and standard operating procedure
FORM-T9	Quality control mechanism
FORM T10	Anti-Collusion Certificate

1.3.7 Submission for Financial Proposal

- i. The Financial Proposal shall be prepared using the attached Standard Forms as per [BOQ uploaded and to be submitted online.](#)
- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- iii. All information provided should be legible, and wherever the information is given in

figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.

iv. The financial proposal shall be in the form of lump-sum amount (in the form of Annual Comprehensive Facility Management Cost quoted in INR for First Year) and shall be exclusive of any taxes/GST that may be applicable. Detail break-up of the lump-sum amount must also be worked out and to be submitted along with the financial proposal.

1.4. Preparation and Submission of Bids

1.4.1 Preparation of Bids

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

1.4.2 Submission of Bids

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

1) Cover – I Technical Proposal:

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

- All required documents.

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

To be submitted in BOQ format

1.5 Modifications/ Withdrawal of Proposals

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

1.6 Opening of Proposal

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

Stage 1: Opening of Cover 1 (Technical Proposal)

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

- is received by the proposal due date pursuant to point 12 of the Bidder Data Sheet
- is submitted pursuant to Clause 1.3
- is accompanied by the Power of Attorney as specified in Form T3, as applicable.
- accompanied by Bid Processing Fee and EMD as applicable
- contains all the information as requested in the RFP;
- all pages of the Proposal are signed by Authorized representative of Bidder.
- contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- Proposal validity is as prescribed in the RFP,

- Technical proposal does not contain any financial information
- Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by Client in respect of such Proposals.

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

Stage 2 : Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Client would prepare a list of technically qualified Bidder/s in terms of Clause 1.2.5. Bidders who score more than 70% marks shall be considered for further evaluation.

The evaluation process would be carried out in terms of Clause 1.7.

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

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

Technical Scoring:

The Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

The highest evaluated Technical Proposal (**T_h**) shall be given maximum Technical Score of 100. The formula for determining the Technical Scores (**S_t**) of all other Proposals is calculated as following:

$$\text{Technical Score } S_t = 100 \times \frac{T}{T_h}$$

Where:

S_t = Technical Score

T = Technical Score of the proposal under consideration

T_h = highest Technical Score given

1.7.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (as indicated in clause 1.7.1) will only be opened and evaluated for selection of bidder as given below.

Financial Scoring:

The financial Proposals of the Bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the Bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the Bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial Proposal (F_m) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other Proposals will be computed as follows:

Financial Score

$$S_f = 100 \times \frac{F_m}{F}$$

Where:

“ S_f ” is the financial score,

“ F_m ” is the lowest price

“ F ” the price of the Proposal under consideration.

Combined Scoring:

Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T_w = the weight given to the Technical Proposal (0.7); P_w = the weight given to the Financial Proposal (0.3); $T_w + P_w = 1$) as following:

$$S = S_t \times T_w + S_f \times P_w,$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

1.8 Award of Work

After selection, a Letter of Award (“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.

1.9 Execution of Service Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement (SA) within the period prescribed in “Bidder Data Sheet”. The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement. The Selected Bidder shall submit Performance Bank Guarantee before signing of Service Agreement.

1.10 Implementation Process and Contract Period

The date on which the Service Agreement will be signed between “CLIENT” and Selected Bidder will be identified as the ‘Commencement Date’;

1.10.1 Mobilisation Period

The Agency will be granted a 15 calendar days from the date of signing the Service Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the ‘Effective Date’;

The Client may request to mobilize part team on priority (if need be) during mobilization

period, FMS shall extend required assistance to the Client if such request is raised.

1.10.2 Contract Period

The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period of **03 years (i.e 36 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.

1.10.3 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. **In case of increase in Minimum Wages / D.A of Labour by Govt. of Odisha, the basic differential cost of Minimum Wages / Dearness Allowance for all categories labour will be paid extra to Agency by the Authority i.e maximum upto 5% basing on Works Department Memorandum No-15847 /W dt.19.11.2019.**
- iii. However, if after taking into account the changes/ increase in minimum wages/ statutory wages payables to workers, such increase may be considered (even if, with that increased contract value will escalate more than the overall limit of 3% per annum on the initial value of contract).
- iv. Please refer Labour Commissioner, Odisha, Bhubaneswar Notification 3920, dtd.01.05.2026 w.e.f Labour Rate

Note:

- i. Basic wages indicated above are as per rates effective w.e.f. 01.05.2026 published by office of the Labour Commissioner, Govt. of Odisha, vide Notification – 392/ dt.01.05.2026
- 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 (R&B) Cuttack Division –I, Cuttack.
- iv. Applicable Income Tax and GST shall be deducted at source.
- v. **Superintending Engineer, Cuttack (R&B) Division no-I, Cuttack** shall ay 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 **New Building of Orissa High Court, Cuttack** shall be made through Bank credit by 7th of the succeeding month. The bank account particular of all the Service Provider's employees shall be submitted to **Superintending Engineer, Cuttack (R&B) Division no-I, Cuttack**. No cash payment is allowed.

1.4 The Service Provider will keep **Superintending Engineer, Cuttack (R&B) Division no-I, Cuttack** indemnified against any claims/disputes arising between the Service Provider and its employees 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 Comprehensive Operation and Maintenance Service of **New Building of Orissa High Court at Cuttack** 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 payment 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 on 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 acknowledgment as a proof of filling 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 therefor, which may arise.

1.10 Any increase or decrease in minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable) etc. appendix- D.1 (1) shall be to the account of **Superintending Engineer, Cuttack (R&B) Division no-I, Cuttack.**

1.11 Performance Security

1.11.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 10% of the Annual Contract Value as per the stipulation. **Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank with counter signed etc local office in favour “Superintending Engineer, Cuttack (R&B) Division-I, Cuttack”.** Failure of the successful Bidder to comply with the requirements of Sub-clause 1.11.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

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

1.11.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Service Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

1.11.4 Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Client before the expiry date of the Bank Guarantee originally furnished.

1.11.5 Appropriation of Performance Security

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

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

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

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

1.11.6 Release of Performance Security

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

1.12 EMD

1.12.1 Proposal should necessarily be accompanied by an **EMD as per bid data sheet**

1.12.2 Bidder should prepare the EMD as per the instructions specified in the RFP document.

1.12.3 The EMD shall be deposited online for “[COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK]”.

1.12.4 EMD should be enclosed along with Technical Bid. Tenders without EMD are liable to be rejected.

1.12.5 EMD of successful bidder shall be retained by the Client till Performance Security Deposit is furnished by the bidder.

1.12.6 The EMD shall be forfeited by Client in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- c) If the Proposal is varied or modified in a manner not acceptable to Client after opening of proposal during the validity period or any extension thereof.
- d) If the bidder tries to influence the Client during the evaluation process.
- e) In the case of Selected Bidder, fails within the specified time limit -
 - to accept the LoA; and / or
 - to sign the Service Agreement; and / or
 - to furnish the Performance Security; and
 - in case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.13 Power of Attorney

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

1.14 Proposal Validity

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

1.15 Conflict of Interest

- 1.15.1** Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (FMS) under any of the circumstances set forth below :
- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
 - b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Client/Ministry’s staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client.
- 1.15.2** Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.16 Corrupt or Fraudulent Practices

1.16.1 Client desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Client:

- a)** will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b)** if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Client defined the terms set forth as follows:

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

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

1.17 Prohibition against collusion amongst bidder(s)

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

1.18 Confidentiality

1.18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.19 Interpretation of Documents:

i. Client will have the sole discretion in relation to:

- a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- b) all decisions relating to the evaluation of Proposals.

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

ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:

- a) Service Agreement,
- b) Information and Instructions to Bidder.

iii. Client reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

Section – 2
Key clauses of Service Agreement

2.1 Sub-contracting

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

2.2 Other contractors

2.2.1 The facility management service provider (FMS) shall cooperate and share the service areas with other contractors, Occupants, Operators, Public authorities associated with the Client as and when required.

2.2.2 The facility Management service provider shall as referred to in the contract, also provide facilities and services for them as described in the schedule. The Client's representative may modify the schedule of other contractors and shall notify the FMS of any such modification.

2.3 Materials, Machinery & Equipment

2.3.1 The FMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Client as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.

2.3.2 The FMS shall bear all the costs including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.

2.3.3 All the material brought to the site shall be duly accounted for by the contractor and

got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Client. The Client may summon the complete record of the procurement of materials from the service provider at any time if needed. At site, the material shall be accounted in a manner prescribed by Client in writing.

2.3.4 The material procured by the service provider shall be strictly according to the specification of that material conforming to ISI standard or any other approving Client as applicable.

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

2.4 Labour

2.4.1 The FMS shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

2.4.2 The FMS shall, if required by the Client, deliver to the Client a return in detail, in such form and at such intervals as the authorised officer of Client may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

2.5 Compliance with Labour Regulations

2.5.1 During continuance of the contract, the FMS shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local Client and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future

either by the State or the Central Government or the local Client.

2.5.2 The FMS shall keep the Client indemnified in case any action is taken by the Client on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Client is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Client shall have the right to deduct any money due to FMS, including his amount of performance security. The Client shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by the Client.

2.5.3 The employees of the FMS in no case shall be treated as the employees of the Client at any point of time.

2.6 Insurance

2.6.1 The FMS shall provide, in the joint names of the Employer and the FMS, insurance cover from the Start Date to the end of the Maintenance Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risk:

- a. loss of or damage to the Works, Plant and Materials;
- b. loss of or damage to Equipment:
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
- d. Personal injury or death.

2.6.2 Policies and certificates for insurance shall be delivered by the FMS to the Client for the Client's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

2.6.3 If the FMS does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

2.6.4 Alterations to the terms of insurance shall not be made without the approval of the Client.

2.6.5 Both parties shall comply with any conditions of the insurance policies.

2.7 Safety

2.7.1 The FMS shall be responsible for maintaining the safety of all activities on the site.

2.7.2 In respect of all labour directly or indirectly employed in the work for the performance of the FMS's part of this contract, the FMS shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

2.7.3 FMS is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, FMS is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

2.8 Liquidated Damages

2.8.1 The FMS shall pay liquidated damages to the Client at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract.**2.8.2** The Client may deduct liquidated damages from payments due to the FMS. Payment of liquidated damages does not affect the FMS's.

2.8.2 The liquidated damages@ 0.05% of the balance work against the targeted achievement against the Milestone or completion per day subject to a maximum of 10% (ten percent) of the Contract Price, beyond which the Contract shall be deemed to be terminated.

2.9 Cost of Repairs

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

2.10 Manuals & Registers

2.10.1 The FMS shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.

2.10.2 If the FMS does not submit the asset register at the end of the contract period or they do not receive the Client's approval, the Client reserves the right to withhold the final bill payable to the FMS.

2.11 Force majeure

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

(A) Non-Political Events

(a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.

- (b) Radio active contamination, ionizing radiation
- (c) Epidemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- (e) Strikes or boycotts or industrial action or any public agitation of any kind;
- (f) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Event

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

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

2.12 Termination

2.12.1 The authorized officer on behalf of the Client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, **60 days' notice** in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

2.12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a) Breach of contract by FMS

- i. the FMS stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been certified by the authorized officer of the Client as per the provision of the requirement and scope of the study;
- ii. the FMS is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. the authorized representative of the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the FMS fails to correct it within a reasonable period of time determined by the authorized representative of the Client;
- iv. the FMS does not maintain a Performance Security which is required;
- v. the FMS has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- vi. If the FMS, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. In case the FMS is a partnership firm or any other such legal entity having more than one constituent, the FMS shall not change its legal constitution in any manner during the subsistence of contract. The shareholding, percentage/extent of partnership or other interest of the original constituents of the FMS shall not be diluted or varied during the subsistence of Contract.
- viii. The FMS shall not engage the services of any Sub-FMS for the purposes of discharging entire obligation under the Contract without approval of the Client.
- ix. If the FMS, having been given a notice in writing by the Client, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, unworkman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the FMS commits any acts of defaults with respect to conditions of contract.

b) Breach of contract by Client

- i. the authorized representative of the Client instructs the FMS to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous

period of 30 days.

ii. the Client is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

iii. A payment certified by the authorized representative of the Client is not paid by the Client to the FMS within 60 days of the date of certification by the Authorized representative of the Client.

2.12.3 If the Contract is terminated the FMS shall stop work immediately, make the Site secure and hand over all the assets of the Client under its control and leave the Site as per the provision of the contract.

2.12.4 After the termination of the contract under this clause, the Client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The FMS shall have no claim against the Client in this regard.

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

2.13 Payment upon Termination

2.13.1 If the Contract is terminated because of a fundamental breach of Contract by the FMS, the authorized representative of the Client shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any

payment due to the FMS the difference shall be a debt payable to the Client.

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

2.13.3 No Compensation for Alteration in or Restriction in Works

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

2.14 Obligations of Facility Management Contractor

2.14.1 General

A. Standard of Performance

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

other parties.

B. Law governing Services

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

C. Conflict of Interest

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

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

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

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

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

c. Prohibition of conflicting activities

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

D. Confidentiality

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

E. Liability of the FMS

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

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

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

2.15 Obligation of the Client

2.15.1 Assistance and exemptions

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

2.15.2 Access to Land

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

them.

2.15.3 Change in Applicable Law related to taxes and duties

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

2.15.4 Services, facilities and property of CLIENT

Client shall make available to the FMS and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in the Scope of Work, Form – T8.

2.15.5 Payment

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

2.15.6 Office Space

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

2.15.7 Miscellaneous Cost

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

2.15.8 Basic Utilities

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

2.15.9 Statutory and regulatory compliances

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

2.16 Extension/Renewal of Contract

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

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

2.17 Definitions

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

- i. **“Client”** means the Office of the Chief Engineer (Buildings)-I, Nirman Soudha, Unit-5, Power House Square, Govt. Of Odisha, Bhubaneswar-751001. (“CLIENT”) with whom the Selected Bidder signs the Agreement for the Services as per Scope of the Work.
- ii. **“Affiliate”** means any corporation, firm, or other entity that directly or indirectly is controlled by or is under common control of another firm.
- iii. **“Assignment”** means the work that the FMS shall perform pursuant to the Service Agreement.

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

Section – 3

Schedule of Requirements

3.1 About the facility

The New Building Of Orissa High Court, Cuttack consists of G+7 storied building with a Basement Floor. Each Floor is of 12000 Sqft. approximately (Carpet area). The building is equipped with well furnished 22 nos. of Court Rooms besides Court Room for Hon'ble Chief Justice at 2nd floor, Chambers for Hon'ble Judges , Registrars, Conference Hall, Library, Rooms for Advocates, Senior Advocates and accommodation for Advocate General.

The Building is equipped with fire fighting system having hydrant & automatic D.G. power back up capacity 250 K.V.A each. The premises is provided with a substation of 11/0.433KV and 1250 KVA Two nos. step down transformer.

3.2 Facility Area

3.2.1 The Facility Area where services of FMS are required shall include all areas with-in boundary of the office premises including of **New Building Of Orissa High Court, Cuttack**, but not limited to all built-up areas, basements and open spaces. Refer-Section-I for details of various spaces. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully. The details of area and the scope of the of the project has been furnished in clause 1.1 and 1.2 of Section-1 of the RFP respectively.

Annexure – A

Details of New building of Orissa High court, Cuttack

The details as follows:	
Total Super built up Area	1,68,000 Sft.
Total Carpet Area	1,08,000 Sft.
Common Area	40,500 Sft.
Basement Parking	19,237 Sft.
Structural Glazing	7000 Sft.

Aluminium Composite Panel	
Aluminium Windows	
Drinking Water Sump	100000 Ltrs. Capacity
Over Head Tank for drinking water	50000 Ltrs. Capacity
Over Head Tank for fire fighting	20000 Ltrs. Capacity
Fire Hydrant Sump	200000 Ltrs. Capacity
<u>Number of Toilets : -</u> Toilets	75Nos. having Nonglazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<u>Type of Flooring</u> - Vitrified - Dado Vitrified - Wall cladding of Judge and Common corridor Granite & wooden cladding - Conference Halls having vitrified flooring & portico flooring antiskdtiles - Pavement cement concrete & blocks	
D.G. equipped with 02 nos 750 K.V.A.each D.G & accessories	
Pump House with a Mazomanie floor equipped with 2 nos centrifugal pumps 15 H.P each & 2 nos of submersible pumps of 7.5 H.P each located outside & 1 no of Jocky pumps 15 H.P & 1 no of hydrantpump sofcapacity 100 H.P 125 HP Disel engine couple pump with electrical panel and other accessories.	

Substation(2nos 1250 KVA Transformer) yard area	1016 Sft.
Front Lawn & plantation	
Lawn area with planter boxes	
Signage board	04 of GI sheet Box with internal illumination with letter size 1200mm.
Centralized A/C systems of capacity 270 TR 02 nos & 400 TR 1 nos Chiller plants & 16 nos of AHU in different floors & 3 nos of cooling towers (located roof top) and 3.0 TR split type Air conditioner with fan coil unit 60 nos.	940 TRA Chiller plants with accessories.

Note:

(i) Area variation is ± 10 %.

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

3.3 Purpose

3.3.1 O/o The Chief Engineer(Buildings)-I, Nirman Soudha, Unit-5,Power House Square, Govt. Of Odisha, bhubaneswar-751001 invites sealed proposals from all eligible bidder / service provider for providing **“COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK.”**

The broad scope of services required as below to be read with clause 1.1 &1.2 of the RFP;

- Operation and Maintenance of all Electrical & Mechanical Equipment
- Housekeeping and Help Desk Services
- Façade Cleaning Services (Inside & Outside)
- Housekeeping (Entrance & Corridors, external features, fire exits and stairwells, Basement, D.G.Room, Pump House, security Room, Parking Area, Cable trenches & Catchments

drains, Pest Control etc.)

- Cleaning of Toilets, bathroom fixtures (Attached to rooms,if any and in lobby/Service area
- Cleaning of Fixtures, fittings and furniture (all areas including offices)
- Waste Management (Garbage collection / Disposal)
- Garden & Lawn Maintenance
- Stand by DG, DG sets Associated panel boards & HSD Storage Facilities Maintenance.
- HVAC, Air conditioning & its accessories & AHU'S Maintenance.
- Control of Fire Hazards: Fire Services.
- Lifts (Vertical Movement), Operation and Upkeep of Lifts.
- Electrical Works – Minor Repair & Checkup, Electrical Systems (HT & LT), Electrical fixtures and appliances.
- Management Services

Please refer [Form T6](#) for detailed scope of work and [Annexure III](#) for Specification and Location of Assets.

Section 4: Specifications and Allied Technical Details.

Please refer **Annexure III** for details

Section 5
Technical Proposal

FORMS 1 TO 10

FORM-T1: COVERING LETTER

FORM-T2 : INFORMATION ABOUT THE BIDDER

FORM-T3: POWER OF ATTORNEY

FORM-T4: PAST EXPERIENCE OF THE BIDDER

FORM-T5: UNDERTAKING

FORM-T6: SCOPE OF WORK FOR THE FACILITY

**FORM-T7: COMMITMENT FOR PROPOSED EQUIPMENTS
AND MATERIALS**

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

FORM-T9: QUALITY CONTROL MECHANISM

FORM-T10: ANTI COLLUSION CERTIFICATE

Section 5: Technical Proposal

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

FORM-T1: COVERING LETTER

(On the Bidder's Letter Head)

[Location,
Date]

To

**The Chief Engineer (Buildings)-I,
O/o the Engineer-in-Chief (Civil), Nirman Soudha
Power House Square, Govt. Of Odisha,
Unit-V, Bhubaneswar-751001**

Sub: Selection of Agency for Providing “COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES OF NEW BUILDING OF ORISSA HIGH COURT AT CUTTACK”.

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**.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.

2. I shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating of the Proposal.

3. I acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4. I certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public Client nor have had any contract terminated by any public Client for breach on our part.

5. I declare that:

a. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;

b. I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;

c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and

d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.

7. I agree to keep this offer valid for **120 (One hundred and Twenty Days)** days from the Proposal Due Date specified in the RFP Document.

8. In the event of my firm being selected as the Service Provider, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

9. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Title of Signatory:

Name of Firm: Address:

FORM-T2 : INFORMATION ABOUT THE BIDDER

A. BIDDER'S ORGANISATION

1. Title of Project:

2. State the Status of the Bidder's Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.

3. State the following:

- a) Name of Company or Firm :
- b) Country of incorporation :
- c) Registered address :
- d) Year of Incorporation :
- e) Year of commencement of business :
- f) Principal place of business :
- g) GSTIN :
- h) PAN :
- i) Brief description about the Organisation including details of its main lines of business:

4. Details of authorized signatory of the Bidder:

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

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

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

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

7. Checklist of Eligibility

Criteria	Description	Required Supporting Document
Technical Criteria		
A.	The bidder should be registered under appropriate Client; • Indian Companies Act 2013 • Indian Partnership Act 1932 • The Societies Registration Act 1860. - Limited Liability Partnership Act 2008.	Copy of Certificates of Incorporation /Registration issued by the competent Client
B.	Experience of having successfully completed / executed similar works during last 5 years ending 31.03.2026 should be either of the following. i) Three similar completed works with each contract period not more than 36 months, costing not less than the amount equal to Rs. 3,60,0000- Excluding GST. Or	Copies of supporting work order /work completion certificate issued by respective authorities. (Form-T4)

Criteria	Description	Required Supporting Document
	ii) Two similar completed works with each contract period not more than 36 months , costing not less than the amount equal to Rs. 4,50,00000- Excluding GST. Or iii) One similar completed work with contract period not more than 36 months, costing not less than the amount equal to Rs. 9.00,00,000/- Excluding GST. Note: a. Experience in “ Comprehensive Facility Management Services” shall mean services related to following in a single tender: Cleaning & sweeping, garbage collection, waste management , horticulture , pest control, Garden & Parking Maintenance Electrical, mechanical, GPH, Civil maintenance, watch and ward, parking management, Security Services . b. Experience in only supplying manpower will not be considered as “Comprehensive Facility Management Services (CFMS)” c. Eligible Projects for the purpose of evaluation shall mean following projects : Similar works executed for Central Government/State Government/PSUs/ Convention Centre/ Commercial Complexes/ Multiplexes /Luxury Hotels/ Resorts/Institutional Campus/Corporate House/Hospitals etc. d. The bidder has to produce work order/	

Criteria	Description	Required Supporting Document
	contract/ Agreement document in support of his experience in CFMS work	
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and 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 (latest challan return filed under GST)
D.	The bidder must not have been blacklisted or debarred in respect of any project by any Central or State Government Ministry, Department, Office, or any Public Sector Undertaking (PSU) as on the date of submission of the proposal	The bidder shall furnish an undertaking, on its letterhead, regarding non-blacklisting/debarment in the prescribed Form T-5.
E.	The registered Office / branch office of the Service Provider must be located in Odisha.	Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise) or Affidavit to the effect to establish an office in Odisha before signing the agreement, if awarded. (Form-T2)
F.	The Bidder should have a minimum strength of 1000 workers under its payroll- EPF return for last 3 months to be furnished.	• Copy of latest Electronic Challan Cum Return of EPF to be enclosed. • Bidder shall submit the summary sheet of ECR/

Criteria	Description	Required Supporting Document
		Payment confirmation receipt
Financial Capability Criteria		
G.	Bidder should have the average financial turnover of not less than Rs. 75,00,00,000.00 (Rupees Seventy-five Crores) and should have a positive net worth for last Five (5) financial years ending 31.03.2026 for providing similar type of service as per the scope of work. Excluding GST	Duly certified copy from the auditor/chartered accountant has to be provided along with Balance Sheet and Profit & Loss Statement certifying Organizations turnover during last Five financial years [2021-22 TO 2025-26]. (Form-T6)
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 letterhead.
I.	Quality Standards / Certifications for the Service	ISO 9001-2015 and 14001 – 2015 (relating to Facility Management Services covering soft facility management services, technical services and waste management)

8. 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	COMMITMENT 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 5 years as per the following prescribed format:

[To be provided on the Bidder Letter Head]

<Name of Bidder>

S. No.	Period (Last 3 FYs)	Financial Turnover from the similar service in INR excluding GST	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

FINANCIAL CAPACITY OF BIDDER

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:

Name of the Bidder:

FORM-T3: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **[Name of the Service]**

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney) Attested

Executant

Notes:

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

FORM-T4: PAST EXPERIENCE OF THE BIDDER

Name of Bidder

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

Sl. No.	Name of Project	Name of Client with address and contact numbers	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) excluding GST	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-T6: 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 / artifacts etc. 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 authorized by the Client. The FMS shall deploy the adequate manpower and equipments as per the requirement

A1.4. This document describes the work to be carried out under the Facility Management Services for and draws attention to certain associated items that are to be completed. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

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

- Operation and Maintenance of all Electrical & Mechanical Equipment
- Housekeeping and Help Desk Services
- Façade Cleaning Services (Inside & Outside)
- Housekeeping (Entrance & Corridors, external features, fire exits and stairwells, Basement, D.G.Room, Pump House, security Room, Parking Area, Cable trenches & Catchments drains, Pest Control etc.)
- Cleaning of Toilets, bathroom fixtures (Attached to rooms,if any and in lobby/Service area
- Cleaning of Fixtures, fittings and furniture (all areas including offices)
- Waste Management (Garbage collection / Disposal)
- Garden & Lawn Maintenance
- Stand by DG, DG sets Associated panel boards & HSD Storage Facilities Maintenance.

- HVAC, Air conditioning & its accessories & AHU'S Maintenance.
- Control of Fire Hazards: Fire Services.
- Lifts (Vertical Movement), Operation and Upkeep of Lifts.
- Electrical Works – Minor Repair & Checkup, Electrical Systems (HT & LT), Electrical fixtures and appliances.
- Management Services

A2 Facility Management Services

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

a. Operation:

- i. Day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. Preservation of machinery, building and services in good operating condition.
- iii. Daily / periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMS.
- iv. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at its own cost.
- v. Day to day repairs required in the entire complex under the maintenance of FMS

b. Maintenance

i. Breakdown Maintenance is defined as

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

ii. Preventive Maintenance is defined as

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

manuals provided by the Contractor or as deemed fit by FMS.

c. Management

- i. Co-ordination with Contractors for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers /Manufacturers for preventive maintenance.
- iii. 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.
- iv. MIS Reporting for overall management of services.
- v. Co-ordination (with PWD Officials) for conducting drills (earthquake, fire etc.) as per the statutory requirements or as per law of land.

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

A3 Scope of Work

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

I. Maintenance Services.

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

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

- a. For all other equipment's in the project for which AMC shall be required, as deemed necessary by the FMS, the same shall be procured by the FMS at their own cost for preservation of all project equipment's.
- iii. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- iv. Prepare list of probable spare parts, Electrical and Mechanical items, plumbing, AC spares including Chillers, split units etc. and DG spares and will coordinate and supervise for availability of these spares for items under AMC.
- v. Annual Building Survey and prepare program for Repairs and submit action plan.(To be prepared by the PWD in consultation with the agency and the supervisory officials in each of the buildings like Manager, Deputy Manager)
- vi. In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, capacitor, switch, regulator starters, ballasts etc. for common area and service, service rooms, sub-station and external lights including the landscaping, amphitheatres /OAT
- vii. Operation of all equipment in the project facility, including their minor repairs and replenishment such as electric lights, LED bulbs etc.
- viii. Providing and replacing Connectors, contactors, lugs, Belts, Bearings, Grease, Cotton Waste, Silica Gel, CTC and other similar minor items, PVC/GI couplings, bends, fuse and other similar minor items,
- ix. Repair & rewinding of AHU (Air Handling Unit)/ Chiller Plant , Ventilation Fans, Pumps, Motors geyser, Oil heater etc., (After Defect Liability Period/Warranty Period).
- x. 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.
- xi. Regular checking and minor paint touch-up of all wall, ceiling, windows, grill etc. Regular checking and minor touch-up of polish and paint to all wood works.
- xii. Regular checking and minor repairs of all carpentry fixtures. Checking up of all doors, windows, tables, chairs, lock, door closer, door stopper etc. on routine basis
- xiii. Computer stationary, CD's floppies, audio cassettes as required for BMS/LV Systems,

Front desk, Reception desk (ITO)

- xiv. Ensure availability of Specialized Tools / Tackles such as Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc., required for operation and maintenance.

II. Operation Services

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

- i.1.0 Operation of Equipment and Fixtures.
- ii.2.0 Housekeeping and Front Desk Management.

II (1.0) Operation of Equipment and Fixtures

- i. The FMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client / end user.
- ii. FMS shall ensure that all complains are attended and rectified within the time specified as per the service level as required in this RFP.
- ~~iii.~~ The FMS shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMSP / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.
- iv. The FMS shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.
- v. The FMS will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- vi. The FMS shall operate all equipment's, fittings and fixtures (electrical / mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
- vii. The FMS shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.

II. (2.0). Housekeeping and Help Desk Services

2.1 Façade Cleaning Services (Inside & Outside)

The FMS shall

- i. Perform periodic cleaning of glass facades, structure at entrance, external claddings etc. at all heights (internally and externally) such as
 - a. Spot cleaning and removing obvious marks.
 - b. Thoroughly cleaning both sides of internal glass in doors and partitions including frames and sills.
 - c. Spot cleaning of glass throughout the buildings.
 - d. Removal of grease marks or finger prints glass counters and partitions windows & structural glazing.
 - e. Thoroughly cleaning of external surfaces of structural glazing quarterly basis.
- ii. 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. (as & when required).
- iii. External Glass Façade/ Metal & Granite Cleaning – Minimum Once in a month Cleaning of the external glass façade, Metal & Granite cladding of the building as mentioned above will be carried out throughout the month with a dedicated set of workers and equipment. A minimum of one complete cleaning of the building per month shall be carried out. It shall be ensured that the external façade is in an immaculate condition at all times as can be expected in the best corporate houses

2.2 Housekeeping (Entrance & Corridors, external features, fire exits and stairwells, Basement, D.G.Room, Pump House, security Room, Parking Area, Cable trenches & Catchments drains, Pest Control etc.)

The services to be provided include:-

- Thoroughly cleaning of glass or other doors, surrounding areas, window ledges, partitions, visible glass and approaches.
- Thoroughly cleaning of all landings, ramps, stairwells, fire exits, steps, entrances,

porches, porticos, balconies, external light fittings etc.

- Wiping of all ledges and surfaces with a natural detergent and cloth, spot clean and remove all obvious stains. All should be free from dust and stains.
- Spot cleaning of glass.
- Cleaning of pavements entire premises maintain a dust free environment.
- Sweeping clean of debris from walkways and drive ways & terrace & hose clean them during appropriate climate condition.
- Cleaning all the staircases from the Ground floor to the terrace.
- Cleaning The terraces at all levels.
- Cleaning Entrance lobby in each wing.
- Cleaning Parking at ground floor level.
- Cleaning Compound area of the building.
- Cleaning Service Ducts & Common toilets.
- Cleaning Elevators & Machine rooms.
- Watchmen rooms, Meter rooms, Telephone rooms, Pump rooms and any rooms which may not have been mentioned here specifically but nevertheless is accessible in the building and is under the control of the Owner. In the above description the term common area would necessarily mean any area in the building that has not been leased out but excludes carpet area on all floors

The service providing firm should ensure that the treatment T is effective against cockroaches, silverfish, crickets, psocids, Rats etc. The treatment comprises of thorough monthly insecticide sprays of entire premises. The chemical in use will have knock down effect to kill pest instantly and residual action to take care of the premises during the intervening period. While spraying, our operator shall pay special attention in all nooks and corners and other vulnerable places harboring insect pests.

The house-keeping service to be provided in the building will also include-

- maintenance by keeping the entire areas mentioned above in totally clean, dust free and hygienic conditions. Particular care shall be taken to ensure that all the floor, walls, ceilings, windows, doors, and other areas are maintained in hygienic & immaculately clean condition.
- Cleaning Service areas (as required vacuum cleaning) of all floors, walls & ceilings

minimum twice a day.

- Scrubbing & wet mopping of hard finished floors & walls to remove dust, stains and any kind of dirt and to maintain these in highly polished condition as original.
- Cleaning & scrubbing of all joints in flooring & walls (where applicable) to ensure that no dirt & dust deposit in the same.
- To sweep all floors, terraces, walls & ceilings to remove all dust, garbage.
- To dispose off the garbage collected to municipal garbage collection place within the complex (Once a day).
- To clean lifts internal areas and common toilets daily.
- To clean lifts and common toilet areas.
- Sweeping all the floor areas, including damp mopping of areas such as tiles, staircases elevator floors, sidewalls & entrance areas. Floors shall be free of dirt, mud, footprints, liquid spills & other debris. During inclement weather conditions the frequency may be higher than once per day. When completed the floors shall have a uniform appearance with no streaks, smears, swirl marks, detergents, residues or any evidence of remaining dirt or standing water. After sweeping all the tiles floors, area must be scrubbed clean.
- Thorough cleaning of toilets at scheduled intervals with suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.
- Clearing of glasses at entrance doors and windows of common areas with window squeeze and applicators.
- Removal of any grease marks or finger prints from the walls, doors, doorframes, windows and window frames and security booths, glass counters and partitions. The cleaning shall be done using approved all purpose cleaner and lint free cloth or paper towels.
- Removal of Trash or Garbage to the designated areas in the complex. This shall further be moved to main dump pits in the complex, keep dump area reasonably in a clean condition.
- Sweeping of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.
- To scrub clean all dustbins from the office areas .
- Dusting windowsills from common areas of the floor exits.
- Mechanical sweeping equipment shall be used for sweeping of compounds daily.

- Wet Floor scrubbing machine for granite / marble floors in the internal lobbies should be used weekly.
- Jet pressure machine for cleaning of the compounds/car parks shall be used weekly.
The service provider firm shall also :-
- Perform routine cleaning of the internal and external areas to meet the required service standard.
- Ensure Cleanliness of all common spaces and space inside the location within Project Facility.
- 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.
- Perform periodic cleaning of glass facades, structure at entrance, external claddings etc. at all heights (internally and externally)
- Provide Additional housekeeping services as and when required by Client.
- 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.
- Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, FMS shall arrange to provide alternate equipment for the Project Facility.
- 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.
- Ensure dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- Ensure Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- Ensure 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.

- Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.
- Ensure Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- Ensure maintenance of entrances, service areas, parking areas, paving, paths, roads, grounds amphitheatres, courtyard sand, lawns at the entrance, outside premises etc so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- Ensure that Server 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).
- Ensure that Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- Ensure care is exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- Ensure that all cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- Ensure that Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent
- Ensure that Standard and best quality cleaning material will be used for cleaning.
- Ensure that Standard and certified access equipment with appropriate safety devices shall be used for External Glass Façade / Metal & Granite cleaning.

Safety measures for cleaning insurance shall be taken by the service provide/firm, Helmets and Safety belts should be provided to execute the work. Only trained cleaning personnel are to be employed .and work to be carried out under expert supervision.

Work should be executed in such a manner as to cause no inconvenience to Clients and their regular operation.

The Service provider Firm should arrange to cover all workmen with accident

insurance and all other rules as per the Workmen Compensation Act and other applicable Acts shall be strictly adhered to.

Care should be taken by the service provider firm to ensure that absolutely no damage is done to glass or aluminum composite panel during cleaning operations, if any damage is done to glass, costs for replacement of the same including inconvenience costs shall be borne by the firm or deducted from bills payable.

2.3 Cleaning of Toilets, bathroom fixtures (Attached to rooms,if any and in lobby/Service area

- 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.

The service provider firm should also ensure

Thoroughly cleaning of all basins, toilets, fittings and all vertical, horizontal surfaces with an approved detergent.

- Cleaning thoroughly the inside of the toilet bowl. Clean the toilet seat, cistern and under the toilet bowl.
- Periodical cleaning of drinking water sump & overhead tanks.
- Mop floor with neutral detergent.
- Clean and wash all mirrors.
- Scrub toilet floor (Machine scrub or manually).

- Washing of all tiled surfaces.
- Wiping of surfaces with cloth having appropriate cleaning characteristics.
- Thoroughly clean exhaust fans and vents.
- Spot clean and hot rinse showers.
- Thoroughly clean showers and bathroom fixture including commodes.
- Replace naphthalene balls/urinal cubes.
- Remove all wetness on floor and slabs.
- Check for odour quality.
- Preparation of inventory of fitting & fixtures. Ensuring availability of minor critical spares such as washer, connection pipe, waste pipe etc. for timely repair within cost of Rs.500/-.
- Use air-fresheners and deodorizers.
- Paper bins would be cleaned and sanitized.
- All washroom dustbins would be thoroughly cleaned and sanitized.
- Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect.

2.4 Cleaning of Fixtures, fittings and furniture (all areas including offices)

The service provider firm should ensure wiping with user friendly neutral detergent cloth and spot cleaning.

Cleaning of Low level surfaces: The service provider firm should ensure wiping all surfaces with user friendly neutral detergent cloth, spot clean and remove any obvious stains.

Cleaning of High level surfaces: The service provider firm should also ensure wiping all surfaces with user friendly neutral detergent cloth, spot clean and remove any obvious stains. Remove cobwebs as they appear.

2.5 Cleaning of Ceiling:

The service provider firm should ensure Removal cobwebs as they appear.

Cleaning of Walls, skirting

The service provider firm should ensure washing with a user friendly neutral detergent.

Cleaning of Hard Floors

The service provider firm should ensure

- Thorough sweep with a dust mop.
- Wet mop with a neutral detergent, removing all marks, stains.
- Buff with a polisher.
- Thorough vacuum sliding door tracks. with a filtered machine, details corners, edges and sliding door tracks.
- Spot vacuum, remove stains, spillages etc.
- Any chair, trash receptacles, and easily moveable items, shall be moved to vacuum underneath, and then replaced in the original position.

2.6 Waste Management (Garbage collection / Disposal)

- 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. Collect the waste papers, empty the garbage drums, waster paper baskets and segregate the waste in recyclable and non cyclable type and shall ensure proper disposal of waste outside the premises to the common garbage dump, as per the standards and directions provided by the competent client.
- iii. FMS shall be responsible for arranging the transport and in consultation with Client, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- 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 amasses to a volume equivalent to a tempo load.

2.7 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. Rodent Control

Pest Covered : Domestic/Field Rodents.

The FMS shall take the following control measures

- a. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- b. Trapping with lures
- c. Eliminating rats / mice with glue traps
- d. Frequency : Monthly as per client's schedule and need base.

iii. Fly Control

The FMS shall take the following control measures :

- a. Sanitation
- b. Chemical control
- c. Frequency: Monthly as per client schedule and need base
- d. Sanitation
- e. Chemical control
- f. Frequency: Monthly as per client schedule and need base

iv. Mosquito Control

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

2.8 Help Desk

- i. The FMS shall operate front desk/help desk as per the guidelines provided by Client. These Services pertain to the assisting/guiding the visitors, Client's staff, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.
- ii. The helpdesk/front desk operations shall include responding and resolving the problems which may related to visitors/premises which may or may not be logged
- iii. Help desk services to be provided from morning 9.00 A.M to 6.00 P.M.
- iv. Help desk has to record the complaints raised by the occupants and closely monitor the solution of the complaints.
- v. Providing information regarding the occupants to visitors and to perform public relation counter & close liasioning with occupants & Facility Management Personnel.

2.9 Garden & Lawn Maintenance

The FMS shall be responsible for ensuring proper maintenance and upkeep of lawns, plants, trees, creepers, indoor pots & plants etc. all horticulture works. Adequate equipment shall be **maintained** by FMS including grass cutting machine and other tools required for 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.

The broad scope of work will be as follows:

The Agency has to perform the following activities:

- a) **Daily watering, pumping**
- b) **Weed removing**
- c) **Trimming (Trimming considering shape/Trimming of unwanted branches) and pruning**
- d) **Soil mulching, loosening of soils**

- e) Lawn mowing
- f) Hedges and Shrubs cutting etc.
- g) Replacement of plants, if required, staking if required
- h) painting of pots.
- i) Cleaning Garden areas
- j) Applying fertiliser or compost manure/vermi culture manure alternate month or as and when required.
- k) Applying pesticides and fungicide alternate month or as and when required.
- l) Maintenance of vermi compost pits
- m) Disposal of dry/fallen leaves.
- n) Seed collection and sowing.
- o) Rising of Nursery.
- p) Providing flower arrangement for special occasion.
- q) Preparation and maintenance of Planting Materials.
- r) Operation of Tools, Machinery as required for the Garden.
- s) General maintenance of existing plants, Tools implements etc.

2.10 Stand by DG ,DG sets Associated panel boards & HSD Storage Facilities.

The service provider firm should ensure the following routine check- ups/maintenances regularly .

- DG sets as mentioned above to start and stop as per the requirement or Schedules that will be given to you by the maintenance in charge of **High Court Towers, High Court, Cuttack.**
- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported/ rectified with in a reasonable time period and help support OEM engineer for rectification work if required.

- To coordinate with the external and internal customer to facilitate smooth functioning of the DG Sets.
- To carryout day to day maintenance work as per activity chart that shall be formatted by you and got approved by the OEM/Maintenance in charge of Nirman Soudha, which shall cover the following:
 - Battery check for electrolyte level.
 - Specific gravity check.
 - Oil level and temperature check.
 - Fuel Leak.
 - Cooling Hose check.
 - Oil pressure check.
 - Voltage and current check in each phase. Engine run hour and RPM.
 - KWH generated.
 - Checking the engines for its smooth running, observing for any unusual noise and colour of the smoke from the exhaust.
- Checking general functioning of all gadgets observe noise and vibration levels.
- Regular visual inspection of all mechanical drives.
- Log all running parameters once every hour. If required for any interval as per direction of Engineer In-charge .
- Prepare log sheets for routine maintenance as per O&M manual so fall equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipment and to ensure that no equipment suffers from breakdown, loss of performance wear and tear or any other damage.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all meters are in working condition and all equipment is working according to the design parameters given in O&M Manual.
- To ensure that all equipment/ plants has sequential running and all equipment, pumps including the stand by equipment work on operating time equalization basis.
- To ensure that minimum one day fuel for continuous running of all DG's is always available and keep record of diesel / oil consumption and maintain the record.

- To keep records of diesel receipt stand consumption for future reference.
- Checking lube oil, coolant and fuel for leakage.
- Checking and adjusting belt tension, changing belt if required.
- Cleaning of air filter elements and changing them if required.
- Drain lubricating oil sump, clean sump strainers, renew lubricating oil and prime the system whenever it becomes due.
- Carrying out valve tappet setting as and when required.
- End plays checking of crankshaft, accessory drive and turbo charger when ever required.
- Checking of proper functioning of various instruments, instrument panel and changing them as required.
- Diagnosis of various faults and their rectification.
- Checking and fault finding of the electrical system associated with the engine.
- General cleaning and greasing of the alternator when required.
- Cleaning battery terminals for sulphate formation and checking its state.
- Maintenance of instruments, relays and connectors fitted in Gen set control Panel and changing them.
- Checking of wiring system for its loose and dry connections.
- Checking tightness of mounting bolts.
- Checking rotating diode assembly of alternators.
- Fault simulation and verification, functioning of relays, MCB/MCCB and contactors.
- Insulation testing of alternators once in six months.

Maintenance Schedule

- (i) Check and reset injector pressure (ii) check and reset injector pump timing (iii) retighten cylinder head nuts (iv) adjust engine valve clearance

Note:- The above maintenance schedule is of general nature and may vary among various engine manufacturers. The firm will ensure that maintenance of engine in particular of air cleaner , change of lube oil and fuel filters are being done strictly as per the manufacturer's recommendation.

ALTERNATOR:

Monthly: Clear air inlet and outlet restrictions and tighten all electrical connections and terminations.

Yearly: measure and record alternator winding resistance and power cable insulation.

Electrical Control Panel

Monthly: check battery charging system and take corrective action, check electrical measuring instruments, indicative lamps for proper functioning, tighten power distribution wiring and connections, testing of relay and other protection and safety devices for proper working, checking for MCCB tripping mechanism, cleaning of bus bars and clambars and tightening of nuts and bolts, tighten of all electrical connections and terminations.

Maintenance Schedule of Engine

Monthly:-

Check air line connection and filter, clear air inlet and outlet restrictions, check fan belt and its tension, check battery voltage, terminal, electrolyte level and specific gravity(top up if necessary), check for frequency and output voltage, Check working of the dynamo/battery charging alternator and auto cut off of the battery charger, Check manual and auto change over from commercial supply to DG supply and vice versa, Record the various readings in the service report., Check for leakage in fuel line, lube oil line and exhaust gas system., Check for water in radiator water tank for water cooled engine.,check lube oil and top up if necessary.

Every 50 Hours:-

Check & top up oil in the air cleaner., check hose connections in cooling system, check fuel piping connections, check exhaust piping connections, check engine mountings, check engine to drive unit couplings, check electrical connections, check lubricate throttle linkages, clean air cleaner, clean fuel feed pump strainer, check electrolyte in battery.

Every 200 hours:-

Check and top up lube oil in fuel injection pump, check radiator cowl stay and gap between fan and cowl, check for proper alignment of engine to drive unit, replace oil in the cleaner, replace fuel filters and sealing ring, clean strainer in fuel tank., replace engine oil, replace engine oil filter, replace the water from the radiator and clean the radiator tank and fins and add coolant to the water if necessary.

2.11 Water Pumps

The service provider firm should ensure the following routine check- ups/maintenances regularly .

- Maintenance of the automatic panels of the system.
- Regular routine maintenance of the pumps control panel board and associated equipment pressure gauges etc.
- Coordination with the OEM as and when requires ensuring trouble free and smoothing operations and no disruption in water supply to the clients.
- Logging of all maintenance data in the approved formats.
- Follow up for the AMC of DG equipment with appropriate agency appointed for High Court & coordination with AMC agency for trouble free operation.
- Ensuring that the equipment is functioning as per the design parameters.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipment and to ensure that no performance wear and tear or any other damage.
- Repair & rewinding of pump set sat the time of burnt out including lowering of stand by pumping sets without disruption of water supply.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all maters are in working condition and all equipment is working according to the design parameters given in O&M manual.
- To ensure that all equipment / plants has sequential running and all equipment, pumps including the stand by equipment work on operation time equalization basis.

2.12 HVAC, Air conditioning & its accessories & AHU'S

The service provider firm should ensure the following routine check- ups/maintenances regularly .

- Operation of 1350 TR A/C as per the schedule time.
- Thoroughly wipe with an appropriate user friendly detergent an cloth and keep also free from dust, also wipe area surrounding the AHU vent.

- Operation of all AHU & attending the complaint of AC.
- Record of room temperature in every module in every day & maintaining the register on it.
- Follow-up for the AMC of Air condition equipments with appropriate agency appointed for High Court & coordination with AMC agency for trouble free operation.
- Air conditioning system under O&M to start and stop as per requirement or schedules that will be given to you by the maintenance in-charge of High Court Towers. HIGH COURT, Cuttack.
- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported/ rectified within a reasonable time period and help support OEM engineer for rectification work if required.
- Facility Manager/ Supervisor shall generate daily weekly and monthly reports covering the energy consumption, daily service requests, faults attended, routine and break down maintenance.
- Regular visual inspection of all mechanical drives.
- Log all air conditioning parameters every hour.
- Check all the air conditioning equipment for any sign of external leaks, check and prevent leaks from glands, valves and pipe line stand stop the same immediately.
- Check clean and maintain pumps including oiling greasing and gland packing as per requirement and clean all filters once in a week.
- Check and record all electrical frequency, power factor, KWH on all panels in your scope.
- To keep record of energy consumption and prepare record of clients energy consumption.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manual are strictly followed to ensure efficient and safe working of all equipment and to ensure that no equipment suffers from break down, loss of performance wear and tear or any other damage.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all meters are in working condition and all equipment is working according to the design parameters given in O&M manual.
- To ensure that all equipment / plants has sequential running and all equipment, pumps including the stand by equipment work on operating time equalization basis.

2.13 Control of Fire Hazards: Fire Services:-

Service cover basis security to intelligence to I.R. information and crisis management including fire and life safety program.

- Any incident of a fire is to be recorded and reported through the Incident report for available for reporting any incidents.
- All fire-fighting equipments are regularly checked for functioning efficiently and such checks will be properly recorded.
- Conducting muck drills on regular interval. Follow-up for the AMC of the fire fighting equipments with the appropriate agency & coordination with AMC agency for trouble free operation.

FIRE SERVICE

Monthly :-

- Testing of pump set.
- Checking the system for any leakages
- Checking for any missing equipment/parts.
- Greasing, oiling of those reels a required.
- Opening and closing of line valves for free movement as required.
- Checking hose reels for water flow.
- Checking of hydrant valve for opening / closing.
- Check of automatic starting of pump sets.
- Tightening of glandnut of pumps.

Half Yearly :-

- Application of powder to rubber houses of all hose reels.
- Cleaning of control panel.
- Resetting of pressure switches for automatic starting of pumps.
- Supplementing of gland packing.
- Checking if pump coupling rubber pads.
- Tightening of foundation bolts of pump sets.

FIRE ALARM SYSTEM

Monthly :-

- Testing of control panel.
- Testing of hooters.
- Testing of Fire Alarm system.
- Testing of Pill Box estuaries Fire Alarm.
- Testing of Smoke Detectors by giving smoke.
- Testing of Detectors in lift machine room, meter room and other areas where ever installed.

Half Yearly :-

- Cleaning of control panel.
- Cleaning of Directors in lift machine room, meter room and other areas where ever installed.

SPRINKLER SYSTEM

Monthly :-

- Testing of pump sets.
- Checking the system for any leakage.
- Checking for any missing equipment or parts.
- Opening gland losing of line valves for free movement as required.
- Testing of automatic starting of pump sets.
- Tightening of gland nuts of pumps.

Half Yearly :-

- Cleaning of control panel.
- Resetting of pressure switches for automatic starting of pumps.
- Supplementing of gland packing.
- Checking of pump coupling rubber pads.

- Tightening of foundation bolts for pump sets.
- Cleaning of sprinkler head.

FIRE EXTINGUISHERS

Monthly :-

- Checking pressure gauges of all Fire Extinguishers to ensure proper pressure.
- Checking of the working mechanisms to ensure proper working during emergency conditions.
- Checking quality of powder of the Extinguishers (if permitted touse extinguishers for test by High Court Towers, HIGH COURT, Cuttack.
- Maintaining alongrecord of all service.
- The firm shall provide training to the Security Supervisors as the Clint Supervisor of the building to ensure that they are well conversant and familiar with all operational aspects of the Fire fighting system to operate the system during emergencies. Conducting Fire Drill once in a month.
- The firm will also manage operational preparedness for functioning of the system at all times via preschedules checks.

All replacement of spares will be recorded in a register be presented for the signature of maintenance-in-charge.

FIRE ALARM, PUBLIC ADDRESS & SPRINKLER ANNUNCIATION SYSTEM

- Round the clock monitoring the FAS and logging any abnormality. On any eventuality i.e, in case of fire and to be required to vacate the premises, the operator should announce the same in PA system about the fire and request to evacuate as per fire warden instructions. Attending lift car calls & arranging to rescue the trapped passengers.

2.14 Lifts (Vertical Movement), Operation and Upkeep of Lifts.

The service provider firm should ensure the followings--.

- Providing undisturbed services of 2 nos Judges lift & 2 nos Common lift.

- Lift attendant shall look after operations of lifts without any interruption.
- Follow up for the AMC of lift with appropriate agency (after maintenance warranty period & coordination with AMC agency for trouble free operation.
- Thorough cleaning and upkeep of the lift on regular intervals in a day.
- Cleaning of glass, sensors bottom channels for any trouble & lights, fans inside the lift car.

2.15 Electrical Works – Minor Repair & Checkup, Electrical Systems (HT & LT), Electrical fixtures and appliances

The service provider firm should ensure the following routine check- ups/maintenances regularly .

Daily operation of all electrical power system- incoming and outgoing and DG sets.

- Minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- Switching on pumps for filling water to tanks.
- Attending to power breakdowns in case of internal faults.
- Providing electricians for preventive maintenance of power panels, maintenance of all accessories, light fixtures, power points, replacement of spares, attending DG periodic checking of electric fitting, replacement of batteries & coordinating with AMC for servicing of mechanical & electrical equipment.
- Follow-up for the AMC of D.G. sets & panels with appropriate agency & coordination with AMC agency for trouble free operation.
- All facilities / functions to start or stop as per the requirements or as directed by the Engineer-in-charge of maintenance.
- Unhealthy systems, abnormalities in performance or malfunctioning if any will be reported / rectified within a reasonable time period and help support OEM engineer for rectification work if required.
- Regular checking of all the electrical panel and distribution boards.
- Hourly logging of all parameters like meter readings, power factor, power consumption etc and highlight discrepancies or variances.
- Clean all panels, switch gears controls etc on regular basis.

- Daily check of all light fixtures, points, bulbs and power sockets wiring the premises under maintenance.
- Check arthropit resistance and watering earth pit.
- Check and all the switches on stand by equipment and ensure that all are in operating condition.
- Inspect and clean contacts if necessary and check connections of motors / switch boards / equipment etc. on routine basis.
- Check correct operations of all safety circuits and equipment.
- To attend all service calls and breakdowns within the minimum possible time period.
- To carry out preventive maintenance to ensure minimum breakdowns.
- Prepare log sheets for routine maintenance as per O&M manuals of all equipment and ensure that the instruction of O&M manuals are strictly followed to ensure efficient and safe working of all equipment and to ensure that no equipment suffers from breakdown, loss of performance wear and tear of any other damage.
- Prepare inventory of spares and ensure that critical spares are always available.
- To ensure that all meters are in working condition and all equipment in working according to the design parameters given in O&M manual.
- To ensure that all equipment / plants has sequential running and all equipment, pumps including the stand by equipment work in operating time equalization basis.
- To keep day to day reading of all meter readings including energy meter reading and prepare client wise monthly report stating energy consumption.
- Thoroughly clean all electrical fixtures and appliance including fountains and insect killing devices.
- Periodically clean all motor vents etc.
- Visual Inspection of Transformer oil level of 2nos 1250 KVA Transformer, inform client about oil level status, Transformer base cleaning, tightening of Gaskets & LT cable terminals of the transformer.

2.16 Internal painting works

Regular checking and minor paint touch up of all wall, ceiling, windows, grill etc.

2.17 Carpenter works

- Regular checking and minor repairs of all carpentry fixtures.
- Checkup of all doors, windows, chairs, lock, door closer etc. on routine basis.

2.18 Wooden polish & touchup work

- Regular checking and minor touchup of polish and paint to all wood works.

2.19 EPABX system

- Daily operation of EPABX system.
- Checking and periodical preventing maintenance of intercom system.

2.20 CCTV

- Daily monitoring of CCTV system.
- Checking and periodical preventing maintenance of CCTV cameras and cable connections & network.

2.21 Audio and video system

- Daily checking and monitoring of AV system
- Checking and periodical preventing maintenance of Audio & Video system and cable connections 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 stakeholders of the Client, Contractors, Consultants and other agencies.
- iv. Maintain a record of all the Equipments/ assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.
- v. Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports,
- vi. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- vii. Co-ordinate with Main Contractor/PMSP/ Interior Contractor for rectifying of defects under the DLP period.
- viii. Assist the Client in payment of all utility bills,
- ix. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges on behalf of the Client and deposit the same with the Client.
- x. Calculation of common area maintenance charges.
- xi. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
- xii. Prepare a preventive maintenance plan for all equipment/fittings & fixtures, ensuring 100% compliance. FMS shall co-ordinate for:
- xiii. Co-ordinate administer and certify works of Vendors/Manufacturers /Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC/Warranty period.
- xiv. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xv. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- xvi. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Client.
- xvii. Coordinate with third party for conducting equipment audit, fire audit as and when required by Client.

- xviii. It is the responsibility of the FMS to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xix. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xx. Brief the representative on maintenance and operational proceedings on day to day basis.
- xxi. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xxii. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.
- xxiii. Provide support and guidance to the Client in all matters as requested
- xxiv. The FMS, within its staff shall provide persons who are trained in first-aid/ paramedics to coordinate with Wellness Centre/ First Aid Room in case of emergency.

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

IV. Complaint management

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

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

Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement without any replacement by FMS	Immediately	2 hrs
For Major Defects			

Item available locally	Rectification / Replacement by external agencies (Main Contractor / Interior Contractor / Vendors / Manufacturer / Supplier	Immediately	1 week
Item available domestically		24hrs	2 weeks

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

Table: Service Level Agreement (Operations)

A. Daily services:

(First round of shift should be completed before 8:00 AM every day)

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 public area 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	Cleaning of Grease Chambers of kitchen,(If any)	Once/Fortnightly	1 Day	1000 / Day
7	Dusting / cleaning in the project facility (Rooms 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	Once/Day Done by our Staff	1 Day	500/ Day

Sl. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
	printers, monitors, keyboards, fax machine and photocopiers etc, telephone instrument etc.			
8	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
9	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
10	Cleaning and upkeep of all parking , service, basement and maintenance area	Once / Day	1 day	1000 / Day

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 recommend ed methods and intervals	Compulsor y	500/Day
3	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
UG TANKS & WATER SUPPLY (As per scope of work)				
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	20000/15 Days
SW DRAIN AND SEWAGE SYSTEM				

1	Cleaning of bed properly including removing of mud, soil etc.	1 Time / Week	1 Day	10,000 / Day
PEST CONTROL				
1	Disinfestations treatment	1 Time / Fortnightly	1 Day	10,000/ Day
2	Rodent Control	1 Time / Monthly	1 Day	10,000/-on repeated non-compliance
3	Fly Control	1 Time / Monthly	1 Day	10,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	10,000 /on repeated non-compliance
D- OTHERS				
1	Repair and maintenance of sanitary fixtures, lavatories	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged to be by non-social elements all completed as per direction of engineer in charge.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, etc	On alternate days	4 Days	300 / Day
5	Removal of damaged CFLs/LEDs and fixtures if required.	immediate	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day

				whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day
7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day
PUMP ROOM				
1	Regular maintenance of water pumps with all connections and attachments, damaged part should be repaired or replaced at that time immediately.	In alternate days	1 Day	As per twice the market rate of damaged / Theft fixture or 15000/ Day whichever is higher.
DRINKING WATER				
1	Regular cleaning, maintenance of water cooler and purifier (RO) as per the need . Repairing work if not in working condition.	Cleaning 1 Time / Day Maintenance as per the need	1 Day	40000/Day per each RO
GARDENING AND LAWN MAINTENANCE WORK				
1	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	2000 / Day
2	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and required.	Daily or Twice Daily	Compulsory	5000 / Day
3	Manual watering	Whenever Required	Compulsory	1000 / Day
4	Replacement of damaged grass, trees and shrubs.	Whenever Required (to be done immediately)	Compulsory	1000 / Day

5	Anti-termite treatment for damages leaves and branches.	Whenever Required (to be done immediately)	Compulsory	1000 / Day
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GARDEN UTILITY				
Sl. No.	Service Level Requirement	Schedule / Timing	Non Compliance Limit	Penalty Rate (INR)
1	Dusting of each and every benches and dust bin.	3 Times / Day	1 Day	1000 / Day
2	Wiping the chairs	1 Time / Day	1 Day	500 / Day
3	Cleaning, Repairing work for benches & dust bin.	On alternate days	1 week	22000 / Day
IRRIGATION / AUTOMATION UNIT				
1	Regular maintenance and cleaning of all valves.	1 Time / week	1 Day	15000/Day
2	regular maintenance for all main line, sub lines water supplies.	1 Time / week	1 Day	10000/Day
3	Regular maintenance for all automation system including all decoders, sensors, cables, solenoids valves.	On alternate Days	1 Day	25000/Day
4	Replacement of damaged pipes, valves, cables, decoders if found damaged or theft.	immediate	Compulsory	30000/Day
5	Regular maintenance for VFD pumps and electrical supplies.	1 Time / week	1 Day	10000/Day
WATER BODY POND				
1	Cleaning of pond, cleaning of waste, algae and garbage from pond.	2 Time/Months	15 Days	10000/Day
2	Removal of weeds	1 Time/ year	15 Days	15000/Day
3	Levelling of bottom soil surface disturbed the flow of water.	1 Time/6 Month	15 Days	17000/week
4	Dry pitching with random rubble masonry work if required or found settlement including gaps filling with Murom or sand.	Whenever Required	Compulsory	20000/week
5	Supply of water to maintain required water level.	1 time/week	Compulsory	20000/week
PATHWAY				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if required.	2 Times/Month	15 Days	15000/Day

2	Removal of water by manually-stacked rain water.	Every day before park opening time	1 Day	5000/Day
3	Uplifting levels of interlocking paver blocks by providing sand below interlocking paver block including all removing blocks filling of sand and re-fixing in proper pattern and sand filling for joints also.	1 Times / 6 Months	15 Days	20000/Week
4	cleaning of pathway areas-removing of all wastage, polythene, garbage, weeds, dust, debris, leaf, polythene, porch etc. collection removal & transportation up to desired point.	on Alternate Days	2 Days	20000/Week
5	Removal and making of damaged kerb stone including plaster to provide wheel holes for water drainage to lawn areas.	on Alternate Days	2 Days	10000/Week
6	Painting work of kerb stone of approved shades.	1 Times/ 6Months	1 Month	10000/Week

Note - Note – The minimum requirements , non-compliance limit of different items of services are mentioned in above table. The Items of services ,minimum required frequency etc to be taken up by the agency as per RFP , but not mentioned above should be as per standard practice considering safety, hygienic, cleanliness etc and as approved by the Engineer -in-Charge.

V. Reporting

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

- Initial Review Report;
- Monthly Reports;
- Deployment Report; and
- Attendance Reports
- Statutory compliance intimation report

The MIS report shall cover the following aspects :

- Consumption and stock of consumables

- b. Compliance of preventive maintenance plan
- c. Resource deployment report (manpower, equipment)
- d. Expense report (committed and invoiced amounts)
- e. Energy consumption – by utility, by premise
- f. Status of periodic activities as described under scope of work for Operation, Maintenance.
- g. Facility Inspection: The FMS shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain/enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The FMS shall indicate frequency of inspection covering all premises.
- h. Highlight Critical Issues/Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- i. Prepare a foot fall report for the visitors.
- j. Customer Feedback Analysis
- k. Report on Audits/ drills etc.
- l. Complaint Management reporting.
- m. MIS on procurement, statutory payments & on any other invoices processed by Client.
- n. Any other reports as needed from time to time.
- p. FMS has the option to use /implement any software for managing the Facility.
- q. FMS shall submit the Performa and format and the same shall be approved by Authorized Officer.
- r. **Statutory compliance intimation report** : FMS shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc including their renewal dates. FMS shall monitor and intimate the Client minimum 30 days in advance before expiry of any such statutory or regulatory compliances.
- s. Any other reports / compliance certificates as needed from time to time

VI. Parking Management

Parking and Vehicle Management is in FMS scope. The activities and responsibilities of FMS are:

- a. Support for parking management
- b. Manage operations at Entry and Exit terminals, (Inserted in Security)
- c. Vehicle and traffic management in Project Facility,
- d. Manage way - finding / space monitoring & guiding for parking,
- e. Coordination with local Client where required,

VII. Water Management, Plumbing and Sewerage System, STP

- Thoroughly clean all overhead water storage tanks periodically.
- Water management, operational records, inflow and outflow control.
- Regular checking and repairs of all sanitary fixtures and supply lines.
- Checkup of all valves, taps, floats and other plumbing and sanitary fittings free from leakage.
- To operate & maintain the STP (if installed later)
- Follow up for AMC of the STP or any other accessories.

VIII. Watch & Ward Services :

Security of Project Facility is in FMS scope. The activities and responsibilities of FMS are:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- b. Manage operations at Entry and Exit terminals,
- c. Ensure safety and security of men and material,
- d. Guiding visitors to desired locations/concerned officials/ occupants,
- e. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- f. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- g. Prevent entry of stray animals like cow, dogs etc.,
- h. Round the clock patrolling of the Project Facility,
- k. Frisking and checking of visitors during and after operational hours,

- l. Hand held metal detectors should be provided by the **Agency** to Security Guards for checking and frisking of visitors as well as their carry bags,
- m. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- n. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by Client,
- o. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- p. Visitor's management in common, during events & exhibitions, and during other special occasions,
- q. Having effective control on movement of materials in / out,
- r. Physical guarding of entry / exit points,
- s. Screening / directing of visitors,
- t. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- u. Assisting the occupants during the emergency evacuation of the building,
- v. Rescue operation of passengers stranded in the lifts,
- w. Complete disaster management in case of emergencies/ disasters,
- x. Providing of adequate security as per the requirement,
- w. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- x. FMS shall provide a log book register for making entries by the security personnel of their presence at duty site.
- y. FMS shall provide at his own cost
 - (i) proper clean uniform and badges and
 - (ii) photo identity cards as per laid down rules for Private Security Agencies.
- z. FMS shall have his own Establishment/Setup/Mechanism, etc. At his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. FMS shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect

for each personnel deployed. Client will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty. FMS shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

A5 MANPOWER

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

Sl. No.	Description of Item	Quantity
1.	Support Manpower Resources in different service areas	
(a)	Managerial Staff	2
(b)	Supervisory Staff	14
(c)	Land Scaping	2
(d)	House Keeping Staff	30
(e)	Toilet Cleaning Staff	6
(f)	Electrical / Mechanical operation & maintenance support for lifts, generators, air conditioning, pump sets, fire fighting systems, EPABX, CCTV, UPS & Audio & Video System etc.	35

(g)	Carpentry, painting & polishing etc.	2
(h)	Water Management, Plumbing & Sewerage system	3
2.	Facade Cleaning	L.S.
3.	Soap / Detergents / Cleaning agents materials etc.	L.S.
4.	Pesticides / Termitesides / Garden manures / Seeds / supplying plants etc.	L.S.
5.	Pest Control	L.S.
6.	Technical materials & consumable	L.S.
7.	Diesel Cost (For trail test & power failure to 8 hours/month	L.S.
8.	Cleaning Machineries Deployment Cost	L.S.

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

- i. FMS shall provide the above minimum manpower to efficiently and effectively manage the facility However, FMS shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfill the scope of work for the FMS services at its own cost.
- ii. Manpower related to following services are also required to be deployed for 24X7 shift.
 - a. Technical Services requiring following technician: Electrician, Plumber, Control room supervisor, Fire system , and any other personnel required for smooth functioning of the project.

- b. Housekeeping and front desk management manpower
- iii. The impact of additional requirement of manpower for reliever, night shift, leaves and off days shall be taken into account by the bidder in financial bid.
- iv. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the table, at all times.
- v. The tentative duration of working hours/operational hours of memorial will be 8 hours, subject to finalization of timings by the client to be conveyed at the time of signing of agreement.
- vi. Police verification of the manpower deployed by the FMS contractor should be complete and client can ask to share the information with them any time, if required.
- i. State minimum wages will be applicable for manpower deployment.
- ii. ***Disbursing Client will verify a specific percent (at least 2%) about the status of deposit of EPF and ESI information of the deployed manpower every month on random basis.***

A6 Deduction for Non Performance

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

Description	Expectedfor upkeep	Minimum Obligation	Deduction recoveryto be affected inthe monthly bill
Power– Substation/ DGset / (ITO)	100 (Ability to be online in case of powerfailuretobe notlessthan20 second.)	98%	1%of the monthly Bill
UPS / (ITO)	100%	99.95%	0.5%of the monthly bill (ITO)

Description	Expectedfor upkeep	Minimum Obligation	Deduction recoveryto be affected inthe monthly bill
HVACsystems for entirecomplex /(ITO)	100%	99.5%	2%of the monthly bill
Elevators /(ITO)	100%	98% (each liftshall nothave more than 2 timesBreak Downa year)	0.5%ofthe monthly bill
ACBs /Panels/Cables /(ITO)	100%	CriticalACBs: 100% Non critical:99.5%	1%of the monthly bill
Fire Hydrantsystem& Sprinklersystem /(ITO)	100%	100%	2%of the monthly bill
ControlRoom/BMS /(ITO)	100%	98%	2%of the monthly bill
CCTV /(ITO)	100%	98%	1%of the monthly bill
Shortfall in deployment of minimum manpower described in the agreement	100%	100%	3%of the monthly bill
Shortfall in deployment of minimum machinery / tools described in the agreement	100%	100%	3%of the monthly bill

Description	Expectedfor upkeep	Minimum Obligation	Deduction recoveryto be affected inthe monthly bill
Minor Defects as per the prescribed standard	100%	98%	1%of the monthly bill
Major defects as per the prescribed standard	100%	95%	2%of the monthly bill
House keeping works as per Agreement	100%	95%	1%of the monthly bill

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

FORM-T7: COMMITMENT FOR PROPOSED EQUIPMENTS AND MATERIALS**1. List of Proposed Equipment:**

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

2. Proposed list of Materials / Consumables to be used

SL. No.	Name of consumable proposed (with details and make)		Utilisation		
	Consumable	Make / Brand	Per day	Per week	Per month

Note:

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

2. The CLEINT shall procure Diesel / Lubricants / Oils to be used for any kind of machinery installed at the facility like in substation, DG set and other equipment and for the same, logbooks/ consumption details etc. data shall be prepared/maintained by the bidder. The bidder should submit requisition for monthly approx. requirement on 25th of every month for the succeeding month to the client.

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

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory :

Name of the Bidder and Address :

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

[In this format the bidder shall submit their proposed work plan and standard operating procedure for the required services within 3 -4 pages]

Category of staff	Labour Categories	Shift-1	Shift-2	Shift-3	Shift-4	Total Staff per day
		(0600-1400)	(0900-1800)	(1300-2100)	(2100-0600)	
Managerial Staff						
Receptionist						
Electrician						
Helper to Electrician						
A.C Technician						
Plumber						
Housekeeping Supervisor						
Housekeeper						
Security Guard						
Security Guard Supervisor						
Total						

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory :

Name of the Bidder and Address :

FORM-T9: QUALITY CONTROL MECHANISM

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

Authorized Signature
[In full and initials]

Name and Designation of the Signatory :

Name of the Bidder and Address :

FORM-T10: ANTI COLLUSION CERTIFICATE

(on letterhead of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Client /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Client), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this..... Days of.....2026

Name of the Bidder

Signature of the designated person.....

Name of the designated person.....

Date of receipt of RFP

ANNEXURES

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

1. Engineering Tools

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

45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs
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2. House Keeping Tools / Equipment

Sr. No.	Name of Tools
1	Commercial vacuum cleaner
2	High pressure jet cleaning machine
3	Puzzy machine to clean chairs and sofas
4	Floor scrubber / polishing machine
5	Wringer Mop Trolley
6	Motorized Grass cutter
7	Road sweeping machine
8	Telescoping ladder
9	Fork Lift
10	Equipment for cleaning facades of high rise buildings

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

Annexure II: List of Consumables to be used

1. List of Consumables

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

SI 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	

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

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

N.B. The materials on arrival at Nirman Soudh (Old & New) in each month must be presented before any authorized officer before those are stored by the sanitary supervisor.

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

Client Scope

Name and Designation of Signatory:

Name of the Bidder:

Address:

Authorized Signature

[In full and initials]

SECTION: 6

FINANCIAL PROPOSAL

**Please refer to BOQ and submit rates as per the BOQ
uploaded in the e-tendering portal.**

Section –7
Draft Contract

CONTRACT

[NAME OF THE SERVICE]

BETWEEN

[CLIENT]

AND

[COMPREHENSIVE FACILITY MANAGEMENT SERVICE PROVIDER]

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**

AND

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

WHEREAS

_____ (the Principal) issued RFP vide Letter No. _____ Dated _____ to the Comprehensive Facilities Management Service Provider for execution of [Name of the Service] and the Comprehensive Facilities Management Service Provider offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No. _____ Dated _____

AND

WHEREAS above stated offer and willingness conveyed under Letter dated _____ by the Comprehensive Facilities Management Service

Provider has been duly accepted by the Client vide its Letter No. _____ dated _____ for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work :

The Comprehensive Facilities Management Service Provider shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Annexure-A (Please refer Form T-6 of the RFP)**

2. Agreement Period :

This Agreement shall remain valid for a period of 3 years effective from the _____ to _____ (both days inclusive).

3. Contract Value :

a) The total contract value is _____ [in words] only per Year for the period of contract except GST (as applicable) etc. pertaining to the [Name of the Service] as per the approved scope of work at Annexure-A. The list of Equipment to be used to render the service is at **Annexure-B (Please refer Annexure-I & II of Section -5 of RFP)**. 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.

b) No other terms and conditions put forth by Comprehensive Facilities Management Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance as per Clause 2.14.1 along with A 5.1 stipulations of the RFP and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

4. Terms of Payment :

a) [Name of the Department/Heads of Department/Other Office] will make payment on the basis of monthly bills furnished' by the Comprehensive Facilities Management Service Provider duly certified by Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the Client within 10 days from the date of

submission of bills. However, the above payment shall be subject to deduction of No-performance as per the prevailing conditions of the RFP and the Client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

b) Security Deposit/ Performance Bank Guarantee

The Comprehensive Facilities Management Service Provider shall have to deposit an amount of @10% of the Annual contract value in shape of Performance Bank Guarantee in favour of **Superintending Engineer, Cuttack (R&B) Division-I, Cuttack**. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

5. Schedule for the Service :

The schedule for the service will be provided by the Comprehensive Facilities Management Service Provider as per the agreed terms and conditions between the parties. The Comprehensive Facilities Management Service Provider shall deploy number of personnel for carrying out the services as described in **Annexure-C (Please refer A5 of Form T6 of Section-5)**

6. Authorized Representative :

- a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- b) The Comprehensive Facilities Management Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

7. Risk & Responsibility:

- a) The Comprehensive Facilities Management Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured its personnel so deployed at **Orissa High Court** against all liabilities for death and injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the Comprehensive Facilities Management

Service Provider. In the event the client is made liable to pay any damage or compensation in respect of such employees the Comprehensive Facilities Management Service Provider shall reimburse such damages or compensation on demand.

- b)** The Comprehensive Facilities Management Service Provider shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.
- c)** The Comprehensive Facilities Management Service Provider shall provide qualified uniformed staff to perform the services. The employees of Comprehensive Facilities Management Service Provider entering the premises of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.
- d)** The Comprehensive Facilities Management Service Provider shall conduct periodic general medical check up of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- e)** The Comprehensive Facilities Management Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- f)** The Comprehensive Facilities Management Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.
- g)** “Right man to for Right Job” shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Comprehensive Facilities Management Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.

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

8. Statutory Compliances :

- a)** The Comprehensive Facilities Management Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Comprehensive Facilities Management Service Provider shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- b)** The Comprehensive Facilities Management Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.
- c)** The Comprehensive Facilities Management Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the client only upon the Comprehensive Facilities Management Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- d)** The Comprehensive Facilities Management Service Provider shall provide First Aid facilities at the work place according to applicable laws.
- e)** In the event of the Comprehensive Facilities Management Service Provider failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Comprehensive Facilities Management Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Comprehensive Facilities Management Service Provider, from 'its pending bills. If it does

not suffice, the balance shall be recovered under ordinary common law through civil court.

9. Liability and Indemnity :

The Comprehensive Facilities Management Service Provider shall be responsible and liable for and shall indemnify the client and keep [Insert Name of the Location], safe and harmless at all time against :

- a) any and all claims, liabilities, damages, losses, costs, charges. expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the client directly or indirectly by reasons of.
- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Comprehensive Facilities Management Service Provider or its facility staff.
- II. any theft robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff

10. Limitation of Liability :

In any case the liability of the service provider shall not exceed one month accepted price excluding GST per occurrence.

11. Sub-Contracting :

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

12. Loss/ Theft / Damage:

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

13. Exclusion of Consequential Loss :

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

The FMS shall pay liquidated damages to the Client at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Contract.2.8.2 The Client may deduct liquidated damages from payments due to the FMS. Payment of liquidated damages does not affect the FMS's.

The liquidated damages@ 0.05% of the balance work against the targeted achievement against the Milestone or completion per day subject to a maximum of 10% (ten percent) of the Contract Price, beyond which the Contract shall be deemed to be terminated.

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

a) Breach of Agreement :

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

b) Penalty :

- i. The in case of mishap due to wrong operation or manual error, which results in disruption of services, the total cost of down time, along with equipment repair cost shall be borne by the Comprehensive Facilities Management Service Provider.
- ii. A quality check procedure will be developed by the client, against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Comprehensive Facilities Management Service Provider.
- iii. Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Comprehensive Facilities Management Service Provider, the client shall give a written notice of the default and or omission or commission and the Comprehensive Facilities Management Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

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

c) Termination of Agreement :

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

15. Force Majeure :

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

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

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

17. Jurisdiction :

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

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

Annexure- A : Scope of Work

Annexure- B: List of Equipment and Consumables to be utilised for
the purpose

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

Annexure- D: Payment Term

Signature of Authorised Representative

(Client)

(Comprehensive Facilities Management Service Provider)

Witnesses:

On behalf of Client

- 1.
- 2.

On behalf of Comprehensive Facilities Management Service Provider

- 1.
- 2.

Approved

Sd/-

**Chief Engineer, Buildings-I,
Odisha, Bhubaneswar**