

**OFFICE OF THE DISTRICT JUDGE KHURDA
AT BHUBANESWAR**

REQUEST FOR PROPOSAL

**“SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY
MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING AND
MAINTENANCE AND ELECTRICAL SERVICES IN THE DISTRICT COURT
COMPLEX, BHUBANESWAR AND TALUK COURTS COMPLEXES- KHURDA,
JATNI, TANGI, CHILIKA & BANPUR”.**

**OFFICE OF THE DISTRICT JUDGE, KHURDA
AT BHUBANESWAR**

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**OFFICE OF THE DISTRICT AND SESSIONS JUDGE, KHURDA AT
BHUBNAESWAR
AT/PO-BJB NAGAR, BHUBANESWAR, DIST- KHURDA, ODISHA-751014
e-mail i.d : dj.khurda-od@gov.in**

INVITATION FOR BIDS

RFP Identification No.1 (RFP) of 2022-23 Dated 06.06.2022

REQUEST FOR PROPOSAL (RFP)

The District Judge, Khurda at Bhubaneswar ("CLIENT"), invites sealed proposal from interested Bidders under Single Stage Two Cover/Envelope System (Technical Bid & Financial Bid) for **"SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR UP-KEEPING, CLEANING AND MAINTENANCE AND ELECTRICAL SERVICES IN THE DISTRICT COURT COMPLEX, BHUBANESWAR AND TALUK COURTS COMPLEXES-KHURDA, JATNI, TANGI, CHILIKA & BANPUR"**.

A. Indicative Scope :

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

1. Operation and Maintenance of all Electrical & Mechanical Equipment.
2. Housekeeping and Sanitation services.
3. Pest control.

B. Contracted Period : 02 years

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

D. Earnest Money Deposit (INR) :

The Bidder shall have to furnish "Bid Security Declaration" as per the office memorandum of Finance Department, Govt. of Odisha, Vide FDOM No.8943 Date 18.03.2021 and FDOM No.8484 Dated 05.04.2022 as per the format prescribed in T-11 in lieu of earnest money deposit in the prescribed format along with the bid.

E. The RFP document can be downloaded from <https://districts.ecourts.gov.in/khordha>. To clarify the queries of the Bidder(s), a pre-bid meeting is scheduled refer date sheet in the District Court Complex, Khurda at Bhubaneswar. Duly completed proposal along with other pre-requisites documents in support of eligibility criteria and the required information as per formats must be submitted through Registered post/Speed Post/Courier/Drop Box available in the District Court, Khurda at Bhubaneswar latest by 28.06.2022 at 5:00 P.M. as specified in the critical date sheet below. For details, please refer the RFP Documents.

F. Critical Date Sheet

1	RFP Issue Date	06.06.2022
2	Last date and time for submission of Pre-Bid queries through e-mail : dj.khurda-od@gov.in	13.06.2022, 5.00 PM
3	Pre-Bid Meeting date and time	16.06.2022, 11.30 AM
4	Upload of Pre-Bid clarification date https://districts.ecourts.gov.in/khordh	18.06.2022, 5.00 PM
5	Bid due date and time	28.06.2022, 05.00 PM
6	Technical Bid opening date and time	29.06.2022, 11.30 AM
7	Financial Bid opening date and time	To be Informed only Technical Qualified Bidder.

G. Contract Person :

Nazir, District Court, Khurda at Bhubaneswar
Mobile No. 9338575653
E-mail ID: dj.khurda-od@gov.in

H. Complete Address for Submission of Bid

The District Judge, Khurda at Bhubaneswar
At/Po- BJB Nagar, Bhubaneswar, Dist- Khurda
Odisha, Pin-751014

- I. The authority reserves the right to accept/reject any or all RFPs without assigning any reason thereof.
- J. The finalization of Bid will be undertaken subject to approval of the Hon'ble Court.

DISCLAIMER CLAUSE : The finalization of Bid will be undertaken subject to approval of the Hon'ble Court.

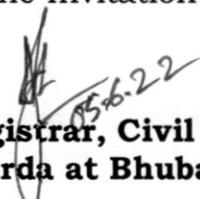
Sd/-
**District Judge,
Khurda at Bhubaneswar**

By e-Mail

Memo No. ²³⁵⁰...../ **Dated** 05.06.2022

Copy forwarded to the Director, I & P.R Deptt., Bhubaneswar, Govt. of Odisha with a request to get it published in the two largely circulated Newspapers (one English daily and one Odia daily) **by 07.06.2022** in Odisha editions for wide circulation. The complimentary copy of the News Papers connecting the Invitation for Bids may be sent to this office for reference and record.

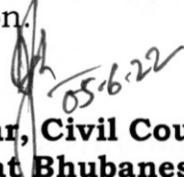
Encl: Soft copy of invitation for Bids


**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. ²³⁵¹...../ **Dated** 05.06.2022

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

Encl: RFP Document of Invitation for Bids


**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2352 / **Dated** 05.06.2022

Copy forwarded to the District Information Officer, NIC, Bhubaneswar with a request to upload in the District Office, NIC Website for wide circulation.

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2353 (30) / **Dated** 05.06.2022

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

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2354 (30) / **Dated** 05.06.2022

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

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2355 / **Dated** 05.06.2022

Copy forwarded to the D.C.P., Bhubaneswar for information with a request to provide security during the period of opening of the tender at the District Court Complex.

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2356 (6) / **Dated** 05.06.2022

Copy forwarded to the Judge-in-Charge, Nizarats of Khurda Judgeship with a request to publish in their respective notice board for wide circulation and to accommodate prospective bidders during pre-bid visit to the respective sites from 07.06.2022 to 13.06.2022 for necessary assessment.

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2357 (2) / **Dated** 05.06.2022

Copy forwarded to the Chief Engineer (Building), Odisha at Nirmansoudh, Unit-V, Bhubaneswar / Superintendent Engineer, Bhubaneswar, R & B Division-II, Bhubaneswar for information.

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Memo No. 2358 / **Dated** 05.06.2022

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

Encl: RFP Document of Invitation for Bids

**Registrar, Civil Courts,
Khurda at Bhubaneswar**

Bidder Data Sheet

Sl. No.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Selection of agency for providing comprehensive facility management services (CFMS) FOR 1. THE DISTRICT COURT COMPLEX, BHUBANESWAR AND TALUK COURTS COMPLEXES- KHURDA, JATNI, TANGI, CHILIKA & BANPUR.
2.	Broad scope of services	The Broad Scope of services required under through this RFP shall be inter alia as briefed below : 1. Operation and Maintenance of all Electrical & Mechanical Equipment. 2. Housekeeping and Sanitation services.
3.	Contract Period	The Contract shall be for a period of 02 years (i.e 24 Months).
4.	Method of Selection	Least Cost Selection Process (LCS)
5.	Bid Processing Fee	Rs.10,000/- (Ten Thousand Only) in shape of Demand Draft
6.	Submission of Proposal	Bidder/ shall be required to submit their Proposal through registered post/speed post/courier as per instructions in the RFP Document on or before the end date and time for proposal submission i.e.28.06.2022, 05.00 PM to the following address : District Judge, Khurda at Bhubaneswar, At/Po- BJB Nagar, Bhubaneswar, Dist- Khurda Odisha, Pin- 751014. <i>(The Client will not be responsible for any postal delay/any consequences in receiving of the proposal. Any bid received after the deadline of submission, will be out-rightly rejected).</i>
7.	Issue of RFP	06.06.2022
8.	Downloading of RFP Documents	Bidders can download the complete RFP Document from the website of https://districts.ecourts.gov.in/khordha
9.	Letter of Award (LoA) to selected Bidder	<i>Within 7 days from the date of issue of award notice.</i>

Sl. No.	DESCRIPTION	
10.	Site Visit	<p>Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of bid preparation. The site visit will be facilitated by the Client from Dt 07.06.2022 to Dt 13.06.2022 for the prospective bidders (on prior request). The details of the authorised person, who is to be contacted, provide guidance for facilitating for the purpose are given below :</p> <p>[Insert Details Below] Name & Designation: Nazir, District Court, Khurda at Bhubaneswar Mobile No. 9338575653 E-mail ID: dj.khurda-od@gov.in</p>
11.	Scope of work, Obligations of Agency and Client, for the assignment:	As detailed in Schedule of Requirements (Annexure-B)
12.	Earnest Money Deposit (EMD)	“Bid Security Declaration” Form- T6
13.	Performance Security	Selected bidder must submit Performance Security of the amount equivalent to 03% of the Contract Value.
14.	Validity of Proposal	Proposals must remain valid for one hundred Twenty(120)days after the submission date
15.	Language(s) of the submitted proposals:	English
16.	Bidder to state financial proposal in the national currency:	Indian Rupees(INR)
17.	Annual Comprehensive Facility Management Cost	<p>Lowest financial bid for the first year quoted by the bidder.</p> <p>(Payments for the Annual Comprehensive Facility Management Services (CFMS) Cost shall be made by the Client on equal monthly installments basis during contract period).</p>
18.	Signing of Service Agreement (SA)	Within 15 (Fifteen) days from the date of issue of LOA
19.	Mobilization Period and Commencement of Service:	15 days from the signing of Service Agreement(SA)

1. Eligibility Criteria

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

Criteria	Description	Required Supporting Document
Technical Criteria		
A.	The bidder should be registered under appropriate Client; <ul style="list-style-type: none"> • Indian Companies Act 2013 • Indian Partnership Act 1932 • The Societies Registration Act 1860. • Limited Liability Partnership Act 2008. 	Copy of Certificates of Incorporation / Registration issued by the competent Client
B.	The bidder must have executed Comprehensive Operation, Maintenance and Multi facility Mechanised Services in Court building/Judicial Buildings/Central / State Govt./ IT / ITeS companies, High rise Buildings, Apartments in India during last Five financial years as on dt 31.03.2022 of value specified herein in the relevant area as per the scope of the work:- One project with minimum 2,35,787 Sq. ft. Built-up areas and not less than the contract value of (Three Core Fifty Lakhs) Rs.3,50,49,220.00	Copies of supporting work order / work completion certificate issued by respective authorities, containing scope of work, contract duration, value of contract and facility area in (Smt. or Sft.).
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate to be submitted along with the technical proposal.
D.	Bidder must not be under any declaration of Ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal.	Undertaking as per Form- T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and non-blacklisting needs to be furnished
E.	The registered Office / branch office of the Service Provider must be located within India/Odisha.	Valid address proof of the office (Copy of the Land Line Telephone Bill / Electricity Bill / GSTIN of the Office Premise)

Financial Capability Criteria		
F.	Bidder should have the average financial turnover of not less than Rs.30.00 crore (Thirty Core) and should have a positive net worth for last Three financial years, ending [2018-19,2019-20,2020-21] for providing similar type of services as per the scope of the work.	Duly certified copy from the auditor /chartered accountant as to be provided certifying Organizations turnover during last Three financial years[2018-19,2019-20-20, 2020-21] as per Form – T3
G.	Must have its own bank account in any scheduled bank situated in India.	Copy of the pass book/Cancel Cheque along with self-attested updated as on date (RFP public date) Bank Account Statement needs to be furnished. (3 to 4 Pages)
H.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service Provider	An undertaking to this effect must be submitted on the bidder letter head.

NB :

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

Special Note

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

2. Information to Bidder/ Preparation of Bids

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

3. Submission of Bids

The bids shall be submitted through **SPEED POST / REGISTERED POST / COURIER** under two stage bidding system i.e. technical bid submission in the first stage in an envelope mentioning “ technical bid for (CFMS)” and those who qualify the technical bid will be eligible for open financial bid separately in the second stage in an envelope mentioning “ financial bid for (CFMS)” by the stipulated date for evaluation two cover system i.e., viz., Technical Proposal (Cover-I) and Financial Proposal (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission. The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be outrightly 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 (Eligibility Criteria) of this RFP are to be self-attested and furnished by the Bidder.
- Signed copy of the RFP.
- All required Schedules and documents.

2) Cover-II Financial Bid :

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

4. Modifications/ Withdrawal of Proposals

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

5. Opening of Proposal

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

Stage1: Opening of Cover 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 the Bidder Data Sheet
- is submitted pursuant to this RFP

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

Stage 2 : Opening of Cover 2 (Financial Proposal)

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

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

6. Evaluation of Proposal

6.1 Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorised representative of the bidders and evaluated for compliance with the qualification criteria of the RFP. The technically qualified bidders would only be considered for open of Financial Proposal by the stipulated date to be considered for evaluation.

6.2 Financial Evaluation and Selection of Bidder

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

7. Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued, induplicate, by the Client to the Selected Bidder and the Selected Bidder shall, with in-7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, the appropriate EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

8. Execution of Service Agreement

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

9. Contract Period

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

10. Payment Terms and Enhancement

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

11. Performance Security

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

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

11.3 Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the Client's right to receive or recover amounts, if any, due without any interest within 30 days after completion of Contract.

12. Power of Attorney

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

Key clauses of Service Agreement

1. Standard of Performance

The FMS shall perform the services and carry out their 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.

2. Liability of the FMS

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

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

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

3. Obligation of the Client

3.1 Assistance and exemptions

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

3.2 Access to Land

Client warrants that FMS shall have, free of charge unimpeded access to all and at Project Facility in respect of which 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.

3.3 Change in Applicable Law related to taxes and duties

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

3.4 Services, facilities and property of CLIENT

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

3.5 Payment

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

3.6 Space

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

3.7 Miscellaneous Cost

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

3.8 Basic Utilities

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

4. Extension/Renewal of Contract

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

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

Form – T1 COVERING LETTER

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

To

**The District Judge
Khurda**

Sub: "Selection of Agency for Providing Comprehensive Facility Management Services (CFMS) For Up-Keeping, Cleaning and Maintenance and Electrical Services in The District Court Complex, Bhubaneswar and Taluk Courts Complexes-Khurda, Jatni, Tangi, Chilika & Banpur".

Dear Sir,

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

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 the irrespective 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 in to 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/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 in to 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

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

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

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

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:

Form – T3 FINANCIAL CAPACITY OF BIDDER

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

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

S. No.	Period (Last 3 FYs)	Financial Turnover from the similar service in INR	Average Turnover from the similar service in INR
1.			
2.			
3.			
Certificate from the Statutory Auditor			
This is to certify that [Insert name of the bidder with detail address] has the annual turnover against the respective FY on account of providing similar service.			
Seal and Signature of the Auditor			

Authorized Signature

[In full and initials]: _____

Name and Designation of Signatory:

Name of the Bidder:

Form- T4 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 a sour attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal.

We 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 all ways 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 are solution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 4 *In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such Client may be enclosed in lieu of the Power of Attorney.*

Form – T 5 - UNDERTAKING

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

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

Yours sincerely,

Authorized Signature
[In full and initials]:_____

Name and Designation of the Signatory:

Name of the Bidder and Address:

Form – T 6

Format for Bid Security Declaration

<Letter head of the Bidder>

Letter No. , Date:

Bid No:

To

**The District Judge
Khurda**

We, the undersigned, declare that:

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

Name of the Bidder.

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

Title of the person signing the Bid -

Signature of the person named above

Date signed day of ----- 2022

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

Annexure-A

**DETAILS OF DISTRICT COURT COMPLEX,
BHUBANESWAR AND TALUK COURTS
COMPLEXES-KHURDA, JATNI, TANGI,
CHILIKA & BANPUR”.**

Annexure–A

I. Details of DISTRICT COURT COMPLEX, BHUBANESWAR

The details as follows:	
Total Area	12810.04 Smt.
<u>Number of Toilets:-</u>	47 Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<ul style="list-style-type: none"> • Toilets Common – 12 NOS • Toilets Attach –35 NOS 	
<u>Type of Flooring</u>	
<ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Antiskid tiles • Pavement cement concrete & blocks 	
D.G. equipped with accessories	
A/C Systems of 1,1.5 &2 TR Split type Air-conditioner with Fan coil Unit.	

II. Details of TALUK COURTS COMPLEXES-KHURDA

Total Area	3769.23 Smt.
<u>Number of Toilets:-</u>	15 Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<ul style="list-style-type: none"> • Toilets Common – 04 NOS • Toilets Attach –11 NOS 	
<u>Type of Flooring</u>	
<ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Antiskid tiles • Pavement cement concrete & blocks 	
D.G. equipped with accessories	
A/C Systems of 1,1.5 &2 TR Split type Air-conditioner with Fan coil Unit.	

III. Details of TALUK COURTS COMPLEXES-JATNI

Total Area	600.77 Smt.
<u>Number of Toilets:-</u> <ul style="list-style-type: none"> • Toilets Common – 2 NOS • Toilets Attach –2 NOS 	04 Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<u>Type of Flooring</u> <ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Antiskid tiles • Pavement cement concrete & blocks 	
D.G. equipped with accessories	
A/C Systems of 1, 1.5 & 2 TR Split type Air-conditioner with Fan coil Unit.	

IV. Details of TALUK COURTS COMPLEXES-TANGI

Total Area	3034.74 Smt.
<u>Number of Toilets:-</u> <ul style="list-style-type: none"> • Toilets Common – 10 NOS • Toilets Attach – 10 NOS 	04 Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<u>Type of Flooring</u> <ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Antiskid tiles • Pavement cement concrete & blocks 	
D.G. equipped with accessories	
A/C Systems of 1, 1.5 & 2 TR Split type Air-conditioner with Fan coil Unit.	

V. Details of TALUK COURTS COMPLEXES-CHILIKA

Total Area	573.51 Smt.
<u>Number of Toilets:-</u> <ul style="list-style-type: none"> • Toilets Common – 2 NOS • Toilets Attach –2 NOS 	Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<u>Type of Flooring</u> <ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Antiskid tiles • Pavement cement concrete & blocks 	
D.G. equipped with accessories	
A/C Systems of 1, 1.5 & 2 TR Split type Air-conditioner with Fan coil Unit.	

VI. Details of TALUK COURTS COMPLEXES-BANPUR

Total Area	725.00 Smt.
<u>Number of Toilets:-</u> <ul style="list-style-type: none"> • Toilets Common – 2 NOS • Toilets Attach –3 NOS 	05 Nos. having Non glazed ceramic tiles floor & Wall with P.H. fittings & fixtures.
<u>Type of Flooring</u> <ul style="list-style-type: none"> • Vitrified • Dado Vitrified • Wall cladding of Judges and Common Corridor Granite & wooden cladding • Conference Halls Having vitrified flooring & Aluminum Windows. • Portico Flooring Antiskid tiles • Pavement cement concrete & blocks 	
D.G. equipped with accessories	
A/C Systems of 1, 1.5 & 2 TR Split type Air-conditioner with Fan coil Unit.	

Note: (i) Area variation is $\pm 10\%$.
(ii) Firms are requested for site visit before submitting the Offer.

Annexure - B

Scope of work

Annexure - B Scope of Work

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

SCOPE OF WORK FOR THE FACILITY

A1 Broad Description of Facility Management

A1.1. This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility as per the satisfaction of client/end user.

A1.2. Operation & Maintenance for the equipment/artefacts 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 authorised by the Client. The FMS shall deploy the adequate manpower and equipments as per the requirement

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

- a. Operation and Maintenance of all Electrical & Mechanical Equipment
- b. Housekeeping services,
- c. Pest control,

A2 Facility Management Services

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

a. Operation:

- i. Day today unhindered running of the entire facility as per the satisfaction of the client/end user.
- ii. Preservation of machinery, building and services in good operating condition.
- iii. Daily/periodic maintenance (inspection, oiling and re-tightening, replenishments) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis etc. as deemed fit by FMS.

- iv. Procure and store adequate stock of fuel, consumables, material, machinery and equipment's etc. for unhindered daily operations of the facility at Client cost.
- v. Day to day repairs required in the entire complex under the maintenance of FMS

b. Maintenance

i. Breakdown Maintenance is defined as

The maintenance performed on equipment that has broken down and is unusable. It is based on a break down maintenance trigger. If break down 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 as deemed fit by FMS.

c. Management

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

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

A3 Scope of Work

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

I. Maintenance Services.

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

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

- i. Preserving the project, its equipment's and assets as per the satisfaction of the client
- ii. Day to day repairs/service of the facilities
- iii. AMC of all equipment's procured by the Client from time to time.
- iv. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- v. Prepare list of probable spare parts, Electrical and Mechanical items etc., coordinate and supervise for availability of these spares for items under AMC.
- vi. Annual Building Survey and prepare program for Repairs and submit action plan.
- vii. In project facility area, replacement of required (including fixtures), light fixtures, chokes, capacitor, switch, regulator starters, ballasts etc. for common area and service, service rooms, sub-station and external lights.
- viii. Daily operation of all electrical power system- incoming and outgoing and DG sets and minor maintenance and replacing fuse, tube lights, bulbs, minor wiring etc.
- ix. Ensure availability of Specialized Tools/Tackles required for operation and maintenance.

II. Housekeeping Services

The FMS shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Cleanliness of all common spaces and space inside the location within Project Facility.
- iii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility as per the directions in Manuals/as per directions of representative of Client.
- iv. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally)
- v. Additional housekeeping services as and when required by Client.
- vi. Deploy equipment's for cleaning and shall be responsible for maintaining the seat all time. All costs for purchase/repair/spares/ maintenance etc. for these equipment's will be borne by FMS.
- vii. Responsible for the safe keeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, FMS shall arrange to provide alternate equipment for the Project Facility.
- viii. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- ix. Dusting /cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobweb sand marks.
- x. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Polishing/vacuum cleaning/cleaning of floors, carpets, carpet tiles, mats and mat well sand ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.

- xiii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xiv. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheatres, courtyard sand, lawn at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean. (to be done in presence of the officials concerned).
- xvi. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvii. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xix. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

II (2.2) Cleaning of Toilets

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

II (2.3) Waste Collection and 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. FMS shall collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Client.
- iii. FMS shall be responsible for arranging the transport and in consultation with Client, shall identify the area/ frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- iv. Renovation Debris to be stored at designated space at designated area
- v. Cleaning of grease chambers of the kitchen/Pantry.

II. (2.4) 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

III. Management Services

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

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

- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stake holders of the Client, Contractors, Consultants and other agencies.
- iv. Maintain a record of all the Equipments/ assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform the Client when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of Client.
- v. Maintenance of Reports, Log Books etc. for Operation & Maintenance of various Systems & Equipment's, Maintenance of Equipment History,
- vi. Co-ordinate with Main Contractor/PMSP/Interior Contractor for rectifying of defects under the DLP period
- vii. Original Equipment Manufacturer (OEM)of Building Management System, CCTV, Access Controls, Lifts, Escalators, HVAC and other E & M systems, Plumbing Works (auto flush system, other sanitary fixtures) and related items covered under the scope of Main Contractor/Interior Contractor.
- viii. 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.
- ix. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- x. 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.
- xi. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xii. Brief the representative on maintenance and operational proceedings on day to day basis.
- xiii. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xiv. Provide support and guidance to the Client in all matters as requested

III (1). Complaint management

FMS shall create complaint kiosk with designated senior official of FMS managing the same with adequate infrastructure for time bound complaint management. FMS shall develop for facilitating complaint raising by end-users and enabling easy monitoring by the Client. Such facility shall be easily approachable and adequate signage should be provided to guide end-users to the complaint kiosk.

Annexure - C

Terms & Conditions

Annexure – C

Terms and Conditions

1. Nature of Services & Scope of Works

The Service Provider shall engage punctual, efficient and trust worthy personnel to render “Comprehensive Facility Management Services (CFMS) For Up-Keeping, Cleaning and Maintenance and Electrical Services in The District Court Complex, Bhubaneswar and Taluk Courts Complexes-Khurda, Jatni, Tangi, Chilika & Banpur”.on day to day basis as described in Annexure- “A” and “B”

2. Agreement Period

2.1

The Service Provider shall carry out the Scope of Work as per Annexure – B of Contract for a period of 2 (Two) years (“Contract Period”), on year-to-year basis at the sole discretion of authority District Court, Khurda, Bhubaneswar subject to annual assessment of the performance. This may be extended by another (1 year + 1 Year) = 2 (two) years on the same terms as above.

2.2

The Contract Period shall commence from the date of signing of the Agreement (the “Commencement Date”).

2.3

The District Court, Khurda, Bhubaneswar authority shall review the operational performance of the Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, District Court, Khurda, Bhubaneswar authority will issue a letter to the Service Provider for continuing the work for the subsequent Contractual Year. If the performance of the Service Provider is determined to be unsatisfactory by District Court, Khurda, Bhubaneswar authority the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service Provider is reviewed.

3. Payment

3.1 Services Bills shall be prepared & submitted by the Contractor/ Service Provider in 1st week of subsequent month for the service rendered for the previous month quantity of works / service shall be taken continuously & need not be connected with billing stage. System of 3 copies of bill & signed by both Contractor & employer shall be followed. The bill will be submitted by the Contractor on periodical basis, as the case may be.

3.2 Items of the work for which no rate or price has been entered in bill not be paid for by the employer & shall be deemed covered by other rates & prices in the contract

3.3 The Service Provider will submit the invoice to District Court, Khurda, Bhubaneswar authority in every month. The submission of the invoices shall be along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:

- a. Attendance record of the employees for the relevant month
- b. The wages sheet of the employees for the relevant month
- c. Bank statement for crediting the net wages amount to the individual bank account of the employees

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

4. Place of work & Deployment of Personnel:

- (a) The place of work would be The District Court Complex, Bhubaneswar and Taluk Courts Complexes-Khurda, Jatni, Tangi, Chilika & Banpur".The Firm shall deploy personnel for carrying out the services.
- (b) The personnel employed by the Firm shall be morally good, and physically healthy to carry out the assignments to the utmost satisfaction and shall not be suffering from any chronic and contagious diseases.
- (c) The Firm shall ensure the personnel engaged for different services would be polite to each occupants and on event of any on towards situation, the matter would be brought to the knowledge of Officer-in-Charge.
- (d) The Firm shall provide the qualified uniformed staff to perform the services. The employees of the Firm entering the premises of District Court Complex, All Court Complex i.e. Bhubaneswar, Khurda, Banapur, Tangi,Jatani, Chilika shall have proper uniform & badges for Identification.
- (e) The Firm shall conduct periodic general medical check-up of its employees at its cost. In the event that any of the staff is found to be suffering from any communicable diseases, The Firm shall replace such staff immediately.
- (f) The Firm shall deploy its authorized representatives and adequate supervisors to be present at the place of work during all working hours to ensure satisfactory rendering services under this scope of works. The Firm shall further exercise due and adequate controls over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- (g) The Firm shall ensure that its employees while carrying out their obligations under this agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline.

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

5. Authorized Representatives:

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

6. Risk& Responsibility:

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

7. Statutory Compliance:

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

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

8. Confidentiality/Secrecy:

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

9. Liability and Indemnity:

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

- (a) Any and all claims, liabilities, damages, losses, costs, charges, Expenses, proceeding & actions of any nature whatsoever made or institute against or caused to suffered directly or indirectly by reasons of:
- (b) Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation hereunder service act or omission by the Firm and / or its facility staff.
- (c) Any theft, robbery, fraud or other wrongful action or omission by the firm and / or any of its facility staff.

10. Sub-Contracting:

The Firm shall itself perform its obligation under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent authority.

11. Loss / Theft / Damage

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

12. Breach of Agreement:

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

13. Liquidated Damage:

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

14. Security Deposit:

- a) The selected firm will be required to deposit PBG With in 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 03% of the Annual Contract Value or monthly quoted value before GST as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of "The District Judge, Khurda, Bhubaneswar"
- b) The performance security submitted shall be valid for a period of 2 Years and 3 months from the date of effectiveness of the contract. **The authenticity of the PBG will be get properly verified by the Client from the local branch of the issuing bank prior to execution of the contract.**
- c) **Release of Performance Security**
Performance Security submitted, will be returned to the Agency subject to the Client's right to receive or recover amounts, if any, due without any interest within 30 days after completion of Contract.

15. Force Measure:

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

16. Post Termination Responsibility of the Firm:

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

17. Agreement Authority:

Agreement shall be drawn by the Authorised person of District Court, Khurda, Bhubaneswar.

Paying Officer :

Payment will be made by the Authorised person of District Court, Khurda, Bhubaneswar

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

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

20. Jurisdiction:

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

Annexure - D

Details of Manpower Engagement

Annexure-D

MANPOWER TO BE ENGAGED FOR :- The District Court Complex, Bhubaneswar and Taluk Courts Complexes-Khurda, Jatni, Tangi, Chilika & Banpur”					
Category of staff	Category	Morning 06.00 – 14.00	Afternoon 14.00- 22.00	Night 22.00-06.00	General 09-17.00
Managerial Staff	Above Labour Categories	3			
Supervisory Staff	High-Skilled	7	4	0	0
House Keeping Staff	Un-Skilled	72	16	0	0
Electrical / Mechanical operation & maintenance support for lifts, generators, air conditioning, pump sets, fire fighting systems, EPABX,CCTV,UPS& Audio & Video System etc.	Skilled	9	9	0	0
Water Management, Plumbing & Sewerage system	Skilled	3	2	0	0
Other (Please Specify)	-	-	-	-	-

Note:

- i. Basic wages indicated above are as per rates effective w.e.f. 01.04.2022 published by Office of the Labour Commissioner, Govt. of Odisha, vide Notification – **2433/ dt.30.04.2022**
- 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 COURT, Khurda, Bhubaneswar.
- iv. Applicable Income Tax and GST shall be deducted at source.
- v. District Court, Khurda, Bhubaneswar shall pay consolidated monthly payments. The Service Provider shall be responsible for compliance of all applicable statutory rules and regulations.

- 1.2 The Service Provider shall maintain proper records of his employees' attendance. EPF deposit proof, ESI deposit proof shall be submitted along with invoice.
- 1.3 The salary of all employees deployed at Court, Khurda, Bhubaneswar shall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to District Court, Khurda, Bhubaneswar. No cash payment is allowed.
- 1.4 The Service Provider will keep District Court, Khurda, Bhubaneswar. indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
- 1.5 The Service Provider shall at its own cost extend workman insurance coverage compensation to all the employees as may be required under relevant Acts.
- 1.6 The Service Provider shall ensure that the CFMS of Court at Khurda, Bhubaneswar. Rendered uninterruptedly. The same shall not be affected by any kind of strike, rally, bandh or dharana or protest staged by any stakeholder during the contract period.
- 1.7 The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages, acquaintance roll and all Labour Laws /obligations have been complied. In order to confirm the correctness of payment, the Service Provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices. Documentary proof of EPF, and ESI contribution (wherever applicable) should be in individual name of facility management personnel.
- 1.8 The Service Provider will submit an Undertaking that they have deposited the EPF and ESI Contribution (wherever applicable) of actual numbers of personnel (as mentioned in the invoice and the attendance sheet) with concerned authorities and all the personnel have been issued with Salary Slip with full details in all respect as specified for the month they claimed for the payment.
- 1.9 The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.
- 1.10 Any increase or decrease in Minimum wages (Basic wages + VDA), employer's contribution towards PF / ESI (wherever applicable), etc. shall be to the account of District Court, Khurda, Bhubaneswar.

Annexure - E

Financial Proposal Submission Form & Detail Break-Up

Financial Proposal
Financial Proposal Submission Form

(On the letter head of the Bidder)

[Bhubaneswar, Date :]

[To be Inserted]

**The District Court, Khurda
at Bhubaneswar**

Sub: *Selection of Agency for Comprehensive Facility Management Services (CFMS) For Up-Keeping, Cleaning and Maintenance and Electrical Services in the District Court Complex, Bhubaneswar and Taluk Courts Complexes-Khurda, Jatni, Tangi, Chilika & Banpur”*

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for Comprehensive Facility Management Services (CFMS) For Up-Keeping, Cleaning and Maintenance and Electrical Services in The District Court Complex, Bhubaneswar and Taluk Courts Complexes-Khurda, Jatni, Tangi, Chilika & Banpur”in accordance to your Request for Proposal No. _____ Dated _____ and our Technical Proposal.

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

In Figures	
In Words	

Note:

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

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

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of Signatory :

Name of Bidder :

Complete Address :

Detail Break Up for the Financial Offer

Sl. No.	Description of Item	Quantity	For One Year		
			Unit Price (Per month) (INR)	Total Price (Per Month) (INR)	Total Price (Per Year) (INR)
1.	Support Manpower Resources in different service areas				
(a)	Managerial Staff	3			
(b)	Supervisory Staff	11			
(c)	House Keeping Staff	89			
(d)	Electrical / Mechanical operation & maintenance support for lifts, generators, air conditioning, pump sets, fire fighting systems, EPABX, CCTV, UPS & Audio & Video System etc.	18			
(e)	Water Management, Plumbing & Sewerage system	5			
2.	Façade Cleaning	Lump sum			
3.	Housekeeping minor tools and consumables like Soap / Detergents / Cleaning agents materials etc.	Lump sum			
4.	Pest Control	Lump sum			
5.	Hiring Charges of Technical Tools	Lump sum			
6.	Hiring Charges of Cleaning Machineries like floor Scrubbing machine, Vacuum Machine and water jet etc.	Lump sum			
7.	Service Charges (----%) sl.no # 1 to 6	(--%)			
8.	Others(Please Specify)				
Total Costs for 1 (One Year)					
In Words :-					

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

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

1. Technical Tools

Sr.No.	Nameof Tools	Sr.No.	Nameof 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 Pliers9"
11	Punching Tools (set3mmto24 mm)	12	Tool Box metallic
13	Crimping Tools	14	Parrot Wrench10"
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	Measuringtape-5mtrs
23	Screw Driver Set	24	Pipe wrench18"
25	Screw Driver Set	26	Bearing Puller
27	Screw Driver8" / 12"	28	Box Spanner Set
29	Pipe Wrench12" / 10" / 8"(set1ofeach)	30	Bench Wise6"
31	Line Tester	32	Hacksaw Frame
33	D-Spanner Set	34	Tool Bag
35	Ring Spanner Set	36	Screw wrench
37	Hammer1/2lbs.,1 lbs,11/2lbs	38	All Electrical /Carpentry/ Plumbing works related Tools

2. House Keeping Tools/Equipment

Sr.No.	Nameof Tools
1	Commercial vacuum cleaner
2	High pressure water jet cleaning machine
3	Floor scrubber/polishing machine

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

Annexure-II: List of Consumables to be used

1. List of Consumables

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

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

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

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

Sl No.	Equipment	As per requirement
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	Any other equipment necessary	

Authorized Signature
[In full and initials]

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