

//1//

OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE: JAGATSINGHPUR

No. 19626 // Dt. 27-12-22 //

INVITATION FOR BIDS

Collector & District Magistrate, Jagatsinghpur ("CLIENT") invites sealed proposal from all interested Bidder/s for "Selection of Agency for Providing Comprehensive Facility Management Services (CFMS)" at Special Circuit House, Paradeep.

A. Indicative scope :

B. The broad scope of services required through this RFP, shall be inter alia as indicated below:-

- (a) Housekeeping and cleaning services.
- (b) Security services & parking Management.
- (c) Landscaping & Garden & Lawn maintenance.
- (d) Help Desk & Reception services.
- (e) Catering services (paid)
- (f) Pest control
- (g) Reporting and complaint Management and
- (h) Co-ordination with other service providers
- (i) Minor repair of electrical & PHED fittings.
- (j) AMC of all electronic items
- (k) Laundry service (Paid) P

A. Contact period:..... 3 years.

B. Bid processing fee (INR)..... Rs.10,000/-

Earnest Money Deposit (INR) : Bid security declaration as per Form-T6 of RFP document.

The RFP document can be downloaded from the district website <https://jagatsinghpur.nic.in>. To clarify the queries of the Bidder/s received through E-mail, a pre-bidding meeting is scheduled to be held in the Sadabhavana Sabagraha, Collectorate, Jagatsinghpur at 4.30 P.M. on 17.01.2023. All the details will be provided as required by the intended Bidder. Duly completed proposal along with other prerequisite documents in support of eligibility criteria and the required information as per formats should be submitted through **Registered Post/Speed Post/Courior** and must reach the office of the Collector & District Magistrate, Jagatsinghpur by 5 P.M. of date 31.01.2023, as specified in the critical date sheet below. For details, please refer the RFP document. Additional information related to Special Circuit House, Paradeep will be facilitated by this office through site visit.

C. Important Dates

1	Last date & Time for submission of Pre-Bid queries	09.01.2023 at 5 P.M..
2	Pre Bid meeting date & Time	17.01.2023 at 4 P.M.
3	Upload of Pre-Bid Clarification Date & Time	20.01.2023 at 5 P.M.
4	Last date & Time of submission of Bid	31.01.2023 at 5 P.M.
5	Technical Bid opening Date & Time	01.02.2023 at 4 P.M.
6	Financial Bid opening Date & Time	14.02.2023 at 4 P.M.

D. Contact Person :-

- Asst. Collector, Nizarat, Collectorate, Jagatsinghpur:- Rajesh Kumar Sahoo, ORS.
- Email: admjisp.od@nic.in.
- Contact No. 06724-220147
- Venue Sadabhavana Sabagruha, Collectorate, Jagatsinghpur


Collector & District Magistrate
Jagatsinghpur

Memo No. 19627 /Dt. 27-12-2022

Copy to Notice Board, Collectorate, Jagatsinghpur/Notice Board, O/o the Sub-Collector, Jagatsinghpur/ Notice Board, O/o the CDO-cum-E.O., Zilla Parishad, Jagatsinghpur/Notice Board, O/o the Additional District Magistrate, Paradeep for wide publication.


Collector & District Magistrate
Jagatsinghpur

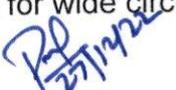
Memo No. 19628 /Dt. 27-12-2022

Copy forwarded to the D.I.O., NIC, Jagatsinghpur for information. He is requested to upload the Tender call Notice in the District website.


Collector & District Magistrate
Jagatsinghpur

Memo No. 19629 /Dt. 27-12-2022

Copy forwarded to the D.I..P.R.O., Jagatsinghpur for information. He is requested to get the invitation for Bids(IFB) published in two number of leading Odisha Dailies and two number of National Daily Newspapers(All India Circulation) at an early date for wide circulation..


Collector & District Magistrate
Jagatsinghpur

Memo No. 19630 /Dt. 27-12-2022

Copy submitted to Revenue Divisional Commissioner(C.D.), Cuttack for favour of kind information.


Collector & District Magistrate
Jagatsinghpur

Memo No. 19631 /Dt. 27-12-2022

Copy submitted to Joint Secretary to Government, R& DM Department, Govt. Of Odisha, Bhubaneswar for favour of kind information.


Collector & District Magistrate
Jagatsinghpur

///

MODEL REQUEST FOR PROPOSAL

**SELECTION OF AGENCY FOR PROVIDING
COMPREHENSIVE FACILITY MANAGEMENT
SERVICES FOR *SPECIAL CIRCUIT HOUSE* ,
*PARADEEP***



**OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE:
JAGATSINGHPUR**

GOVERNMENT OF ODISHA

Disclaimer and Confidentiality

This Model Request for Proposal (RFP) Document has been prepared by Office of the Collector & District Magistrate, Jagatsinghpur (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.

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

This RFP is not an agreement and is neither an offer nor invitation by "**CLIENT**" to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. 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.

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.

"**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.

TABLE OF CONTENTS

SI No	Content	Page No.
1	Disclaimer and Confidentiality	2-3
2	Notice Inviting Tender (NIT)	5-6
3	Bidder Data Sheet	7-9
4	Section: 1- Instructions to Bidders	10-23
5	Section: 2 - Key Clauses of Service Agreement	24-28
6	Section: 3 – Schedule of Requirements	29
7	Section: 4 – Specifications and Allied Technical Details	30
8	Section: 5 – Technical Proposal	31-54
9	Section: 6 – Financial Proposal	55-57
10	Section: 7 – Draft Contract	58-64
11	Sanctioned strength of Manpower	65

//5//

Notice Inviting Tender (NIT)

Collector & District Magistrate, Jagatsinghpur ("CLIENT"), invites sealed proposal from all interested Bidder/s for 'SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS)' at the Special Circuit House, Paradeep,

A. Indicative Scope :

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

- a. Housekeeping and Cleaning services,
- b. Security Services & Parking Management,
- c. Landscaping & Garden & Lawn maintenance,
- d. Help Desk & Reception Services,
- e. Catering Services (Paid Service),
- f. Pest control,
- g. Reporting and Complaint Management,
- h. Coordination with other service providers
- i. Minor Repair of Electrical & PHED fittings
- j. AMC of all electronic items
- k. Laundry Service(Paid)

A. Contract Period: 03 years

B. Bid Processing Fee (INR): 10,000/- (Rupees Ten Thousand) only (per circuit House / Spl. Circuit House)"

C. Earnest Money Deposit (INR): Bid security declaration

The RFP document can be downloaded from district website <https://jagatsinghpur.nic.in> To clarify the queries of the Bidder/s, a pre- bid meeting is scheduled to be held on Dt 17.01.2023 in the Sadabhabana Sabagruha, collectorate, Jagatsinghpur at 4 P.M. Duly completed proposal along with other prerequisites documents in support of eligibility criteria and the required information as per formats must be submitted through Registered Post/ Speed Post/ Courier latest by 31.01.2023 at 05.00 PM as specified in the critical date sheet below. For details, please refer to the RFP Documents.

A. Critical Date Sheet:

1	RFP Issue Date	27.12.2022
2	Last Date and Time for Submission of Pre-Bid queries through email	09.01.2023 at 5 P.M..
3	Pre Bid Meeting Date and Time	17.01.2023 at 4 P.M.
4	Upload of Pre Bid Clarification Date and Time	20.01.2023 at 5 P.M.
5	Last Date and Time of submission of Bid	31.01.2023 at 5 P.M..
6	Technical Bid Opening Date and Time	01.02.2023 at 4 P.M.
7	Financial Bid Opening Date and Time	14.02.2023 at 4 P.M.

B. Contact Person :

- Asst. Collector, Nizarat, Collectorate, Jagatsinghpur:- Rajesh Kumar Sahoo, ORS.
- Email: admjisp.od@nic.in.
- Contact No. 06724-220147

C. Complete Address for Submission of Bid :

Collector & District Magistrate, Jagatsinghpur
At/P.O./Dist-Jagatsinghpur, PIN-754103

Bidder Data Sheet

Sl. No	Description	
1.	Title of Request for Proposal (RFP)	Selection of agency for providing comprehensive facility management services at Special Circuit House, Paradeep
2	Manpower Resources Required	Attached at Annexure A
3	Broad scope of services	The Broad Scope of services required under through this RFP shall be inter alia as briefed below : a. Housekeeping and Cleaning services, b. Security Services & Parking Management, c. Landscaping & Garden & Lawn maintenance, d. Help Desk & Reception Services, e. Catering Services(Paid), f. Pest control, g. Reporting and Complaint Management, and h. Coordination with other service providers i. Minor repair of electrical & PHED fittings j. AMC of all electronic items k. Laundry Service(Paid)
4	Contract Period	The Contract shall be for a period of 03 years (i.e.36 Months)
5	Method of Selection	Least Cost Selection Process (LCS)
6	Bid Processing Fee	Rs.10,000/- (Ten Thousand)Only in shape of Demand Draft (Per circuit Houses/Special Circuit Houses)".
7	Submission of Proposal	Bidder/s 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. Dt.31.01.2023 at 5 PM to the following address :- Collector & District Magistrate,Jagatsinghpur At/P.O./Dist-Jagatsinghpur,PIN-754103 <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>
8	Issue of RFP	20.12.2022
9	Downloading of RFP Documents	Bidders can download the complete RFP Document from the district website https://jagatsinghpur.nic.in
10	Pre Bid Meeting	Date: 17.01.2023 Time: 4 p.m. Venue: Sadabhabana Sabahagruha, Collectorate, Jagatsinghpur Contact Person: Rajesh Kumar Sahoo, ORS Designation: Asst. Collector,Nizarat Contact Number: 06724-220147 <i>Bidders may confirm their participation in the pre-bid meeting by sending their queries in respect to the RFP Document to the email at admisp.od@nic.in by the deadline as specified in the RFP Document.</i>

4

11	Last date and time of Submission of Bid (Bid Due Date)	<p>Date: 31.01.2023</p> <p>Time: 5 P.M.</p> <p><i>Bidders are requested to refer Clause 1.4 (Preparation & Submission of Bids)</i></p>
12	Date of opening of Technical Bid	<p>Date: 01.02.2023</p> <p>Time: 4 P.M.</p> <p><i>The Technical Bids shall be opened in presence of the authorised representatives of the bidder who wish to be present at the venue at that time.</i></p> <p><i>Bidders are requested to refer Clause 1.6</i></p>
13	Date of opening of Financial Proposal	<p>Date: 14.02.2023</p> <p>Time: 4 P.M.</p> <p><i>Financial Bids of technically qualified bidders will only be opened in presence of the authorised representatives and evaluated. Bidders quoting lowest financial bid for the first Year i.e L1 among technically qualified bidders shall be identified as selected bidder.</i></p> <p><i>Bidders are requested to refer Clause 1.6</i></p>
14	Letter of Award (LoA) to selected Bidder	Within 7 days from the date of issue of award notice.
15	Site Visit	Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of bid preparation. The site visit will be facilitated by the concerned Collector from Dt.26.12.2022 to 04.01.2023 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 will be published in the District website.
16	Scope of work, Obligations of Agency and Client, for the assignment:	As detailed in Schedule of Requirements
17	Selection process	As detailed in clause 1.3.1
18	Earnest Money Deposit (EMD)	Bidder must submit the Bid Security Declaration. <i>Bidders are requested to refer clause 1.12</i>
19	Performance Security	Selected bidder must submit Performance Security of the amount equivalent to 3% of the Contract Value <i>Bidders are requested to refer Clause 1.11 for details</i>
20	Validity of Proposal	Proposals must remain valid for Thirty (30) days after the submission date <i>Bidders are requested to refer Clause 1.14 (Proposal Validity)</i>
21	Language(s) of the submitted proposals:	English

22	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
23	Taxes	As per Clause no 1.2.8
24	Selection criteria for pre qualification (eligibility)	<i>Bidders are requested to refer Clause 1.2.4 for detail</i>
25	Evaluation Criteria for Technical Proposal	<i>Bidders are requested to refer Clause 1.7.1</i>
26	Annual Comprehensive Facility Management Cost	Lowest financial bid for the first year quoted by the bidder. Payments for the Annual Comprehensive Facility Management Cost shall be made by the Client on equal monthly installments basis during contract period. Annual enhancement of cost will be applicable as per clause 1.10.3 of this RFP.
27	Signing of Service Agreement (SA)	Within 15 (Fifteen) days from the date of issue of LOA
28	Mobilization Period and Commencement of Service:	15 days from the signing of Service Agreement (SA)

Section-1 : Instruction to bidders**1.1. Project Introduction –comprehensive details of Circuit Houses****Special Circuit House, Paradeep, Jagatsinghpur**

1	Project Specification Description	Quantity(Unit)
	Land Area	Ac. 5.19 Dec
	Boundary Wall Surface Area (Inside+Outside)	16200.00 Sqft (8100.00 + 8100.00)
	Total Super built-up Area	6220.40.00 Sq ft
	Total Carpet Area	3092.60 Sq ft
	Common Area	3127.80 Sq ft
	Basement Parking	No parking
	Structural Glazing	Not available
	Aluminum Composite Panel	1016.90 Sq ft
	Aluminum Windows	1555.70 Sq ft
	Drinking Water Sump (Capacity)	N.A
	Over Head Tank for drinking water (Capacity)	8000.00 Ltr
	Over Head Tank for firefighting (Capacity)	N.A
	Fire Hydrant Sump (Capacity)	NA
	No. of Toilets:- Toilets having non glazed ceramic tiles floor and wall with PH fittings and fixtures.	NIL
	Type of Flooring [Please provide detail information regarding flooring texture and coverage]	Vitrified Tile flooring in all rooms. Ceramic tile flooring in toilets and Granite flooring in stair case.
	Other Ancillary Building Areas if any	1440 sq ft
	D.G.Room with details of Machinerics	N.A
	Pump House with details of Machinerics	N.A
	Substation yard area	NA
	Lawn area with planter Boxes(Nos)	NA
	Signage Board(sqft)	NA
	Front lawn & plantation (sq ft)	12000.00 sq ft.
	Centralized A/C Systems with detail specification	NA
	Any other relevant information in respect of the project location	The building is situated adjacent to Marine drive road near Paradeep sea beach.

Note: (i) Area variation is ± 10 %.

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

//11//

1.2 General

1.2.1 Scope of Tender

1.2.1.1 Collector & District Magistrate, Jagatsinghpur (hereinafter referred to as "The Client") invites sealed bids from the eligible bidders for providing Comprehensive Facility Management Services at Special Circuit House, Paradeep.

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- 7 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 Collector & District Magistrate, Jagatsinghpur

a) Reporting Officer of Circuit House, Paradeep- Additional District Magistrate, Paradeep will facilitate field visit of potential bidders.

b) Contact Details of Officers in Charge of Special Circuit House, Paradeep

SI No	Name of the Spl.circuit House	Officer In charge		
		Name	Designation	Contact No
1	Special Circuit House, Paradeep	Kanhu Charan Dhir, OAS (SAG)	A.D.M., Paradeep	8917245674

c) Contact person from Office of Collector & District Magistrate, Jagatsinghpur

Name: Rajesh Kumar Sahoo, Asst. Collector, Nizarat, Collectorate, Jagatsinghpur

Email- admjsp.od@ic.in

Contact No. 06724-220147

1.2.3 Eligibility Criteria

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

Criteria	Description	Required supporting Documents
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 Central / State Govt./ IT / ITeS companies, High rise Buildings, Apartments, Business centres and Malls in India during last three financial years as on dt. 31.03.2021 of value specified herein in the relevant area as per the scope of the work.	Copies of supporting work order / work completion certificate issued by respective authorities as applicable along with duly filled information sheet as per Form T4.
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate and Valid License under PSARA (Private Security Agencies Regulation Act.2005) to be submitted along with the technical proposal.
D.	Bidder must not be under any declaration of Ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal.	Undertaking as per Form T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding his eligibility and non-blacklisting needs to be furnished
E.	The registered Office / branch office of the Service Provider must be located within the jurisdictional area of the concerned State/District.	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. 10.00 Crore (in words) and should have a positive net worth for last Three financial years, ending 31.03.2021 for providing similar type of services as per the scope of the work.	Duly certified copy from the auditor / chartered accountant has to be provided certifying Organizations turnover during last Three financial years [Please insert the Period] as per Form T2 (part B) of Section 5.
G	Must have its own bank account in any scheduled bank situated in Odisha. " It is desirable to open Bank account in anywhere in Odisha once a bidder is selected"	Copy of the pass book along with self-attested Bank Account Statement for the last six months period needs to be furnished.
H.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director / Persons to be deployed by the Service Provider	An undertaking to this effect must be submitted on the bidder letter head.

NB :

i. **Similar works** means undertaken Comprehensive Facility Management Services including operation and maintenance services, housekeeping, security services, horticulture, waste management etc.

ii. **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

1.2.4 Technical Evaluation

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

SI No	Criteria	Weightage	
		Sub-Criteria	Criteria Total
1	Past experience of the Bidder		50
1.1.	Experience of Bidder (in number of years in business from the date of incorporation):	20	
		i) 3 to 5 yrs	10
		ii) 5 to 7 yrs	15
		iii) More than 7 yrs	20
1.2	Undertaken at least one project having comprehensive facilities management services with minimum built up area of 40,000 sq. ft. and having the contract value of Rs.6 Crore during the last Three financial years	30	
		i) Minimum of 1 project of similar capacity and contract value	20
		ii) For each additional project of similar capacity and contract value	5 (Maximum = 10 Mark)
2	Financial strength of the bidder: Bidders having the Average financial turnover of minimum of Rs.10 Crores during the last Three financial years ending on 31.03.2021 will be considered]	Bidders having (i) Prescribed financial turnover of Rs.10crores and upto Rs.20 Crores will be given 2.5. marks, for turnover above Rs.20 crores marking will be 5. (ii) For each additional turnover of Rs. 5 Crore = 1 Mark will be given subject to a maximum mark of 10.	10



3	Proposed Manpower, Standard Operating Procedure, Quality Control Mechanism and Work plan to undertake the comprehensive facilities management at the location	Review of bidders technical proposal with reference to Quality of Service Delivery, Equipment availability, Automation and proposed technical manpower to be deployed for the purpose	15
4	Technical Presentation		20
5	Quality Standards / Certifications for the Service	ISO 9001 : 2008 (relating to Facility Management services) & ISO 14001 : 2004 Certifications	5

Bidders who score more than 60% marks shall be considered for further evaluation.

1.2.5 Proposal Preparation Cost

1.2.5.1 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.

1.2.6 Project Inspection and Site Visit

1.2.6.1 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.

1.2.7 Only One Proposal

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

1.2.8 Taxes

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

1.2.8.2 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.

1.2.8.3 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.

1.2.8.4 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.
- Bidders quoting Lowest Bid Value i.e. L1 for first year of service among technically qualified bidders shall be selected as successful bidder.
- Bidders are requested to refer Clauses 1.3.7 & 1.7.2

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

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

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

1.3.2 Special Instructions for Preparation of Proposal

- Language** : - The proposal and supporting documents shall be in English language unless otherwise specified.
- Currency** : - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.

//16//

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 provide 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: Rajesh Kuamr Sahoo, ORS, Asst. Collector, Nizarat,
Collectorate, Jagatsinghpur

Contact Number: - 06724-220147

Email : admjsp/od@nic.in

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

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

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

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

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

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

1.3.4 Clarification and Amendment of RFP document

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

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

1.3.5 Bidder/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 (Selection Criteria)

1.3.6 Submission for Technical Proposal

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

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

Forms No	Format Details
FORM-T1	Covering Letter
FORM-T2	A: Bidder's Organisation Details B: Financial Capacity of the Bidder
FORM-T3	Power of Attorney
FORM-T4	Past Experience in Similar Sector
FORM-T5	Undertaking
FORM-T6	Bid Security Declaration
FORM-T7	Scope of the Work
FORM-T8	Quality control mechanism

1.3.7 Submission for Financial Proposal

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

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

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

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

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

1.4. Preparation and Submission of Bids

1.4.1 Preparation of Bids

a) Bidders should take into account all clarifications/corrigendums/ addendums to the RFP document published before preparation and submission of their proposals.

b) Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted; the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

1.4.2 Submission of Bids

The bids shall be submitted through **SPEED POST / REGISTERED POST / COURIER** 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 T8).
- Signed copy of the RFP.
- All required documents.

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

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

1.5 Modifications/ Withdrawal of Proposals

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

//20//

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 client within the due date
- is submitted pursuant to Bidding Instructions
- is accompanied by the Power of Attorney as specified in Form T3, as applicable.
- accompanied by Bid Processing Fee and EMD Declaration 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 in Technical Evaluation proposal w.r.t Eligibility Criteria.

Stage 2: Opening of Cover 2 (Financial Proposal)

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

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

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

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

1.7.2 Financial Evaluation and Selection of Bidder

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

1.8 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Client to the Selected Bidder and the Selected Bidder shall, within 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 Mobilization 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 equipments 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. Overall cost enhancement of 3% per annum shall be applicable on last paid Annual Comprehensive Facility Management Cost. Following example is for clarity:

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

iii. However, if after taking into account the changes/ increase in minimum wages/ statutory wages payables to workers, such increase may be considered (even if, with that increased contract value will escalate more than the overall limit of 3% per annum on the initial value of contract).

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 3% of the Annual Contract Value as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of "Drawing and Disbursing Officer-cum-Deputy Secretary to Government, R&D.M Department, Odisha". Failure of the successful Bidder to comply with the requirements of Sub- clause 1.11.1 shall constitute sufficient grounds for cancellation of the award .

1.11.2 The performance security submitted shall be valid for a period of 3 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.**

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

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

1.11.5 Appropriation of Performance Security

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

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

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

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

1.11.6 Release of Performance Security

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

1.12 Bid Security/EMD

Proposal should necessarily be accompanied by "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 Form T6 in lieu of earnest money deposit in the prescribed format along with the bid.

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 30 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.

Section – 2 : Key clauses of Service Agreement

2.1 Sub-contracting

2.1.1 The selected service provider is not allowed to sub-contract any 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.

2.3 Materials, Machinery & Equipment

2.3.1 The FMS shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances etc. as per requirement in consultation with Client as and when necessary.

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.

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

2.6 Insurance

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 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.

2.7 Safety

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

2.8 Cost of Repairs

2.8.1 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.

2.9 Manuals & Registers

2.9.1 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.

2.9.2 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.

2.10 Termination

2.10.1 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, **15 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.

2.11 Payment upon Termination

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

2.12 Obligations of Facility Management Contractor

2.12.1 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.

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.

2.12.2 Change in Applicable Law related to taxes and duties

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

2.12.3 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.

2.12.4 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.

2.12.5 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.

2.13 Extension/Renewal of Contract

2.13.1 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.

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

2.14 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 Collector & District Magistrate, Jagatsinghpur ("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, AC, TV, Water Purifier, Geyser, fans, public address systems, monitors, computers, other electronic items, furniture and fixtures.

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 the Circuit Houses/Special Circuit Houses, mentioned in Bidder Sheet clause 1, 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 T7.

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' to the Circuit Houses/Special Circuit Houses, mentioned in Bidder Sheet clause 1, 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 office of the Additional District Magistrate, Paraadip comes under the administrative control of Collector & District Magistrate, Jagatsinghpur. This office serves as the vital link between the Spl. Circuit House, Paradeep and District office. This office also looks after the day to day running of the Spl. Circuit House, Paradeep.

3.2 Facility Area

3.2.1 The Facility Area where services of FMS are required shall include all areas within the boundary of the office premises including but not limited to all built-up areas, basements, landscape and open spaces. Refer Annexure III for details of various spaces. This document does not intend to limit or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

3.3 Purpose

3.3.1 The Collector & District Magistrate, Jagatsinghpur invites sealed proposals from all eligible bidder / service provider for providing comprehensive facility management services within the Spl. circuit house, Paradeep under Jagatsinghpur District.

The broad scope of services required as below;

- a. Housekeeping and Cleaning services,
- b. Security Services & Parking Management,
- c. Landscaping & Garden & Lawn maintenance,
- d. Help Desk & Reception Services,
- e. Catering Services(Paid),
- f. Pest control,
- g. Reporting and Complaint Management, and
- h. Coordination with other service providers
- i. Laundry service
- j. Minor repair of electrical and PHED fittings,
- k. AMC of all electronic items,
- l. Laundry Service(Paid)

Please refer Form T7 for detailed scope of work and Annexure I for Specification and Location of Assets.

//30//

Section 4: Specifications and Allied Technical Details.

Please refer Annexure I for details of Availability of the Assets at the Location (Circuit Houses mentioned in Bidder Data); and Annexure II for qualification for various manpower to be engaged in circuit houses mentioned in the bidder data.

Section 5: Technical Proposal

- i. Bidders need to submit all required information with supporting documents as per Form T1 to T8 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.

//32//

FORM-T1: COVERING LETTER
(On the Bidder's Letter Head)

[Location,
Date]

To

**The Collector & District Magistrate,
Jagatsinghpur**

**Sub: Selection of Agency for Providing Comprehensive Facility Management Services
at Special Circuit house, Paradeep**

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 3 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

//33//

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 30 (Thirty 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 Labour License & PSARA License;

7. Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
Technical Criteria			
A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013/LLP Act or Proprietorship, Partnership Firm	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of LLps/Proprietorship/ Partnership Firm.	
B.	Bidder should have undertaken similar work for minimum one year on at least one eligible project with minimum built up area of 40,000 sq. ft in last 3 years.	Attach true copy of supporting work order, completion certificate as applicable along with duly filled Data Sheet as per Form T4 of Section 4 Certified from Statutory Auditor/ Chartered Accountant.	
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, Delhi Shops & Establishment Act, 1954	Attested copies of PAN, GSTIN, Labour Registration, EPFO Registration and ESIC Registration shall be acceptable.	
D.	Bidder must not be under any declaration of ineligibility by any Client and should not be blacklisted with any of the government project as on date of proposal.	Undertaking as per Form T5 on stamp paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility and non-blacklist	
Financial Capability Criteria			
E.	Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. 10.00 crore for last three financial years , as on dt. 31.03.2021	Duly attested copy from the statutory auditor/chartered accountant has to be provided certifying Organizations turnover during last three financial years.	
F.	Bidder, should have a positive net worth during the previous Five financial years		

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	FORMAT FOR BID SECURITY DECLARATION	
FORM-T7	SCOPE OF WORK	
FORM-T8	QUALITY CONTROL MECHANISM	

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:

//37//

B. FINANCIAL CAPACITY OF BIDDER

Bidders are required to provide the information about the annual turnover from the similar service during the last **three 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.			
4.			
5.			

Certificate from the Statutory Auditor

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

Seal and Signature of the Auditor

Authorized Signature

[In full and initials]:

Name and Designation of Signatory:

Name of the Bidder:

FORM-T3: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

FORM-T3: 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.*

//39//

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)	Description of services provided
						Super build 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:

//40//

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:

Format for Bid Security Declaration

<Letter head of the Bidder>

Letter No.

Date:

Bid No: RFP Identification No.

To

The Collector & District Magistrate, Jagatsinghpur

We, the undersigned, declare that:

1. We understand that, according to your conditions, a Bid-Security Declaration must support bids.
2. We accept that Collector & District Magistrate, Jagatsinghpur shall suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 120 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 Collector & District Magistrate, Jagatsinghpur
 - (b) Having been notified of the acceptance of our Bid by Collector & District Magistrate, Jagatsinghpur prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by Collector & District Magistrate, Jagatsinghpur.
 - 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.

Authorised Signature / in full & intial

Name & Title of Signatory -

Name of firm & Address -

Date :-

Form-T6-A

The bidders are to furnish a quote rate chart for catering service against a menu chart(which will be indicative and negotiable at the District Level Committee) and a rate chart for laundry service.

FORM-T7: 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 The Broad Scope of services required as below;

- a) Housekeeping and Cleaning services
- b) Security Services & Parking Management,
- c) Help Desk, Front Desk Services,,
- d) Catering Services,
- e) Landscaping & Garden & Lawn maintenance,
- f) Pest control,
- g) DTH Service
- h) Reporting and Complaint Management, and
- i) Coordination with other service providers
- j) Minor repair of electrical & PHED fittings,
- k) AMC of all electronic items
- l) Laundry Service(Paid)

Please refer Annexure I for details of various spaces.

A2 Facility Management Services

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

a. Operation:

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

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. The FMS for preventive maintenance shall coordinate, administer and certify works of main Contractors, Interior Contractors, Vendors, Suppliers and manufacturers, AMC service providers for rendering the services as per the terms and conditions stipulated in this document.

ii. 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 equipments such as A.C, water purifier, Lift, D.G Set, Geyser, TV, Computer etc. procured by the Client from time to time.
 - 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 equipments.
- iv. Prepare list of probable spare parts, electrical and mechanical items, plumbing, A.C spares including Chillers, split units etc. and DG spares and will coordinate and supervise for availability of these spares for items under AMC.
- v. In project facility area, replacement of required plumbing and sanitary works (including fixtures), light fixtures, chokes, capacitors, switch, regulator starters, ballasts etc. for common area and service, service rooms, sub-station and external lights.
- vi. Operation of all equipment in the project facility, including their minor repairs and replenishment such as electric lights, LED bulbs etc.
- vii. Providing and replacing Connectors, contractors, lugs, belts, bearings, grease, cotton waste, silica gel, CTC and other similar minor items, PVC/GI Couplings, bends, fuse and other similar minor items.
- viii. Repair & Re-winding of Ventillation Fans, pumps, motors, Gysers, oil heater etc. (After Defect Liability Period/Warranty Period).
- ix. 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.
- x. 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.
- xi. 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.

iii. Operation Services

The operation services under the scope of work are sub-divided into two categories namely

- a. Operation of Equipment and Fixtures.
- b. Housekeeping and Front Desk Management.

II(1) Operation of Equipment and Fixtures

- i. The FMS shall ensure day to day unhindered running of the entire facility as per the satisfaction of the client/end user.
- ii. The FMS shall ensure that day to day basis works such as removing chokage of drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs including the domes, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended under day to day service facilities.
- iii. The FMS will ensure that all filters, belts, fasteners, fixtures, lubricants and other routine items are installed and are working properly.
- iv. 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.
- v. 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.
- vi. The FMS shall operate and maintain the complete Access Control System, Fire Alarm System, CCTV System, PA System and any other system as installed in the said premises.

II(2). Housekeeping and Cleaning Services

II (2.1) Cleaning Services

The FMS shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Cleanliness of all common spaces and space inside the location within Project Facility.
- iii. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally)
- iv. Additional housekeeping services as and when required by Client.
- v. 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.
- vi. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.

- vii. 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.
- viii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.
- ix. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- x. Entrances, service areas, parking areas, paving, paths, roads, grounds, amphi-theatres, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- xi. Server Room, Control Room etc. must be free from dust, static electricity and be clinically clean. (to be done in presence of the officials concerned).

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.

II(2.2A) Laundry Services

The agency should have minimum three years of experience in providing Laundry Service to hotels or guest houses on user charge basis.

II (2.3) Waste Management should be done as per the norms of respective Municipal Corporations.

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.

II (2.5) Hospitality Services

The FMS shall operate guest rooms and dormitories as per the guidelines provided by Client. These Services shall include providing rooms as per the reservation order prepared by Authorized Officer, Govt. of Odisha or as directed by the Manager concerned, room rent including vehicles & telephone charges etc. and its reporting, room service , washing/ changing of bed covers and linen, operation of air conditioners, cleaning of rooms including toilets, keeping toilets well equipped with supplies, keeping furniture and furnishings arrangements in order, guiding visitors to their destinations in the premises, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

II (2.6) Help Desk, Reception Services

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.

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 (problems such as failure of UPS, fire alarm etc.).

Reception desk will be operational 24/7 It will be primarily responsible for guest check-in, coordinate with help desk for ensuring arrangements in the room before the guest entry in the room, collection of rent/revenue & deposit with cashier, clearance from the canteen towards payment, check-out report of house-keeping, maintenance of the relevant registers etc.

II (2.7) Catering Services (preparation of food, beverages and service thereof)

At present, there are facilities of food and beverages are being prepared and served in dining spaces and rooms. The major work is required in Circuit house kitchen.

Average meals served per day are indicated below.

_____ No. of (Breakfast + Lunch + Dinner) (Paid Service)

In addition to the above, other works include the following:

- (i) Maintenance of daily procurement register
- (ii) Monthly basis voucher files to be maintained
- (iii) Day Book and Cash Book to be maintained
- (iv) Stock register for grocery, vegetables, Non-Veg items to be maintained regularly
- (v) Equipment and utensil register to be maintained
- (vi) Balance sheet to be prepared
- (vii) Income and Expenditure statement to be prepared daily
- (viii) Canteen store inventory to be maintained
- (ix) Preparation of food items as per approved menu and limited A la' carte orders as and when required
- (x) Food & beverage services in dining hall, room service, meeting halls, office
- (xi) Orders to be taken from VIPs and preparation of food accordingly
- (xii) Collection of food charges from the guests, timely submission of official bills and follow up action till credited to the account
- (xiii) Daily cash deposit with officer concerned in the A/C section

II (2.8) Garden & Lawn Maintenance

The FMS shall be responsible for ensuring proper maintenance and upkeep of 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 :

//47//

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

II (2.9) DTH Services

i. Repair/maintenance of TV Sets

ii. Supervision of DTH Services including the maintenance of set top box and other devices installed by DTH Service provider, and recharge of services.

III (1). Complaint management

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

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

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		24 hours	2 weeks

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

III (2.) Reporting

The FMS shall establish a MIS system for reporting and quality service delivery by having a system of monitoring and check list, and MIS .

V. Security Services and Parking Management

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 (including the baggage scanning and frisking) at Entry and Exit points,
- 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. Regulate the entry and exit of vehicles/materials and parking of vehicles.
- g. Prevent entry of stray animals like cow, dogs etc.,
- h. Round the clock patrolling of the Project Facility,
- k. 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,
- l. 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 contact numbers
- m. Visitor's management in common, during events & exhibitions, and during other special occasions,
- n. Having effective control on movement of materials in / out,
- o. Physical guarding of entry / exit points,
- p. Screening / directing of visitors,
- q. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security.

- r. Assisting the occupants during the emergency evacuation of the building, rescue operation of passengers stranded in the lifts,
- s. The FMS shall operate and maintain the complete Access Control system, Fire Alarm System, CCTV System, PA system and any other system as installed in the said premises
- t. Complete disaster management in case of emergencies/ disasters,
- u. Providing of adequate security as per the requirement,
- v. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- 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.

A5 MANPOWER

A5.1 Refer Annexure A as given in last page of RFP

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 fulfil the scope of work for the FMS services at its own cost.
- ii. During day shift the total no. of manpower deployed should not be less than the minimum manpower specified in the Annexure-A, at all times.
- iii. The tentative duration of working hours/operational hours of memorial will be as per the Govt. Guidelines.
- iv. 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 the status of deposit of EPF and ESI information of the deployed manpower every month, and the payment related information should be attached to the bill of next month by the bidder.*

//50//

FORM-T8: 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 10 pages]

**Authorized Signature
[In full and initials]**

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

//51//

Circuit House/Special Circuit House

Annexure I :

Details of Availability of the Assets at the Location (Circuit Houses mentioned in Bidder Data

Special Circuit House, Paradeep, Jagatsinghpur

Sl. No.	Name of the Asset (Machinery/ Equipment)	Specification	Available Quantity	Remarks, if any
1.	D.G. Set (Automatic Type)		0	
2.	A.Cs	2.0 TR	1	
		1.5 TR	12	
		1.0 TR	0	
3.	Pumps			
	(a) Submersible	5 HP	0	
	(b) Reciprocating Pump	5 HP	0	
	(c) Reciprocating Pump	1 HP	2	
	(d) Reciprocating Pump	1.5 HP	1	
	(e) Reciprocating Pump	0.75	0	
	(f) Dosing Pump	6 LPH	0	
4.	Geysers			
	(a)	10 litres	8	
5.	Fans			
	a) Ceiling fan	80 watts	47	
	(b) Wall fan	60 watts	7	
	(c) Pedestal fan	60 watts	4	
	(d) Exhaust fan 10"	60 watts	4	
6	computer		0	

Annexure-II:

Qualifications

1. Room Boy/Attendant-

Educational Qualification-

- i. 06 months Craft Certificate Course or equivalent in Restaurant and Counter Service or Food Beverage Service (Preferable)

The qualification can be relaxed for experienced candidates in equivalent establishment

- **Skill Sets/Special Attributes-**
 - i. Smart
 - ii. Polite
 - iii. Well-Groomed
- **Languages known-** Speak and understand Odia & Hindi
- **Experience-** 2 Yrs (Preferable) in any similar establishment

2. Sweeper-

- **Educational Qualification-**
- **Skill Sets/Special Attributes-**
 - i. Smart
 - ii. Polite
 - iii. Well-Groomed
- **Languages known-** Local
- **Experience-** 1 yr (Preferable)

3. Receptionist-

- **Educational Qualification-**
 - i. Bachelor's degree in any discipline from a recognized University
 - ii. Diploma or equivalent in Hotel Management/front office management from a recognized institution of Govt. of Odisha/India (Preferable)
 - iii. Computer Literate(PGDCA or equivalent)
 - iv. Operational Knowledge of POS Machine
- **Skill Sets/Special Attributes-**
 - i. Smart
 - ii. Polite
 - iii. Well-Groomed
- **Languages known-**Well Conversant in Odia, Hindi, English
- **Experience-** 1 Yr in any similar establishment

4. Gardener(Mali)-

- **Educational Qualification-**
- **Skill Sets-** Semi-Skilled
- **Languages known-** Local
- **Experience-** Previous gardening experience of one year

5. Security Guard-

- **Educational Qualification-10th**

- **Skill Sets/Special Attributes-**
 - i. Physically Fit
 - ii. Smart
 - iii. Polite
 - iv. Well-Groomed

- **Languages known-** Local
- **Experience-** Operational Knowledge of Scanner, Boom barrier and other Security devices installed in the premises

6. Procurement-cum-Store Assistant-

- **Educational Qualification-**
 - i. Bachelor's degree in any discipline from a recognised university
 - ii. Degree or equivalent in material management from a recognised institution(Preferable)
 - iii. PGDCA/DCA or equivalent in computer
- **Languages known-** Conversant in English, Odia, Hindi

- **Experience-**
 - i. 1 Yr in any similar establishment
 - ii. Procurement of goods through GeM Portal

7. Cook-

- **Educational Qualification-**
 - i. diploma/Craft Certificate Course or equivalent in Cookery or Food Production or Food Beverage Service or equivalent qualification(preferable).
- **Skill Sets/Special Attributes –**
 - i. Skilled
 - ii. Proficient in cooking especially in Odia Cuisine
 - iii. Polite
 - iv. Well-Groomed
 - v. Knowledge of Hygiene
- **Languages known-** Conversant in Odia, Hindi
- **Experience-** 1 Yr in any similar establishment

8. Kitchen Helper-

- **Educational Qualification-**
- **Skill Sets/Special Attributes –**
 - i. Semi-Skilled
 - ii. knowledge of Odia cuisine
 - iii. Polite
 - iv. Well-Groomed
 - v. Knowledge of Hygiene,
- **Languages known-** Conversant in Odia, Hindi
- **Experience-** 1 Yr preferable

9. Pantry Helper-

- **Educational Qualification-**
- **Skill Sets/Special Attribute –**
 - i. Semi Skilled
 - ii. Knowledge of Odia Cuisine preferred
 - iii. Polite
 - iv. Well-Groomed
 - v. Knowledge of Hygiene
- **Languages known-** Conversant in Odia, Hindi
- **Experience-** 1 Yr

10. Unskilleed Labourer-

- No qualification
- Polite

//55//

Section 6 : Financial Proposal

Form F1: Financial Proposal Submission Form

(On the letterhead of the Bidder)

[To be Inserted]

[Location,
Date]

Name of the Designated Officer
Collector & District Magistrate, Jagatsinghpur
At/P.O./Dist-Jagatsinghpur

Sub: Selection of Agency for Providing Comprehensive Facility Management Service at Special Circuit house, Paradeep.

Dear Sir,

I/We, the undersigned, is pleased to provide our financial offer for **providing Comprehensive Facility Management Services at Special Circuit house, Paradeep** in accordance to Your Request for Proposal No. _____ Dated _____ and our Technical Proposal.

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

In Figures	
In Words	

Note:

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

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

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

Yours sincerely,

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

Authorized Signature
[In full and initials]

Form F2: Finance Bid

Sl No	Item	Description	Unit	Financial Bid(INR) for first year of the contract
	Comprehensive Facility Management services at (Insert Name of Circuit House/ Spl. Circuit House)	Services to be provided as per the defined scope and terms and conditions of the RFP a. Manpower cost (detailed cost quoted per manpower to be attached) b..Reimbursables	Lumpsum	
2	Total			
3	Goods & Services Tax (GST) as applicable			
TOTAL (1 + 2)				

Note: 1. Financial bid would mean Annual Comprehensive Facility Management Cost for 1st year (as provided by the bidder in Sl. No: 1 in the above table) payable to Facility Management Service Provider (FMS). Conditional price bid will be outrightly rejected.

2. Escalation on Annual Comprehensive Facility Management Cost would be applicable as per clause mentioned at 1.10.3.
3. FMS would not be paid any other costs apart from above service.
4. This RFP is for providing comprehensive facility management services as per the Service Level Requirements. The manpower indicated by the Client in this RFP is minimum required manpower, however the bidder is expected to evaluate cost of all services, manpower, overheads, equipment and consumables (except fuel) etc. required for providing the services as per the scope of work defined in the RFP and provide a lump-sum quote in the financial bid.
5. Bidder is instructed to submit a break-up against the individual circuit houses/special circuit Houses separately as per the format Form F3 as annexure, besides the total for all circuit houses combined at Form F3.
6. Bidder will be shortlisted as per criteria mentioned in RFP. Bidder shall read the conditions very carefully. The financial bids would be ranked/ compared as per the quoted amount exclusive of GST.

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

Authorized Signature
[In full and initials]

//57//

Form F3: Detail Break Up for the Financial Offer

SI No	Description of items	Qty(No)	For 1 year		
			Unit Price (per month inclusive of all statutory dues) (IN INR)	Total price (per year (IN INR)	Total cost (IN INR) for 1 year)
1	Remuneration of Manpower				
a	Supervisory Staff				
b	Housekeeping & Cleaning Services Staff				
c	Security Services & parking Management Staff				
d	Help Desk & Front Desk Services Staff				
e	Protocol Services (including driver) Staff				
f	Canteen Services Staff				
g	Garden & lawn Maintenance Staff				
h	Electrical/ Mechanical operation & maintenance support Staff for lifts, generators, air conditioning, pump sets, firefighting system etc				
i	Any other staff (please specify)				
2.	Charges towards hiring of Equipments and Consumables(List to be attached)				
3.	Other Expenses(pl specify)				
Total Cost (Rs.)					
In Words					

Name and Designation of Signatory:

Name of the Bidder:

Address:

Authorized Signature

[In full and initials]

//58//

Section -7 Draft Contract

CONTRACT

[NAME OF THE SERVICE]

BETWEEN

COLLECTOR & DISTRICT MAGISTRATE, JAGATSINGHPUR
[CLIENT]

AND

[COMPREHENSIVE FACILITY MANAGEMENT COMPREHENSIVE FACILITIES
MANAGEMENT SERVICE PROVIDER]

Dt. _____

[on Stamp paper]

FORM OF AGREEMENT

This CONTRACT is made on the _____ between, COLLECTOR & DISTRICT MAGISTRATE, JAGATSINGHPUR (herein after 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 assignees of the 2nd part represented by _____ which expression where the context so requires or admits shall also include its successors or assignees of the other part

//59//

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 its 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**.

2. Agreement Period :

This Agreement shall remain valid for a period of 3 years effective from the _____ to _____ (both days inclusive) renewable each year subject to satisfactory performance.

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. 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.

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 15 days from the date of submission of bills.

b) Performance Security Deposit:

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 3% of the Annual Contract Value as per the stipulation. Performance Security shall be submitted in the form of Bank Guarantee from any scheduled commercial bank in favour of "Drawing and Disbursing Officer-cum-Collector & District Magistrate, Jagatsighpur". 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 .

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 Service as described in Annexure-A.

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 Circuit houses, Paradeep 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 checkup of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.

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

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

g) "Right man to for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Comprehensive Facilities Management Service Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.

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

8. Statutory Compliances :

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

11. Sub-Contracting :

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

12. Loss/ Theft / Damage:

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

13. Exclusion of Consequential Loss :

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

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

a) Breach of Agreement :

In case of breach of Agreement or default by the Comprehensive Facilities Management Service Provider, the client shall have a right of lien and first charge over all the properties of the Comprehensive Facilities Management Service Provider lying in 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.

a. 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.

b. 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 in the respective District Head Quarter 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 utilized for the purpose

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

Annexure- D : Payment Terms

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

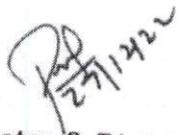
1.

2.

//65//

ANNEXURE-A

Name of the post	Spl. Circuit House,Paradeep (No. of Suite-8)
01	02
House Keeping (Includes Room Service) and Help Desk	
Room Boy/ Attendant	02
Cleaning Service	
Cleaners/ Sweepers	02
Gardener and Lawn Maintenance	
Gardener (Mali)	01
Unskilled Labours	01
Front Desk Management	
Receptionist-cum-Assistant Manager	00
Receptionist	01
Security Services	
Security Guard	03
Canteen Service	
Cook	01
Kitchen Helper	01
Table Attendant	01
Office Management	
Clerk-cum-Accountant	01
Multipurpose Mechanical/ Electrical Helper (Semi-Skilled)	01
TOTAL MANPOWER REQUIRED	15


Collector & District Magistrate
Jagatsinghpur